

COMMERCIAL BROKER'S LIEN AFFIDAVIT

STATE OF ALABAMA
COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ ("**Affiant**"), who being first duly sworn, deposes and states on oath as follows:

1. Affiant is the purchaser seller of the property described on Exhibit A attached hereto (the "**Property**").

2. Affiant has has not entered a written agreement with a Real Estate Broker licensed pursuant to Ala. Code § 34-27-1 et seq. (each, a "**Broker**"), for the purpose of selling, buying, leasing or managing the Property.

3. There are no unpaid or disputed real estate commissions for which a Broker could claim a lien pursuant to the Commercial Real Estate Broker Lien Act Section 35-11-450, Code of Alabama which would affect or encumber title to the Property.

4. There is either (a) no compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property as a result of the sale of the Property, or (b) if Affiant has entered into a written agreement with a Broker, then all compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property as a result of the sale of the Property has been or will be paid in full as of the closing of the transaction contemplated by this affidavit.

5. Affiant acknowledges that this affidavit is given for the benefit of **Magic City Title, Inc. and/or Commonwealth Land Title Insurance Company** (individually and collectively, the "**Company**"), and the Company is entitled to rely on the facts stated herein in connection with the issuance of one or more title insurance policies pertaining to the Property and the acquisition of or lending upon the Property.

6. Affiant hereby agrees to indemnify, defend, and hold the Company harmless against any and all losses, claims, costs, and expenses, including but not limited to reasonable attorneys' fees actually incurred, arising out of or in connection with any false statement contained in this affidavit. This agreement is a material inducement to the Company to issue a policy or policies of title insurance pertaining to the Property, and Affiant acknowledges that it will receive a material benefit from the issuance of such policy or policies.

Affiant

Subscribed, sworn to (or affirmed) and acknowledged before me on _____ day of _____, 20____.

(Notary Stamp)

Notary Public
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

(Insert or attach Description of Property)