

SELLERS/OWNERS AFFIDAVIT AND INDEMNITY

STATE of Alabama, _____ County

_____, being first duly sworn, on oath depose and state I (we) own the property described below.

1. I (We) have owned the property, now being sold or mortgaged, continuously for _____ years, and my enjoyment thereof has been peaceable and undisturbed. The title of said property has never been disrupted to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or of any reason which any claim to any of said property might be asserted adversely to me; said property being more particularly described as follows:
2. That there are no actual or pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner in the State of Alabama except the following:
3. The Seller(s)/Owner(s) at present, and for a period of the past one year, has/have caused no construction, erection, alteration or repairs of any structures or improvements to said property to be done, nor has/have contracted for any material to the premises for which charges remain unpaid. **I (We) CERTIFY THIS FACT BY WRITING NONE.** (If work has commenced, please notify the Company and an additional form will be furnished.)
4. The undersigned has paid all due taxes, unpaid sewer liens, special assessments for repairs, roads, sewers, or the like, fire district dues, library dues, or other charges, except as follows:
5. No party other than the Seller(s)/Owner(s) is in possession of any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise, except as follows:
6. The Seller(s)/Owner(s) during the time of ownership of said property has/have conveyed no portion of the premises nor done any act nor allowed any act to be done which has changed or could change the boundaries of the property, except as follows:
7. The Seller(s)/Owner(s) has/have allow no encroachments on said property by an adjoining land owner, nor has/have the undersigned encroached upon any property of adjoining land owners, except as follows:
8. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights, except as follows:
9. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds bordering or running through said premises, except as follows:
10. The Undersigned has not allowed, and know of no violation of any covenants, restrictions, agreements, or conditions affecting the premises and has paid in full all liens for assessments or homeowners dues, except as follows:

This affidavit is given to induce **Magic City Title, Inc. and/or Commonwealth Land Title Insurance Company** to issue its title insurance policy or policies without exception to claims or materialmen's and laborers' liens, survey matters, claims of easements not shown by the public records, special assessments and rights of parties in possession and other matters set forth above. As an inducement therefor, said affiant agrees to indemnify and hold the

aforementioned Title Insurer and/or its agent harmless of and from any and all loss, cost, damage and expense of every kind, including Attorneys' fees, which said aforementioned Title Insurer and/or its agent shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, if the Company determines to issue the policy without reference to the aforementioned items, as a result of any misrepresentation herewith.

State of Alabama
_____ **County**

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that _____

_____ whose name is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and Official seal this _____ day of _____, _____.

Notary Public

My commission expires _____.

State of Alabama
_____ **County**

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that _____

_____ whose name as _____

of _____, a corporation, is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer with full authority, executed and delivered the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and Official seal this _____ day of _____, _____.

Notary Public

My commission expires _____.