



OWNER'S AFFIDAVIT AND AGREEMENT

THE UNDERSIGNED, having been duly sworn on oath, state(s) the following:

- a. That I/We have been the owner(s) of the property described below for at least 123 days prior to the date hereof:
1234 Main Street, Roanoke, VA 24018
- b. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 123-day period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) has/have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 123-day period, except the following:
NONE _____ SEE ATTACHMENT HERETO _____
- c. That no adverse claims have been made as to the title to the said property;
- d. That the undersigned has/have done no act to adversely affect the title to said property except matters of record as of the date hereof;
- e. That there are no easements or claims of easements not shown by the public records;
- f. That there are no parties in possession of said property;
- g. That no agreement or contract for conveyance, deed, written lease, or writing whatsoever, is in existence, adversely affecting the title to said property, except those in connection with which this Affidavit is given;
- h. That there are no unpaid or delinquent water and/or sewer bills for said property nor are there any delinquent real estate taxes or assessments against said property; that the undersigned has/have not received notice, or know of any recent or future planned improvements (such as street paving, sidewalks, etc.) that will or might result in a special assessment against this property;
- i. That there are no judgment liens entered against the undersigned in any court;
- j. THAT NO PROCEEDINGS IN BANKRUPTCY HAVE BEEN INSTITUTED BY OR AGAINST THE UNDERSIGNED IN ANY COURT IN ANY STATE.

The Owner(s) of the property, (as seller or borrower in the transaction for which this affidavit is being executed), recognizing that funding may occur prior to the Deed or Deed of Trust being officially filed for record in the appropriate Clerk's Office: agree(s) that in consideration of Fidelity National Title Insurance Company (hereinafter "the Company") issuing said policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title) (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the GAP. The Owner(s) further agree(s) to hold harmless and indemnify the Company against all losses, expenses, costs and fees (including, but not limited to, attorney fees) which may arise out of the Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. The foregoing hold harmless and indemnity shall not be effective with respect to any encumbrance, lien or other objectionable title matter which is of record at the time the documents creating the interest are delivered to the Clerk's Office for recordation or of which the Company becomes aware prior to recordation, unless the owner consents to recordation after it has been advised of the existence of such encumbrance, lien or other objectionable matter.

This Affidavit is given to induce the Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. That undersigned further state(s) that he/she/they is/are familiar with the nature of an oath; and with the penalties as provided by the laws of the State in which the property is located for falsely swearing to statements made in an instrument of this nature. The undersigned further certify(ies) that he/she/they has/have read and understand(s) the full facts of this Affidavit. The undersigned do/does hereby jointly and severally agree to indemnify and hold the Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which said Company shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

_____(Date) _____ (Seal)
John Doe

_____(Date) _____ (Seal)

Commonwealth of Virginia
County/City of _____
Sworn, subscribed to and acknowledged before me this _____ day of _____, 20__.

Notary Public
My commission expires: _____