

AFFIDAVIT AND INDEMNITY AGREEMENT

REGARDING THE ESTATE OF

WHEREAS, the CHICAGO TITLE INSURANCE COMPANY, hereinafter referred to as “the Company,” is about to issue its Title Insurance Policy Nos. _____, hereinafter referred to as “the Title Insurance Policies”, in respect to the lands described in the Company’s Commitments for Title Insurance Nos. _____, (the “Commitment”); and

WHEREAS, the company has been requested to issue the Title Insurance Policies and may hereafter in the ordinary course of its business, issue title insurance policy or policies or commitments therefore in the form or forms now or then commonly used by the company in respect to the lands or some part or parts referred to as “Future Policies or Commitments,” without exception to debt, federal estate taxes, or state inheritance taxes against the Estate of _____, and

WHEREAS, the Company would refrain from using the Title Insurance Policies in said manner in the absence of the representations, agreements, and undertakings contained herein.

NOW THEREFORE, the undersigned as a material inducement to the Company to issue the Title Insurance Policies in said manner, represents and affirms as follows:

1. We are the heirs or devisees of the Estate of _____, deceased.
2. Creditors, who were unascertainable after reasonable, diligent efforts made by the personal representatives of said Estate, were given notice by publication as prescribed in Tennessee Code Annotated Section 30-2-306.
3. Creditors, whose addresses were known or reasonably ascertainable, were given actual notice in person or by mail.
4. The only claims filed within the prescribed 4-month period were the following: (if none, so state)

5. The Estate is not subject to federal estate, Tennessee state inheritance taxes, or in the event it is subject to these matters, has sufficient assets to satisfy them.

FURTHER, the undersigned, jointly and severally, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree with the Company: (1) to forever fully protect, defend, and save the Company harmless

from and against any and all loss, cost, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend, or incur under or by reason of, or in consequence of, the Title Insurance Policies being issued in said manner; (2) to provide for the defense, at their own expense, on behalf of and for the protection of the Company and parties protected under the Policies who may become so protected, against loss or damage under the Title Insurance Policies (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any items referred to above which may be attempted or asserted, established or enforced into, upon, against, or in respect to the lands or any part thereof, or interest therein; (3) to pay, discharge, satisfy, or remove all or any of the items referred to above, when called upon by the Company after thirty (30) days' notice in writing and mailed to the undersigned at the address set out below; and (4) that each and every provision herein shall extend and be enforced concerning Future Policies or Commitments.

Nothing contained herein shall be construed so as to obligate the Company to issue its Title Insurance Policies in the form requested. However, should the Company issue any such Title Insurance Policies, it will do so in reliance upon the undertakings of the undersigned, and the issuance of such Title Insurance Policies shall be the consideration for the above undertakings of the undersigned.

The Company shall have the right at any time hereafter, upon notice to the undersigned below, when it shall deem necessary, expedient, desirable, or of interest to do so, in its sole discretion, to pay, discharge, satisfy, or remove from the title to said real estate, all or any of the items set out above. The undersigned covenants and agrees to pay the Company all amounts so expended on demand.

_____, Personal Representative of the Estate of _____, deceased, joins in the execution of this instrument for the purpose of attesting to the representations and affirmations contained herein.

IN WITNESS HEREOF, the undersigned have executed this agreement this _____ day of _____, 20____.
