

INDEMNITY AGREEMENT

This Indemnity Agreement is made by

The Board of Franklin County Commissioners hereinafter referred to as "Indemnitor(s)," for the benefit and protection of Croucher Abstract & Title Company, hereinafter referred to as the "Company."

WHEREAS, the Company is being requested to issue its policy(ies) of title insurance insuring an interest in or title to the real property in Franklin County, Kansas, described in Commitment No. _____ issued by the Company and/or herein described as:

Lots 16 and 18 in Block 104, In the City of Ottawa, Franklin County, Kansas.

commonly described as 412 S. Cherry Street, subject to building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property;

WHEREAS, the Company is unwilling to issue said policy(ies) without an exception as to the following matter, which affect or may affect the title hereto (hereinafter called "Matters"),

The interest, if any, of the heirs of Donald H Brecheisen and Virginia M. Brecheisen

WHEREAS, the Indemnitor recognizes that the Company, in the normal course of its business, would not issue its policy(ies) free and clear of said Matters unless the Indemnitor indemnifies the Company as hereafter agreed.

NOW THEREFORE, it is agreed that the Indemnitor, in consideration of the issuance of a policy(ies) of title insurance without showing therein said Matters as they may affect the title to real property or as exceptions from the insurance given thereby or which gives affirmative coverage against the effectiveness, enforcement or consequences of said Matters, the Indemnitor 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 attorney's 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, any policy(ies) covering said land issued in the manner so desired by Indemnitor; or under, or arising directly or indirectly out of the issuance of, any policy(ies) of title insurance or title report or reports covering said land or any portion thereof, which the Company or its agents may at any time thereafter issue; and resulting directly or indirectly from any of the Matters indemnified against, or from any claim, action, proceeding, judgment, order or process arising from or based upon or growing out of any of said Matters or the omission to show any of the same in any policy(ies) of title insurance or title report.

AND IT IS FURTHER AGREED that Indemnitor will diligently provide for the defense of any action based upon any of the Matters and will promptly do all things necessary or appropriate to

cause the title to said land to be cleared of the effect of all of the Matters or any other matters based thereon or arising directly or indirectly therefrom, and of any cloud on title created by or growing out of any of the foregoing; all of which shall be done at the sole expense of Indemnitor. If Indemnitor shall fail so to do, then the Company may do the same, and may pay, compromise or settle any such Matters or any claim or demand based thereon if the Company deems such action necessary for the protection of any of its insureds under any policy or of itself; and Indemnitor shall promptly reimburse the Company for any payment, expense or expenditure made or incurred in so doing. If the Company holds any funds or security for the obligations of Indemnitor hereunder, it shall not be obligated to resort to such funds or security before enforcing the obligations of Indemnitor, but may enforce such obligations by any lawful means in the same manner and to the same extent as if no such funds or security was held.

AND IT IS FURTHER AGREED that in the event that any judgment shall be or shall have been rendered or any process shall be or shall have been issued, based upon any of the Matters or any other matters growing out of any of the same, under which a sale could be held affecting or purporting to affect said land or any portion thereof, Indemnitor promises and agrees that it will satisfy the same and cause the same to be satisfied and discharged of record prior to the occurrence of any such sale.

AND IT IS FURTHER AGREED that nothing herein shall be construed as an obligation on the part of the Company to use any policy(ies) of title insurance nor an obligation on the part of the Company to obtain issuance thereof, but in the event the Company does issue any policy(ies) in the manner contemplated, the undersigned Indemnitor gives the assurances and makes the agreements herein set forth, for the benefit of the Company.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this ____ day of January, 2020.

Colton Waymire
Chair, Board of County Commissioners

Ianne Dickinson
Board of County Commissioners

Rick Howard
Board of County Commissioners

Roy Dunn
Board of County Commissioners

Don Stottlemire
Board of County Commissioners

Rodney K. Croucher
Croucher Abstract & Title Company