

# PERSONAL UNDERTAKING for REVOLVING CREDIT LOAN

**TO: COUNTY TITLE COMPANY**

\_\_\_\_\_, hereinafter referred to jointly and severally as Borrower/Seller, being first duly sworn, states that the Borrower is the owner of the real estate commonly known as \_\_\_\_\_, (the "Land"). A Revolving Credit Loan (RCL) secured by a mortgage or other security instrument recorded \_\_\_\_\_, 20\_\_\_\_\_, as Document Number \_\_\_\_\_, in the Office of the Recorder of Deeds of \_\_\_\_\_ County, Illinois in favor of \_\_\_\_\_ (Lender), encumbers the land.

County Title Company has obtained a payoff statement of said RCL as evidenced by a copy attached herewith.

Borrower jointly and severally for themselves, their heirs, personal representatives and assigns, do hereby swear and covenant with and certify to County Title Company, Fidelity National Title Insurance Company, or another underwriter, as applicable, that the pay-off statement of the aforementioned RCL is accurate and represents a complete pay-off of their account to a zero balance.

Borrower has received no advances on nor written or made any drafts, checks or credit card payments against the aforementioned RCL either (1) increasing the balance due over what is shown on the settlement statement as of this date, or (2) occurring after the date of the Request to Cancel Revolving Credit Loan dated \_\_\_\_\_, 20\_\_\_\_\_.

Borrower will not draw down any advances nor write any drafts or checks against the RCL, subsequent to this date.

Borrower will fully protect, defend, indemnify, hold and save County Title Company, Fidelity National Title Insurance Company, or another underwriter, as applicable, harmless from and against any and all additional sums claimed to be due on the RCL in the event the pay-off statement or settlement statement is inaccurate.

This Affidavit and Undertaking is made to induce County Title Company, Fidelity National Title Insurance Company, or another underwriter, as applicable, to issue its policy of title insurance on the Land, free and clear of and without exception to the mortgage or other security instrument securing the RCL.

\_\_\_\_\_  
BORROWER/ MORTGAGOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BORROWER/ MORTGAGOR

\_\_\_\_\_  
DATE

**COUNTY TITLE COMPANY**  
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