

RESIDENTIAL OWNER'S AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF _____

COUNTY OF _____

Commitment No.: _____ (hereinafter "the Commitment")

Before me, the undersigned Notary Public in and for said County and State, personally appeared

_____ (hereinafter "Affiant"),
known to me and being first duly sworn, depose(s) and say(s):

1. That _____, own(s) the
following real property in _____ County, Tennessee (hereinafter "the Property"):

2. That said owner(s) is/are in possession of the Property, which is a one-to-four family, residentially improved lot or condominium unit.

3. That all indebtedness due anyone for labor, materials, or services which might be liens on the Property are fully paid, except (if none, check "none"):

NONE

4. That no outstanding security interest under the Uniform Commercial Code has been perfected against the improvements on the Property, except (if none, check "none"):

NONE

5. That there are no judgments, pending litigation, executions or attachments, in or from any court affecting the Property, except (if none, check "none"):

NONE

6. That no bankruptcy proceeding in any Federal Court has been filed against or by any owner of the Property, except (if none, check "none"):

NONE

7. There is no outstanding contract of sale, conveyance or encumbrance affecting the Property, except (if none, check "none"):

NONE

8. That all persons who have executed or will execute instruments conveying or encumbering the Property are at least 18 years old and are free from legal disability.

9. That, other than as shown in the Commitment, there are no outstanding mortgage or deed of trust liens affecting the Property, except (if none, check "none"):

NONE

10. That, to the best of Affiant's knowledge, the Property has pedestrian and vehicular access.

11. That, to the best of Affiant's knowledge, the Property is not improved by a mobile home or manufactured home that has not been permanently affixed in compliance with State law;

12. That, to the best of Affiant's knowledge, no violations of zoning ordinances, subdivision laws or restrictions have taken place with respect to the Property.

13. That, to the best of Affiant's knowledge, no improvements have been made to the Property without obtaining a proper building permit where one was required.

14. That, to the best of Affiant's knowledge, there are no boundary line disputes, claims, encroachments or other fact(s) that would affect the total area of the land or the boundaries of the land to be insured.

15. That since the last effective date of the Commitment, the status of the title to the Property set forth therein has not changed, and, further, no defects, liens, encumbrances, adverse claims or other matters have occurred or have been created which would give rise to a claim under any policy to be issued to the purchaser(s) or mortgagee(s) in connection with this transaction.

16. That the Affiant makes this statement for the express purposes of inducing

_____ (hereinafter collectively

“Company”) to insure title to the Property to be free from adverse claims or liens not herein stated, and of enabling said owner(s) to receive the consideration for sale, lease or mortgage of the Property. Affiant guarantees and warrants the statements of fact herein, which shall be construed as a continual contractual obligation in favor of the Company.

17. That in consideration of the issuance of title insurance by Company, Affiant agrees to indemnify and hold harmless said Company against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including expense of enforcing this agreement.

18. That Affiant is not a "foreign person", but rather is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and that the undersigned is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation which might otherwise be imposed under Section 1445(a).

Subscribed and sworn to before me this the _____ day of _____, 20____.

Notary Public

My commission expires: _____