

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY AND  
GAP INDEMNITY AGREEMENT

File No.:

Property  
Address:

STATE OF MISSISSIPPI  
COUNTY OF MADISON

I/We being first duly sworn, on oath depose and state that I,/we, own the following described property:

[Insert Property Description Here]

(the "Property") and,

WHEREAS, the buyer(s) of the Property and/or a lender(s) with a loan secured by an interest in the Property has/have requested \_\_\_\_\_ to issue its policies of title insurance insuring an interest or title to the Property.

WHEREAS, \_\_\_\_\_ is unwilling to commit to issue such policies unless exception is made in its commitment for the following matters ( the "Exception"):

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. ("Gap Matters")

and,

WHEREAS, the Indemnitor has offered to indemnify \_\_\_\_\_ and its issuing agent, RandallSegrest, PLLC if \_\_\_\_\_ will agree to insure against loss which may result from said Gap Matters,

NOW, THEREFORE, to induce \_\_\_\_\_ to issue policy or policies insuring an interest in or title to the Property, which policy or policies will, in consideration of this agreement and at the request of the Indemnitor, indemnify the named insureds against loss which may result from the Exception, the Indemnitor hereby indemnifies and agrees to hold \_\_\_\_\_ and RandallSegrest, PLLC harmless from all liability, loss or damages of any nature, including reasonable attorneys' fees and expenses incurred in enforcing this agreement, which \_\_\_\_\_ or RandallSegrest, PLLC may sustain resulting from the issuance, either now or in the future, of a policy or policies of title insurance which indemnify the named insureds in the policy or policies against loss that may result from the Exception.

Indemnitor further agrees to do whatever is required by \_\_\_\_\_ or RandallSegrest, PLLC to remove said Gap Matters at no cost to \_\_\_\_\_ or RandallSegrest, PLLC.

Further, I/We have owned thePproperty continuously since {{DERVRECO}sp}}, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is/are in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.

4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of 365 days past or since \_\_\_\_\_, whichever is most recent, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
7. The undersigned(s) has/have no knowledge of any due taxes or special assessments not shown on the settlement statement executed simultaneous herewith.
8. The undersigned(s) has/have not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against Seller(s)/Owner(s), either in the aforesaid county or any other county in the aforesaid state which affects the Property.

This affidavit is given to induce \_\_\_\_\_ to issue its title insurance policy or policies without exception to claims of materialmen's laborers' liens, survey matters, special assessments, rights of parties in possession and Gap Matters, and as an inducement therefor, said affiant agrees to indemnify to hold \_\_\_\_\_ and RandallSegrest, PLLC harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said \_\_\_\_\_ or RandallSegrest, PLLC shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

Executed \_\_\_\_\_.

Sellers:

[Insert Signature Block]

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