

AFFIDAVIT AND INDEMNITY BY OWNER
Extended Coverage Policies

STATE OF _____

Title Order No.: 243788-SC

COUNTY OF _____

WHEREAS the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain Commitment for Title Insurance issued by Chicago Title Company of Washington (the Company) under No. 243788-SC (the Commitment), for an ALTA Owner's and/or Loan Policy of title insurance (the Policy or Policies),

AND WHEREAS, the Proposed Insured(s) under said Commitment is/are requesting the Company to issue its Policy or Policies with Extended Coverage, and to delete therefrom the General Exceptions relating to rights or claims of parties in possession, survey matters, unrecorded easements and statutory lien rights for labor or materials, or other matters determinable only by survey, inspection or inquiry,

AND WHEREAS the Affiant acknowledges that the Company would refrain from issuing said Policy or Policies 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 or Policies 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 Affiant. The issuance of the Policy or Policies shall be the consideration for the undertakings contained herein.

The Company reserves the right to require additional indemnification and/or a survey in connection with analyzing its risk in deleting said General Exceptions, and to take special exception for any adverse matters disclosed by this affidavit, a survey or an inspection of the Land.

AFFIDAVIT

The Affiant, being first duly sworn, deposes and says that:

1. Said Land has been owned and occupied by the Affiant for _____ years and the Affiant's enjoyment thereof has been peaceable and undisturbed. There are no other persons (including trusts, corporations, partnerships or limited liability companies) which assert an interest in the property, except (if none, check "None"): ☐ **NONE**

2. The Land at present is in use as: _____.
3. There are no oral or written leases, tenancies or other occupancies, nor any rights of first refusal or options to purchase said land, except (attach list, if necessary, and attach copies of any written agreements or rent rolls, if any; (if none, check "None")): ☐ **NONE**

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4. There are no 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 one hundred twenty (120) days for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc., except (if none, check "None"): ☐ **NONE**

5. Neither the Affiant nor any principal of the Affiant has filed a petition for bankruptcy, which action is pending, nor is Affiant subject to a pending plan in bankruptcy, nor is Affiant a party to any pending action, nor has Affiant been served with a summons and complaint nor received any notice of any action which is pending against Affiant, except (if none, check "None"): ☐ **NONE**

6. There are no unpaid or unsatisfied (1) mortgages, deeds of trust, contracts, security agreements, claims of lien, or judgments, (2) special assessments for sewer, water, road or other local improvement districts, or taxes, including taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records, or (3) service, installation, connection, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal, which are not shown in the referenced commitment, except (if none, check "None"): ☐ **NONE**

7. There are no unpaid amounts of public funds advanced under the provisions of one or more various federal acts relating to health care (including, but not limited to, the Hill-Burton Act (Title 42 USCA, §291, et seq.) or under any state statutes enacted pursuant thereto, which would constitute a lien against the Land, except (if none, check "None"): ☐ **NONE**

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INDEMNITY

The Affiant hereby agrees (1) to indemnify, protect, defend and save harmless the Company from and against any and all loss, costs, damages, and attorney's fees it may suffer, expend or incur under or by reason, or in consequence of or growing out of any such matters not identified in the answers to the questions in the above affidavit, and (2) to defend at the Affiant's own costs and charges in behalf of and for the protection of the Company and of any parties insured or who may be insured against loss by it under said Policy or Policies (but without prejudice to the right of the Company to defend at the expense of the Affiant if it so elects) and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced with respect to said Land.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature

Print Name

This instrument was acknowledged before me on _____ by _____.

Name: _____
Notary Public in and for the State of _____,
Residing at: _____,
My appointment expires: _____