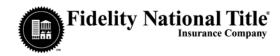


OWNER'S AFFIDAVIT AND AGREEMENT

~				CATC File #:	
	ATE OF:	Alabama			
CC	OUNTY OF:				
Th	e undersigned, ("A	ffiant"), after being d	uly sworn on oat	h, deposes and states a	ıs
	lows:	,,		, 1	
1.	That Affiant is the	e	of		
	("Owner"), a		; and that Aff	iant is of legal age, has	- 3
	knowledge of the	statements made here		ed and authorized to ma	
	_		-	f of Owner binding Ow	
		ments and indemnities		•	
2	, •	that certain tract or p		*	
	and being more pa	articularly described o	on Exhibit "A", a	ttached hereto and	
	incorporated here	in by reference ("Prop	erty").		
3.	That Affiant is no	ot aware of pending s	suits, judgments,	, bankruptcies, claims	of lien,
	liens, deeds of tr	rust, mortgages, feder	al tax liens, stat	te tax liens, delinquen	it taxes,
				titute a lien on the Prop	
4.	_			nt, appliances or other	-
	attached to the Pro	_	1 1	, 11	
_				سنام مناه مسام	1-:

- 5. That all bills incurred for labor, services and/or materials used in making improvements or repairs to the Property have been paid;
- 6. That there are no unrecorded easements, party walls, agreements or right(s)-of-way which encumber the Property;
- 7. That the Owner has been in undisturbed possession of the Property and the Affiant is not aware of any claim of ownership or other interest by any person for any part of the Property, including but not limited to, any boundary line disputes, encroachments or disagreements which may affect the size or location of improvements on the Property or the size or location of improvements on neighboring property;
- 8. If the Owner is a partnership: That there has been no change in the membership of the Owner since its organization, or has there been any change in the partnership agreement; and further, that the person or persons executing the closing documents have the authority to bind the partnership;
- 9. If the Owner is a corporation: That the charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment; and further, that all fees and taxes, including but not limited to state franchise and excise taxes, if applicable, due and payable by said corporation have been paid in full; and further, that the person or persons executing the closing documents have the authority to bind the corporation;



- 10. If the Owner is a limited liability company: That the articles of organization of said limited liability company are in full force and effect and no proceeding is pending for its dissolution or annulment; and further, that all fees and taxes, including but not limited to state franchise and excise taxes, if applicable, due and payable by said limited liability company have been paid in full; and further, that the person or persons executing the closing documents have the authority to bind the limited liability company.
- 11. The exceptions, if any, to the foregoing matters are shown on Exhibit "B", attached hereto and incorporated herein by reference.

The undersigned makes this Owner's Affidavit and Agreement for the purpose of inducing Fidelity National Title Insurance Company to issue a policy or policies of title insurance, knowing that Fidelity National Title Insurance Company will rely upon the truth of the statements herein made, and the undersigned expressly agrees to indemnify and hold Fidelity National Title Insurance Company harmless from any and all loss arising from any inaccuracies contained herein.

	Owner:
	By:
Affiant's Signature	Title:
	Owner's Address:
	Owner's Telephone:
Sworn and subscribed to before me, this	day of, 20
My commission expires:	Notary Public