



## OWNER'S AFFIDAVIT AND AGREEMENT

CATC File #: {{            }}}

STATE OF:           Alabama  
COUNTY OF:        {{            }}}

The undersigned, after being duly sworn on oath, deposes and states as follows:

1. That the undersigned is the owner and occupant of the real estate known as:  
                {{            }}, {{            }}, {{            }} {{            }} "Property".
2. That the undersigned is a citizen of the United States, is of legal age and has never been known by any other name than that used herein.
3. That the undersigned 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 all bills incurred for labor, services and/or materials used in making improvements or repairs to the Property have been paid;
5. That there are no unrecorded easements, party walls, agreements or right(s)-of-way which encumber the Property;
6. That the undersigned 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;
7. That the undersigned is not aware of any violations of covenants or restrictions affecting the Property;
8. That the Property abuts upon a physically open street.
9. In the event the Property is a condominium or a planned unit development, all assessments currently assessed against the Property have been paid, and there is no "right of first refusal" or other restriction on the sale of the Property which has not been waived by the association.

**THE EXCEPTIONS, IF ANY, TO THE FOREGOING MATTERS ARE AS FOLLOWS:**

---



---



---



---



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's Address, if different from the address of the Property:

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

Owner's Telephone:

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_