

CORPORATE

SELLER'S / OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama

County of _____

I/we, _____, swear and affirm under oath that:

1. I/we am/are the _____ (officer) for _____, (the "Company").
I am over the age of 19 and of sound mind. I am authorized by Company to make this affidavit and indemnity and bind the Company.
2. The Company owns the following described Property (the "Property"):

See Attached Exhibit A

3. The Company has owned the Property continuously for _____ years. The Company's use and enjoyment of the Property has been peaceable and undisturbed. The title of said Property has never been disputed to my or the Company's knowledge, nor does the Company know of any facts that support a dispute of the Company's ownership or use of the Property.
4. There are no liens or encumbrances against the Property except the lien for advalorem taxes for the current year and those items being paid in full as evidenced by the attached Settlement Statement.
5. That there are no actual or pending suits, proceedings, judgments, bankruptcies, liens or executions against the Company.
6. All repairs and improvements have been made on the property within the preceding six months have been fully paid for, including but not limited to construction work, maintenance work, alterations or repairs of any structures or improvements, including all related materials delivered to the Property. There is no construction occurring on the property for improvements thereto and there are no outstanding contracts for pending or contemplated improvements.
7. The Company has no knowledge of any due taxes, municipal assessments, special assessments for repairs, roads, sewers, or the like, fire district dues, library dues, Homeowners Association dues, Condo Association dues, or other charges.
8. The Company is the only party in possession of any portion of the Property and there are no leases, sub-leases, tenancies at will or parties in possession, except:

None

9. The Company has not conveyed any portion of the Property nor done any act or allowed an act to be done which has changed or could change the boundaries of the Property.
10. The Company has not allowed any encroachments on the Property by adjoining land owners, nor has it encroached upon any property of adjoining land owners.
11. The Company has allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or pipeline or other rights of passage to others over the Property and has no knowledge of such adverse rights which are not shown on the survey of the Property dated _____ by _____ ("Survey").

12. The Company has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds bordering or running through the Property.
13. The Company has not allowed, and knows of no violation of any covenants, restrictions, agreements, conditions of zoning, or zoning ordinances, affecting the Property.
14. The Company has access to and from said property by means of public road as shown on the Survey, or by access easement recorded in _____ recorded in the Probate Office of _____ County.

This affidavit is given to induce a policy or policies of title insurance to be issued without exception to claims of materialmen's and laborers' liens, special assessments and rights of parties in possession, and as an inducement therefore, Company agrees to indemnify and hold the title insurer and its agent Jefferson Title Corporation harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which they suffer or incur or become liable for under the policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation made herein.

Company:

By:

Its:

The State of Alabama
_____ County

I, _____, a notary public, in and for said County in said State, hereby certify that _____, whose name as _____ of _____ ("Company"), a Corporation, is signed to the foregoing Corporate Seller Owner's Affidavit and Indemnity, and who is known to me, acknowledged before me on this day that, being informed of the statements and obligations outlined therein, he/she as such officer and with full authority, executed same voluntarily for and as the act of said Corporation.

Given under my hand this the ____ day of _____, 20 ____.

Notary Public
Commission Expires: