

## **MUTUAL INDEMNIFICATION AGREEMENT**

This is a Mutual Indemnification Agreement, agreed to and signed by and between the undersigned parties, and the parties hereby agree to be bound pursuant to the terms and provisions of this Mutual Indemnification Agreement as of October 15, 2002, (hereinafter the "Effective Date").

### **INDEMNITY:**

The undersigned companies (hereafter "Indemnitor(s)" as further defined below) agree to indemnify each other against loss or damage any signatory hereto (hereafter the "Indemnitee(s)" as further defined below) may suffer under Indemnitee's owners or loan title insurance policy(ies) (hereafter "Indemnitee's Policy") in reliance upon this Mutual Indemnification Agreement (hereafter the "Agreement") arising by reason of those "POTENTIAL DEFECTS" described below, so long as it reasonably appears that indemnitor previously has issued an owners title policy to the current title holder or a mortgagee title policy to a lender who subsequently has acquired the insured land and is the seller in the current transaction (hereafter the "Indemnitor's Policy") covering some or all of the land insured under Indemnitee's Policy (hereafter the "Land") without exception to the POTENTIAL DEFECTS subject, however, to the terms, provisions, and CONDITIONS of the Agreement.

### **POTENTIAL DEFECTS:**

- I. Doubt as to whether the spouse of a prior grantor has a Homestead interest in the Land, as set forth in Section A, below: or
- II. Doubt as to whether a recorded Judgment, Federal Tax Lien or State Tax Lien or Warrant constitutes an unsatisfied lien against the Land, as set forth in Section B, below; or
- III. Doubt as to whether a recorded mortgage has been satisfied or released as a lien against the Land, as set forth in Section C, below.
- IV. Doubt as to whether due process was afforded to certain defendants in court cases involving probate, foreclosure, quiet title or other proceedings as defined under Section D, below.
- V. Doubt as to whether a trustee or attorney in fact had the requisite authority to convey the title to the Property to a bona fide 3<sup>rd</sup> party purchaser for value.

**Section A (Homestead):**

Item I, above, shall mean that a deed in the chain of title to the Land, prior to or contemporaneously with the Indemnitor's Policy, does not contain either:

1. Joinder by the spouse of the grantor; or
2. A statement on the deed that the grantor is a single person; or
3. A statement on the deed or other recorded instrument that the Land conveyed by the deed is not the homestead of the grantor.

**Section B (Judgments or Federal or State Tax Liens or Warrants):**

Item II, above, shall mean a recorded judgment lien(s), from the face of which it appears that the principal is a sum certain, or a recorded Federal tax lien or state tax lien or warrant which may have attached to the Land prior to the date of the Indemnitor's Policy, (hereafter the "Lien(s)") provided:

1. The Lien(s) is not against the insured under the Indemnitor's Policy;
2. The date of the Indemnitor's policy is at least one (1) year old;
3. The face amount of the Lien(s) does not exceed (in the aggregate) \$250,000.00;
4. No notice of any proceedings or levy to collect the Lien(s) appear of record;
5. The Lien is not a child support certificate of delinquency.

**Section C (Mortgages):**

Item III, above shall mean a recorded mortgage(s) which appears of record prior to the date of Indemnitor's Policy provided;

1. There appears no foreclosure proceedings respecting the mortgage; and
2. The mortgage secures a principal amount of not more than \$250,000.00 and the Indemnitor's policy is at least one (1) year old; and
3. The mortgage does not appear, from the record, to secure a revolving credit or equity line of credit loan.

**Section D (Due Process Issues Arising Out of Past Litigation):**

1. Item IV, above shall apply only to court proceedings which predate the date of the Indemnitor's Policy, the policy is at least one (1) year old, and shall mean one or more of the following:
  - a). Failure to appoint a guardian or attorney ad litem to represent the interest of an absent defendant(s) in a probate, foreclosure, quiet title, partition suit, divorce or other proceeding which has ended in a final judgment affecting title to the Property prior to the issuance of Indemnitor's policy (hereafter referred to as "the Case").
  - b). Deficiencies in, or the absence or, a diligent search affidavit filed in the case prior to service upon a defendant by publication as may be required by law.

**Section E (Trustees and Attorneys in Fact):**

Item V, above, shall be deemed to mean a conveyance of the Property, prior to the date of Indemnitor's Policy insuring the current seller or mortgagor of the Property and there appears insufficient or not record notice of the power of authority of the grantor to make the conveyance of the Property provided that there appears no notice of record in the county where the Property lies of any proceeding to attack or set aside the conveyance by the trustee or attorney-in-fact.

**CONDITIONS:**

The Indemnity provisions of this Mutual Indemnification Agreement are subject to the following conditions:

- a. The agreement is only applicable to policies issued on Alabama property.
- b. The Indemnitee is not required to authenticate a policy of the Indemnitor that appears valid on its face; however, if requested by the Indemnitor the Indemnitee shall be prepared to provide a copy of the policy on demand as a condition to make a claim under this Agreement.
- c. The liability of the Indemnitor is limited to the face amount and the terms of the Indemnitor's Policy or \$250,000.00, whichever is less; and
- d. The Indemnitor shall be notified of a claim under this Agreement, at the address listed below, as if the Indemnitee is an insured claimant under Indemnitor's Policy.

- e. Upon any claim being made under this Agreement, Indemnitor agrees to perform in accordance with the terms hereof, promptly and in good faith; however, until an Indemnitor is notified of a claim hereunder, there is no obligation to take any action allowed or required under the Indemnitor's Policy.
- f. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of these parties hereto and such specific agreements shall not be deemed to suspend, cancel, or otherwise terminate any of the rights or obligations of the parties under this Agreement as to policies which may be written by the Indemnitee in the future; and
- g. This Agreement may be canceled by any party hereto, upon written notice given to all other parties after thirty (30) days from the date of the mailing of such notice. However, it is agreed that such cancellation shall not diminish or impair any of the indemnities arising under this Agreement prior to the expiration of such thirty (30) day period.
- h. For purposes of this Mutual Indemnity Agreement, an "Indemnitor" is defined as being a signatory to this agreement who is the issuer of either: a) an owners title policy (including, but not limited to a Form A policy) to the transferor or mortgagor of the Property in the current transaction; or b) a loan title policy to a lender who has acquired the title and is the seller in the current transaction. An Indemnitee is defined as the issuer of a title policy to the transferee or mortgagee of the Indemnitor's insured. However, it is understood and agreed that once the relationship of Indemnitor and Indemnitee is established hereunder, it shall continue in force so long as the Indemnitee has liability under its policy or under its Indemnity(ies) to subsequent insurers for a Potential Defect covered by the policy of Indemnitor subject to the limitations of this Agreement.

### **Signatories**

[ See Exhibit I ]

### **Summary of the Terms and Provisions of the Mutual Indemnification Agreement**

There is attached to this MIA, an official Summary of all the terms and provisions, hereof, shown on Exhibit II. The purpose of this Summary is for the convenience of the parties hereto, and any inconsistency with any of the terms and provisions hereof, shall be deemed to be inadvertent and shall not control the meaning of this MIA.

EXHIBIT I

TO

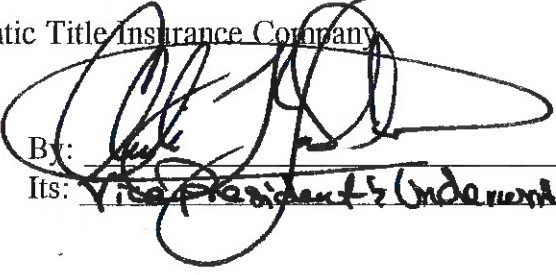
MUTUAL INDEMNIFICATION AGREEMENT

Signatories (Indemnitors) under the Mutual Indemnification Agreement

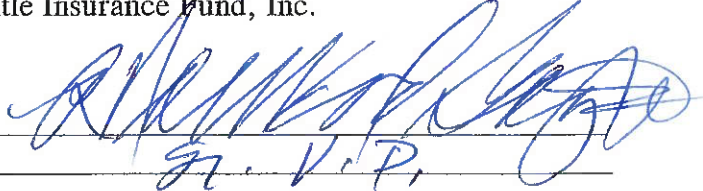
American Pioneer Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Atlantic Title Insurance Company

By:   
Its: Vice President & Underwriting & Claims Counsel

Attorneys Title Insurance Fund, Inc.

By:   
Its: Att. V.P.

Chicago Title Insurance Company

By: Wm. Lewis  
Its: Assistant VP & Regional Counsel

**EXHIBIT I**

**TO**

**MUTUAL INDEMNIFICATION AGREEMENT**

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Its: \_\_\_\_\_

Atlantic Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

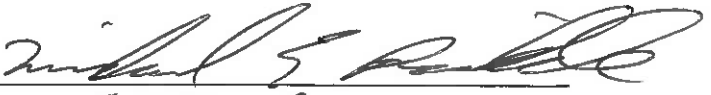
Attorneys Title Insurance Fund, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Chicago Title Insurance Company

By: Wm. Lewis  
Its: Assistant VP & Regional Counsel

Commonwealth Land Title Insurance Company

By:   
Its: Area Manager

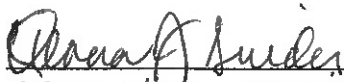
Conestoga Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Fidelity National Title Insurance Company of New York

By: \_\_\_\_\_  
Its: \_\_\_\_\_

First American Title Insurance Company

By:   
Its: ASS'T VICE PRESIDENT

Gulf Coast Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Industrial Valley Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT I

TO

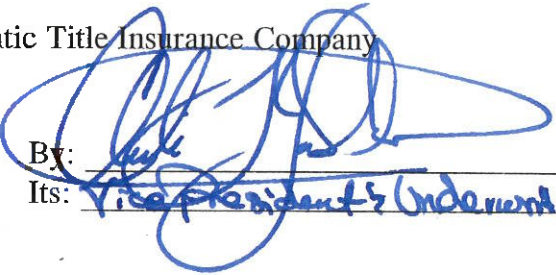
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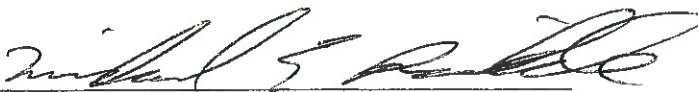
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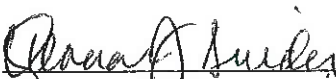
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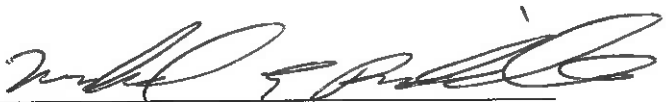
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Its: \_\_\_\_\_

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Mutual Indemnification Agreement

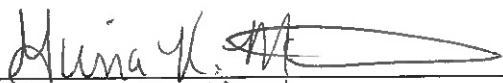
Investors Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Lawyers Title Insurance Corporation

By:   
Its: area manager

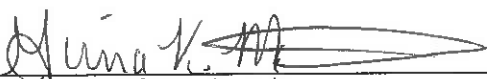
Mississippi Valley Title Insurance Company

By:   
Its: Vice President


National Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

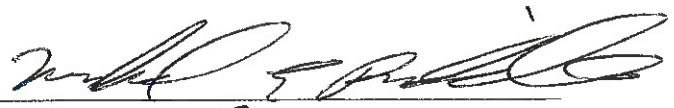
Old Republic National Title Insurance Company

By:   
Its: Vice President

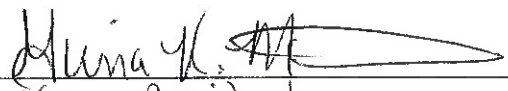
Investors Title Insurance Company

By:   
Its: Vice President

Lawyers Title Insurance Corporation

By:   
Its: area manager

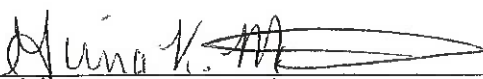
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By:   
Its: Vice President

National Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Old Republic National Title Insurance Company

By:   
Its: Vice President

~~Security Title Guarantee Corporation of Baltimore~~  
~~By: Wayne Land~~  
~~Its: Asst. V.P. & Regional Counsel~~

Southern Title Insurance Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Stewart Title Guaranty Company

By: Richard W. Bain Sr.  
Its: V.P. District Mgr. & FCSA

Ticor Title Insurance Company

By: Wayne Land  
Its: Asst. V.P. & Regional Counsel

Transnation Title Insurance Company

By: Paul E. Ridd  
Its: area manager

United General Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

~~Security Title Guarantee Corporation of Baltimore~~

~~By:~~

~~Its:~~

~~By:~~

~~Its:~~

Southern Title Insurance Corporation

By: Denny O. Jackson

Its: vice president

Stewart Title Guaranty Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Ticor Title Insurance Company

By: Wm. J. Paul

Its: Asst. V.P. & Regional Counsel

Transnation Title Insurance Company

By: Michael E. Adde

Its: area manager

United General Title Insurance Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

~~Security Title Guarantee Corporation of Baltimore~~

~~By:~~

~~Its:~~

By: \_\_\_\_\_

Its: \_\_\_\_\_

Stewart Title Guaranty Company

By: \_\_\_\_\_

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Ticor Title Insurance Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Transnation Title Insurance Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

United General Title Insurance Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Page 5 to Exhibit 1-signatories to  
Mutual Indemnification Agreement

Security Title Guarantee Corporation of Baltimore

By: Robert H. Dilgine  
Its: Secretary V.P.

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Mutual Indemnification Agreement

Security Union Title Insurance Company

By:

Its:

*Wren Taylor*  
*AVP Regional Counsel*



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Mutual Indemnification Agreement

**United General Title a division of  
First American Title Insurance  
Company**

By:

R. Mark Huey

Its:

AVP + Regional Counsel

Page 8 to Exhibit I -- signatories to  
Mutual Indemnification Agreement

North American Title Insurance Company

By:

Floyd Krause

FLOYD KRAUSE

Its:

Executive Vice President

8/12/2010

Page 8 to Exhibit I-signatories to  
Mutual Indemnification Agreement

Westcor Land Title Insurance Company

By: Patricia H. Bower

Its: General Counsel / Secretary  
9/25/2012

Page 9 to Exhibit I-signatories to

Mutual Indemnification Agreement

Alliant National Title Insurance Company

By: 

Its: State Manager

Dated: 01-08-2018

**Sean Culhane**

Alabama, Mississippi,  
and Tennessee State Manager

**877.788.9800** x232 MOBILE 601.966.3593

sculhane@alliantnational.com



Page 10 to Exhibit I-signatories to  
Mutual Indemnification Agreement

AmTrust Title Insurance Company

By: Felice K. Shapiro

Its: EVP - Chief Underwriter

Dated: 2/21/2018



AmTrust Title Insurance Company  
An AmTrust Financial Company

**Felice K. Shapiro**  
SVP & Chief Underwriting Counsel  
felice.shapiro@amtrustgroup.com  
(p) 646.354.2472  
(c) 516.639.3860  
(f) 212.220.7130

59 Maiden Lane, 43rd Floor  
New York, NY 10038  
[www.amtrusttitlegroup.com](http://www.amtrusttitlegroup.com)



Page 8 to Exhibit I - signatories to  
Mutual Indemnification Agreement

North American Title Insurance Company

By: *Thyda Kanne*  
          *FLOID KRAUSE*  
Its: *Executive Vice President*  
          *8/12/2010*

Page 9 to Exhibit I-signatories to  
Mutual Indemnification Agreement

Alliant National Title Insurance Company

By: \_\_\_\_\_

*Sean M. Culhane*

Its: \_\_\_\_\_

*State Manager*

Dated: \_\_\_\_\_

*01-08-2018*

Sean Culhane

Alabama, Mississippi,

and Tennessee State Manager

877.788.9800 x232 MOBILE 601.966.3593

sculhane@alliantnational.com

**ALLIANT  NATIONAL**  
TITLE INSURANCE COMPANY

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Mutual Indemnification Agreement

WFG National Title Insurance Company

By: Alan B Fields  
ALAN B. FIELDS

Its: SR. VP Underwriting

Dated: 9-21-2020



## **EXHIBIT II: SUMMARY**

### **General Requirements for Reliance Upon the Mutual Indemnification Agreement:**

Must retain for your files at least one of the following:

- a) Owners Policy at least one (1) year old insuring the seller or mortgagor in the current transaction; or
- b) Mortgagee Policy at least one (1) year old insuring a lender who has taken title to some or all of the covered land insured under the policy.

Matters covered automatically by the MIA;

- a) Conveyances of a possible homestead without joinder of a spouse if the grantor was married;
- b) Liens arising from money judgments (but not a certificate of delinquency for child support) and federal or state tax liens up to a face amount of \$250,000.00;
- c) Unsatisfied mortgages securing on their face no more than \$250,000.00 so long as it does not secure revolving credit or equity lines or credit;
- d) Lack of guardians or attorneys ad litem to represent an absent defendant or deficiencies in or absence of, a diligent search affidavit (when required by law) in any judicial proceeding ("The Case") which results in a final, unappealable judgment affecting the title to the property;
- e) Lack of or insufficient notice of record of the authority of an attorney-in-fact or trustee to make a prior conveyance to the seller or mortgagor in the current transaction so long as the indemnitor's policy insuring the title without the exception is a least one year old.

General Conditions of coverage:

- 1) The indemnitor's policy must be a least one year old and contain no exception for the subject title objection listed above;
- 2) There must be not record notice of any proceeding to enforce the judgment, tax lien, or mortgage;
- 3) There must be no record notice of any proceeding to attack or set aside the title resulting from the Case or the conveyance referenced in items "(d)" or "(e)", above;
- 4) The amount of the automatic indemnity is limited to the Face Amount of the indemnitor's policy or \$250,000.00 whichever is LESS;

- 5) This indemnity is limited to policies issued on Alabama properties only; and
- 6) An indemnitor is the underwriter who has already issued its policy without exception to the covered matter. An indemnitee is an underwriter whose policy is issued in reliance upon the automatic indemnitees given in the MIA.

Note #1: A policy issuing agent should obtain permission from the underwriter of the new policy (the proposed indemnitee) to rely upon the terms and provisions of the MIA before insuring over one or more of the defects referred to in items a) through e), above.

Note #2: Nothing in the MIA prevents an underwriter from issuing separate letter of indemnity or refusing to indemnify in cases not covered under the MIA or requires any underwriter to issue a letter of indemnity, if at all, within the time set for the closing.