



## OWNER’S AFFIDAVIT AND AGREEMENT

CATC File #: {{            }}

STATE OF:               Alabama  
COUNTY OF:           {{            }}

The undersigned, (“Affiant”), after being duly sworn on oath, deposes and states as follows:

1. That Affiant is the \_\_\_\_\_ of \_\_\_\_\_ (“Owner”), a \_\_\_\_\_; and that Affiant is of legal age, has knowledge of the statements made herein and is qualified and authorized to make and deliver this Owner’s Affidavit and Agreement on behalf of Owner binding Owner to the matters, agreements and indemnities contained herein;
2. That Owner owns that certain tract or parcel of land known as: \_\_\_\_\_, {{            }}, {{            }}, {{            }} {{            }} and being more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (“Property”).
3. That Affiant is not aware of pending suits, judgments, bankruptcies, claims of lien, liens, deeds of trust, mortgages, federal tax liens, state tax liens, delinquent taxes, delinquent assessments or other matters that could constitute a lien on the Property;
4. That there is no outstanding indebtedness for equipment, appliances or other fixtures attached to the Property;
5. That all bills incurred for labor, services and/or materials used in making improvements or repairs to the Property have been paid;
6. That there are no unrecorded easements, party walls, agreements or right(s)-of-way which encumber the Property;
7. That the Owner has been in undisturbed possession of the Property and the Affiant is not aware of any claim of ownership or other interest by any person for any part of the Property, including but not limited to, any boundary line disputes, encroachments or disagreements which may affect the size or location of improvements on the Property or the size or location of improvements on neighboring property;
8. If the Owner is a partnership: That there has been no change in the membership of the Owner since its organization, or has there been any change in the partnership agreement; and further, that the person or persons executing the closing documents have the authority to bind the partnership;
9. If the Owner is a corporation: That the charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment; and further, that all fees and taxes, including but not limited to state franchise and excise taxes, if applicable, due and payable by said corporation have been paid in full; and further, that the person or persons executing the closing documents have the authority to bind the corporation;



- 10. If the Owner is a limited liability company: That the articles of organization of said limited liability company are in full force and effect and no proceeding is pending for its dissolution or annulment; and further, that all fees and taxes, including but not limited to state franchise and excise taxes, if applicable, due and payable by said limited liability company have been paid in full; and further, that the person or persons executing the closing documents have the authority to bind the limited liability company.
- 11. The exceptions, if any, to the foregoing matters are shown on Exhibit "B", attached hereto and incorporated herein by reference.

The undersigned makes this Owner's Affidavit and Agreement for the purpose of inducing Fidelity National Title Insurance Company to issue a policy or policies of title insurance, knowing that Fidelity National Title Insurance Company will rely upon the truth of the statements herein made, and the undersigned expressly agrees to indemnify and hold Fidelity National Title Insurance Company harmless from any and all loss arising from any inaccuracies contained herein.

Owner:

\_\_\_\_\_  
Affiant's Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner's Address:

\_\_\_\_\_  
\_\_\_\_\_

Owner's Telephone:

\_\_\_\_\_

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_