

INDEMNITY AND HOLD HARMLESS AFFIDAVIT  
FOR USE WITH NO SURVEY ON PLATTED RESIDENTIAL LOT

THIS AFFIDAVIT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
And \_\_\_\_\_, herein called Applicant, to **Magic City Title, Inc. and/or  
Commonwealth Land Title Insurance Company** herein called Title Company, upon the following  
terms and conditions expressed:

1. PURPOSE. The purpose of this Affidavit is to induce the Title Company to give affirmative coverage over matters of survey without taking exception to matters that a current survey might reveal.
  
2. PROPERTY. Applicant is the owner of certain real property ("the subject property" ) situated in \_\_\_\_\_ County, State of Alabama, more particularly described in Exhibit "A" hereto, and has applied for a mortgagee's title insurance policy. In lieu of providing a current survey of the property, Applicant does hereby depose and state that the Applicant has personal knowledge of the location of all easements and improvements on subject property, that Applicant has located all property corners of subject property and has inspected the lot lines and that the Applicant does hereby certify to the Title Company that there are no encroachments onto adjoining property, streets or alleys or easements by any building structures or other improvements on subject property and that there are no encroachments onto subject property of buildings, structures or other improvements situated on adjoining properties.
  
3. TITLE INSURANCE POLICY. In consideration of this affidavit of indemnity, Title Company hereby agrees to issue, in accordance with the established underwriting procedure of the Company its mortgagee policy of title insurance without exception to matters that a current survey might reveal.
  
4. INDEMNITY. Applicant does hereby indemnify and hold Title Company harmless of any and all claims arising over the fact that a current survey of the property was not provided. Applicant obligates itself to pay for any loss or expense incurred, including the cost of Court and other defense costs, including but not limited to Title Company's attorney fees, witness fees, Court costs and other reasonable incidental expense.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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