

**OPEN ESTATE INDEMNITY AGREEMENT**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 , by and between  [“the Personal Representative(s)”], and , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ; [the “Heir(s)”]; and **LM Title Agency, LLC**, its underwriters, successors and assigns, (the “Insurer”), witnesseth:

**WHEREAS**, said Insurer has been requested to issue its policy or policies of title insurance insuring the title to property situated in the State of North Carolina and described in Schedule A attached hereto and incorporated herein by reference, and

**WHEREAS**, said property was formerly owned by , who died a resident of on , 20 \_\_\_; (the “Decedent”); and

**WHEREAS**, the Estate of the Decedent has not been settled, and said property is subject to debts, if any, against his Estate; and

**WHEREAS**,actual notice may not be given to known or readily ascertained claimant(s) of the Decedent potentially involving a due process violation of said claimant(s); and

**WHEREAS**, said property is subject to possible estate and inheritance taxes; and

**WHEREAS**, the title to said property is subject to possible appeal from the order admitting the will of the said Decedent, to probate, to possible suit to impeach the said will, and to possible discovery and probate of a later will of the Decedent, all within the period prescribed by law;

**WHEREAS**, said Insurer is not willing to issue a policy without exception to the above matters, unless indemnified as herein set out;

**NOW, THEREFORE**, in consideration of the Company agreeing to issue its policy or policies without exception to, or providing affirmative insurance against, the above matters, Personal Representative(s) and the Heir(s) do hereby agree to indemnify said Insurer against any and all loss, cost, damage, charge, liability, or expense, including court costs and attorneys’ fees, which it may sustain or be put to in the issuance of owner’s or mortgagee’s policies on said property by reason of (1) there being an attempt (a) to subject said property to the payment of debts due by said estate, and/or (b) to subject said property to the payment of estate or inheritance taxes, and/or (c) appeal from the order admitting the aforesaid will to probate or institution of suit to impeach said will or the discovery and probate of a later will of the said Decedent, all within the period prescribed by law, and/or (2) said property being (a) subjected to the payments of debts due by the estate of the Decedent, and/or (b) subjected to the payment of estate or inheritance taxes, and/or (c)affected by appeal from the order admitting the will to probate or the institution of a suit to impeach the will or the discovery and probate of a later will of the Decedent, and/or (3) unmarketability of the title to said property on account of the fact that the same is or may be (a) liable for debts or possible debts due by the estate, and/or (b) liable for estate or inheritance taxes or possible estate or inheritance estate or inheritance taxes, and/or (c) subject to the possibility of or affected by an appeal from the order admitting said will to probate or the institution of a suit to impeach said will or the discovery and probate of a later will of the Decedent.

**IN WITNESS WHEREOF**, the parties hereto have duly signed and sealed this instrument in duplicate.

# (SEAL)

(SEAL)

(SEAL)

STATE OF

COUNTY OF

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Date:

Notary Public

(Printed Name of Notary)

My commission expires:

**PLACE NOTARY SEAL INSIDE THIS BOX ONLY!**