

Provided by:



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CONSTRUCTION LIEN INDEMNITY AGREEMENT BY BUILDER

WHEREAS, Huron Title Company, hereinafter referred to as "The Company", is from time to time called upon to issue mortgagee's and owner's title insurance policies in connection with the financing and/or sale of projects built by _____; and

WHEREAS, The Company, by the issuance of said policies, may assume liability to its insureds for losses arising out of claims of construction lien rights; and

WHEREAS, the Indemnitor(s) recognizes that the Company, in the normal course of its business, would not issue its policies insuring over construction liens unless the indemnitor(s) indemnifies the Company.

NOW THEREFORE, it is agreed that the Indemnitor(s), in consideration of the issuance of policies of title insurance without showing therein any exception for construction liens will hold harmless, protect and indemnify the Company from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the Company under, or arising directly or indirectly out of the issuance of such policies.

AND IT IS FURTHER AGREED that all of the obligations of the Indemnitor(s) hereunder shall be several as well as joint. All provisions of this Agreement shall inure to the benefit of and bind the parties hereto and their legal representatives and successors in interest.

THIS INDEMNITY AGREEMENT is executed by the undersigned this _____ day of _____,

Partnership, Corporation or Proprietorship

By:

An Individual

Address

An Individual

Address

(The Acknowledgements on the next page should be used)

State of Michigan }
 }ss.
County of _____}

On the _____ day of _____, in the year _____, before me personally came _____
_____to me known, and known to me to be the individual described in and who
executed the foregoing instrument, and who duly acknowledged to me that _____
executed the same.

Notary Public
_____ County, Michigan
My. Commission Expires: _____

Corporation Acknowledgement

State of Michigan }
 }ss.
County of _____}

On the _____ day of _____, in the year _____, before me personally came _____
_____to me known who, being by me duly sworn, did depose and say,
that he resides in _____
_____, that he is the _____ of the
corporation described in, and which executed the above instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
_____ County, Michigan
My. Commission Expires: _____

Partnership Acknowledgement

State of Michigan }
 } ss.
County of _____}

On the _____ day of _____, in the year _____,
before me personally came _____ to me known and known to me to be a
partner of the firm of _____
_____described in and who executed the foregoing instrument, and he thereupon acknowledged to me
that he executed the same as and for the act and deed of the said partnership.

Notary Public
_____ County, Michigan
My. Commission Expires: _____