

**OWNER'S AFFIDAVIT AND INDEMNITY FOR  
EXPANDED COVERAGE POLICIES**

State of Tennessee

County of \_\_\_\_\_

Commitment (Policy) No. \_\_\_\_\_

The undersigned, first being duly sworn, declare(s) upon oath that:

1. The undersigned is/are the owner(s)/seller(s) of certain real property known generally as:
2. Title to the property is good and marketable.
3. The only occupants of the property are the undersigned or the purchasers.
4. There are no unrecorded contracts, deeds, leases, mortgages, options or taxes and/or special assessments affecting the property.
5. There are no disputes with adjoining property owners or others over fence or boundary lines, driveways, walks, or encroachments or improvements, either onto or from the subject property, or unrecorded easements (as evidenced by known pipes or conduits underground, overhead wires, utility poles, and the like) affecting the property. After careful visual inspection of the property there are no joint drives, walks, or party walls.
6. If a decedent's estate is involved:
  - A. The undersigned is the duly appointed representative of the estate; and
  - B. The undersigned has made a reasonably diligent effort to ascertain all decedent's known creditors by: (1) review of decedent's bank statements, tax returns, and personal papers, invoices, receipts and statements found at decedent's home, office and/or safe deposit boxes; and (2) discussions with decedent's employer, spouse, children, parents, and/or next of kin; and
  - C. All debts, taxes, and/or claims of or against said estate have been satisfied in full (or will be satisfied out of the proceeds of this sale, together with other estate assets).
7. There have been no improvements added to the land or construction on the land within the last twelve (12) months except: \_\_\_\_\_ (if none, so state).
8. All mechanics and materialmen who have worked on the improvements or furnished materials therefor, if any, have been paid in full, and there are no persons or entities whatsoever who are in a position to obtain a mechanic's or materialman's lien which would result in a judgment being rendered with priority over the interest being insured by the Policy.
9. If applicable, all assessments by the homeowners' association for the subdivision/condominium have been paid and are current. Any outstanding assessments are not yet payable.
10. [I do] [We do] not know of any pending repairs or improvements to be made to the street(s) adjacent to the property.
11. The property is improved with a one-to-four family residence, having an address of: \_\_\_\_\_, and does not have a separate building, garage or apartment used as a second residence.
12. Any improvements [I] [we] added to the land were authorized by a building permit, except:  
\_\_\_\_\_.
13. [I am] [We are] not aware, and have not been told, that the improvements on the property violate any building permit, zoning or subdivision law or regulation, or any covenants, conditions or restrictions, except:  
\_\_\_\_\_.
14. [I am] [We are] not aware, and have not been told, that the improvements on the property encroach over any building set-back lines, easements or boundary lines, except: \_\_\_\_\_.

15. [I am] [We are] not aware, and have not been told, that any person or entity has any rights, easements, licenses or other agreements, allowing them to use, encroach on or travel over any part of the property, except:

\_\_\_\_\_.

16. [I am] [We are] not aware, and have not been told, that the improvements by our neighbors encroach over the boundary lines of the Premises, except:\_\_\_\_\_.

17. There is actual pedestrian and vehicular access to and from the property, except for: \_\_\_\_\_.

18. THE EXCEPTIONS, IF ANY, TO THE FOREGOING MATTERS NOT OTHERWISE ADDRESSED ARE AS FOLLOWS:

THIS AFFIDAVIT IS MADE FOR THE PURPOSE OF INDUCING [insert name of title insurer] to issue a policy or policies insuring the title to the property without one or more of the standard ALTA title exceptions 1 through 4, and without exception for unfilled mechanics' and materialmen's liens AND for the purpose of inducing [insert name of title insurer] to issue its policy(ies) of title insurance which may provide coverage as to the items set out above and that the statements made herein are true and correct of [my] [our] own knowledge; and as an inducement to such issuance by [insert name of title insurer], the undersigned agree(s) to INDEMNIFY AND HOLD HARMLESS [insert name of title insurer], its agents/assigns (including the closing attorneys) from any loss, liability, costs, and expenses, including attorneys' fees, which it may incur or for which it may become liable under its policy or policies, either directly or indirectly, as a result of any claims or losses from the above, including any such costs incurred in defense of such claims resulting from any errors or incorrectness of this affidavit, or resulting from any defects, liens, encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or mortgage, which were caused or agreed to by [me] [us].

The execution of this affidavit does not obligate the Company to delete any of the referenced exceptions. The Company reserves the right to rely on any information available in making a final determination regarding the deletion of such exceptions.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_

My Commission expires:\_\_\_\_\_