

Affidavit and Indemnity Agreement - COVID-19

Seller

Purpose: In response to the outbreak of the Coronavirus (COVID-19) and the declared states of national and local emergency, a number of government offices have been closed or have had their access significantly limited. As a result, the processing and recording of deeds, deeds of trust and other title documents in some jurisdictions has been, and will be, impacted. Although **Attorneys Title Guaranty Fund, Inc (“Title Insurer”)** is willing to continue to insure titles for purchasers and lenders under its current policy forms through the ultimate recording date of the deed, mortgage, deed of trust or other insured title document, neither Title Insurer nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____ (“Affiant” or “Seller”), who depose(s) and say(s) under penalties of perjury that:

(When used, “Affiant”, “Seller” and “Buyer”, include singular or plural as context so requires or admits.)

1. Property. Affiant is the Seller of certain real property (the “Property”) identified in Title Insurer’s Title Commitment under File No. _____, (the “Title Commitment”).
2. Gap. Affiant(s) agrees to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other matter adversely affecting title being placed against the title to the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement (in the event the County Clerk and Recorder has closed, the date of settlement is amended to the last date the County Real Property Records have been certified by the Clerk and Recorder) and the date of the recording of the mortgage, deed of trust or other title document, Seller’s agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and Title Insurer against all expenses, costs and attorneys’ fees that may arise out of Seller’s failure to so remove, bond or otherwise dispose of any such liens, encumbrances or adverse matters of title to the satisfaction of Title Insurer.
3. Pending Actions. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency.
4. No Construction. There is no pending, or contemplated construction of any improvements of whatsoever kind or nature to the Property. Affiant agrees not to contract for or permit any construction of improvements to the Property prior to the final recordation of the deed of conveyance and any mortgage or deed of trust.
5. Title Exceptions. There are no judgments, mortgages, encumbrances or liens of any nature against the Affiant and/or known to the Affiant affecting the Property other than those shown on the Title Commitment.
6. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing _____ [*insert agent name*] and **Title Insurer** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Affiant hereby holds _____ [*insert agent name*] and **Title Insurer** harmless and fully indemnifies same (including but not limited to attorneys’ fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

Affiant(s) understands and agrees:

- (a) Neither Title Agent nor Title Insurer can provide any estimate as to the time of recordation of the deed of trust or other title documents in the Land Records.
- (b) Among other things, Borrowers may not be able to refinance or sell the Property, or provide recorded evidence of the status liens against the Property until the time that the deed of trust or title document is recorded in the land records.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Affiant)

(Affiant)

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

Sworn to, affirmed, and subscribed before me this ____ day of _____, 20____, by

who is/are personally known to me or who has/have produced

_____ as identification.

Notary Signature: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

[PLACE NOTARIAL SEAL]