

AFFIDAVIT AND INDEMNITY BY OWNER- Extended Coverage Policies

WHEREAS the undersigned is the owner ("Owner") of the land (the Land) described in that certain Commitment for Title Insurance issued by CHICAGO TITLE COMPANY (the Company) under No. 500032958_____ (the Commitment), for an ALTA loan policy of title insurance (the "Policy"),

AND WHEREAS, the Proposed Insured(s) under said Commitment is/are requesting the Company to issue its Policy with Extended Coverage, and to delete therefrom the General Exceptions relating to matters not disclosed by a search of the Public Records such as rights or claims of parties in possession, statutory lien rights for labor or materials, special assessments and utility charges,

AND WHEREAS Owner acknowledges that the Company would refrain from issuing said Policy without showing said General Exceptions in the absence of the representations, agreements and undertakings contained herein.

Nothing contained herein shall be construed so as to obligate the Company to issue said Policy without showing said General Exceptions. However, should the Company do so, it will do so in part in reliance upon the undertakings of the undersigned Owner. The issuance of the Policy shall be the consideration for the undertakings contained herein.

AFFIDAVIT

NOW THEREFORE, Owner certifies that:

1. Said Land is owned by Owner, and the ownership thereof has been peaceable and undisturbed.
2. *Unless otherwise stated*, Owner has not entered into any oral or written leases, tenancies or other occupancies with commercial tenants; or has entered into any oral or written leases with residential tenants with a rental period of longer than 12 months.

_____.

(Or, if necessary, please attach the rent roll and copies of any written agreements)

3. *Unless otherwise stated*, Owner has granted no rights of first refusal or options to purchase all or any portion of said land contained within any leases or other documents.

_____.

(Or, if necessary, please attach copies of any written agreements)

4. **Unless otherwise stated**, Owner has not entered into any contracts for the making of repairs or for new construction on said Land or for the services of architects, engineers or surveyors, nor are there any unpaid bills or claims for labor or services performed or material furnished or delivered during the last six (6) months at Owner's request for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc. that will not be paid by Owner.

(Please attach an explanation with a copy of the most current construction cost breakdown)

5. Neither Owner nor any principal of Owner has filed a petition for bankruptcy, which action is pending, nor is Owner a party to any pending action, nor has Owner been served with a summons and complaint nor received any notice of any action which is pending against Owner.
6. There are no outstanding service, installation, connection, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal. Any such charges which may arise prior to the effective date of the Policy of Policies will be paid in full by Owner.
7. There are no unpaid special assessments for sewer, water, road or other local improvement districts, or taxes, except as shown in said Commitment for Title Insurance.
8. Owner has received no notice and has no knowledge of any proceedings which would result in an assessment against the Land.

Owner hereby agrees to indemnify, protect, defend and save harmless the Company at Owner's own costs and charges from and against loss suffered by it (including reasonable attorneys fees) under said Policy (but without prejudice to the right of the Company to defend at the expense of Owner if it so elects) arising out of the failure of any of Owner's statements set forth above to be true and correct when made.

IN WITNESS WHEREOF, the undersigned has executed this agreement this _____ day of _____, 20_____.

STATE OF _____)

ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Printed Name: _____

Residing at: _____

My appointment expires: _____