

GAP INSURANCE INDEMNITY AGREEMENT

To: CATIC

From:

Date:

Insured Property Address: _____ (the
“Property”)

CATIC has been requested to issue policies of title insurance for the above-referenced property. Said insurance coverage is to be effective as of the time of disbursement of the proceeds of the loan secured by the insured mortgage, if any, or the disbursement of the sales proceeds, if there is no insured mortgage. As a result of the inability to timely record the documents vesting title to the Insured or perfecting the lien of the Insured Mortgage caused by the closure of the Registry of Deeds as a result of the pandemic (COVID-19), CATIC is being asked to insure the deed and/or mortgage prior to its recordation.

I/we hereby certify that I/we know of no adverse matters, liens or encumbrances affecting the title to the Property that have not been otherwise disclosed, paid or addressed at this closing.

That in consideration of CATIC issuing its policy/policies effective as of the date of disbursement of the funds without taking exception therein of matters which may arise between the [date of registry closure] and the date documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect the title, I/we hereby agree to indemnify CATIC for any and all loss, cost or damage, including attorney’s fees, resulting from any defects, liens, encumbrances, or adverse matters created, arising, or discovered between the [date of registry closure] and the time at which the documents creating the insured interests are recorded with the Registry of Deeds for which the above-captioned property is located. and hereby agree to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter which may arise or be filed, as the case may be, against the Property as a result of any act or omission of the undersigned during the period of time between the [date of registry closure] and the date of recording of all closing instruments, and to hold harmless and indemnify CATIC and [Agent] against all expenses, costs and attorney’s fees, which may arise out of our failure to so remove, bond or otherwise dispose of any liens, encumbrances or objectionable matters.

This document is executed as a sealed instrument and it is intended to be construed in accordance with the laws of the Commonwealth of Massachusetts.

Signed this _____ day of _____, 2020

Commonwealth of Massachusetts

_____ **County, ss**

_____, 2020

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Notary Public
My Commission Expires: