

**AFFIDAVIT AND INDEMNITY AGREEMENT AS TO LEASES,
FIXTURES, ENCUMBRANCES, MECHANICS' LIENS, ETC.**

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public in and for said County and State, personally appeared

known to me and being first duly sworn, deposes and says:

1. That he has been in peaceable and undisturbed possession of the premises known as:

City of _____, located in the County of _____,

State of _____ and embraced in the _____, to

_____ delivered simultaneously herewith title to said premises has never been disputed or questioned.

2. Deponent further states that no person has any valid contract to purchase any part or all of said premises nor does he know of any facts or other reason by or through which possession or title to said premises might be questioned or of any claim to said premises which might be made adverse to the present title to the property.

2. Deponent further says that said property or any part of it is not leased to any person or persons, except:

4. Deponent further says that he does not owe any person for any labor or materials of any kind or character incurred in connection with the construction of any improvements or repairs on said property or furnishings thereon located.

5. Deponent further says that he does not have any judgments, pending litigations, court actions or attachments against Deponent in or from any court and has not been in bankruptcy within the past ten (10) years.

6. Deponent further says that no security interest under the Uniform Commercial Code has been perfected against the improvements, except: _____

7. Deponent further says that the property has not been improved to the extent that the tax assessor could revise or correct the assessment granted under TCA Section 67-5-603, except: _____

8. Deponent further says that he does not have any tax liens or tax claims pending whether recorded or not against said property or himself nor does Deponent know of any taxes of any kind or character which may have been assessed against said property now a lien or now due and payable.

9. Deponent further says that he knows of no mortgage indebtedness or other lien against said property, except

10. Deponent states that the marital status indicated below is correct and Deponent further states that he is above the age of eighteen and under no disability of any kind which would render legal instruments signed by him invalid.

11. Deponent agrees to indemnify and hold harmless said company against any taxes which may become due pursuant to the Agricultural, Forest and Open Space Land Act of 1976.

12. That the undersigned makes this statement for the express purpose of inducing Chicago Title Insurance Company to insure title to said property to be free from adverse claims or liens not herein stated, and of enabling said owner(s) to receive the consideration for sale, lease or mortgage of said property. Affiant(s) guarantee and warrant the statements of fact herein, which shall be constructed as a continual contractual obligation in favor of said company.

13. That in consideration of the issuance of title insurance by said company as aforesaid, the undersigned agree(s) to indemnify and hold harmless said company against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including expense of enforcing this agreement.

The undersigned Deponent (defined as any signatory hereto whether corporate, singular, plural, masculine, or feminine) being first duly sworn on oath does hereby state that the aforesaid facts are true and correct to the best of his knowledge and belief:

Witness my signature this the _____ day of _____, 200____.

Marital Status—_____

Sworn to and subscribed before me this the _____ day of _____, 200__.

Notary Public

My Commission Expires: