

GAP AFFIDAVIT AND INDEMNITY

(Use when deleting the standard gap exception under normal circumstances)

STATE OF _____
 COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ ("Affiant"), who being first duly sworn, deposes and states on oath as follows:

1. Affiant is the owner of, and/or has a material interest in, the real property described in Commitment Number _____ (the "Commitment"), commonly known as _____ (the "Property"), or a transaction involving the Property, issued by or on behalf of an affiliate, subsidiary, or agent of the Fidelity National Financial, Inc. family of companies (individually and collectively, the "Company").

2. The Company has been requested to issue one or more title policies in respect to the Property without exception for the invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matters, if any, created, first appearing in the Public Records or attaching between the effective date of the Commitment and the date of recording of the deed and/or mortgage to be insured ("Gap Defects").

3. Affiant has no knowledge of any actual or potential Gap Defects, and if any Gap Defects are later discovered which is an obligation or debt of the Affiant, then the Affiant will promptly acknowledge and pay such obligation or debt if notice of the same is presented.

4. Affiant acknowledges that this affidavit is given for the benefit of the Company, and the Company is entitled to rely on the facts stated herein in connection with the issuance of one or more title insurance policies pertaining to the Property without exception for Gap Defects.

5. Affiant agrees to indemnify the Company for all losses, damages, costs and fees the Company may incur in defending any insured against the enforcement or attempted enforcement of any Gap Defects.

6. Affiant further agrees to indemnify and hold the Company harmless from and against any and all loss or damage caused by Affiant's misrepresentations, inaccuracies and/or omissions in the above information, plus any cost, expense or liability, including attorneys' fees, arising from the enforcement of this indemnification.

 Affiant

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary Stamp)

Notary Public
 My Commission Expires: _____