## Stewart Title Guaranty

## Title Insurance Affidavit / Gap Indemnity

I/We

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being first duly sworn, depose and say as follows:

1. That I am/we are the owner(s) of certain premises situated in the Town (City) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. That within the last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days [insert statutory lien period], including the date hereof, no person, firm or corporation has furnished any labor, services or materials in connection with the construction or repair of any buildings, fixtures or improvements on the herein described premises, except (if work has been performed or materials furnished within the time period set forth above, please explain fully and state whether payment for same has been made in full)

3. That there are no present tenants, lessees or other parties in possession or who have a right to possession of said premises, except (if none, state "none")

4. That I/we have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as reflected on the Closing Disclosure or Settlement Statement

5. That I/we have no knowledge of, nor have I/We created, any violations of any covenants, restrictions, agreement, conditions or zoning ordinances affecting said premises.

6. That I/we make this Affidavit for the purpose of inducing a purchase, lease and/or mortgage on said premises, and for the purpose of inducing Stewart Title Guaranty Company (the “Company”) to issue a policy or policies of title insurance and acknowledge that the Company is relying on the statements made herein. and I/We hereby agree to indemnify **and hold harmless the Title Insurance Company from any loss resulting from reliance upon the truth and accuracy of the statements contained herein*.***

7. That in consideration of Stewart Title Guaranty Company’s (the “Company”) issuance of its policy or policies effective as of disbursement without taking exception therein for matters which may arise between the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[INSERT DATE OF REGISTRY CLOSURE] and the date the documents creating the interest being insured have been filed for record, and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien, or objectionable matter of title which may arise or be filed, as the case may be, against the captioned premises during the period of time between the date of its commitment to issue its policy of title insurance and the date of recording of all closing instruments, and to hold harmless and indemnify the Company and its agent against all expenses, costs and attorney fees, which may arise out of the failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. Further, the undersigned shall be liable for all expenses, costs and attorney’s fees which may be incurred in the enforcement of this agreement.

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020.

Name: Name:

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ss

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned notary public, personally appeared (name of document signer(s)), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_\_\_\_\_\_\_, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public –

My commission expires