**SELLER'S/OWNER'S**

**AFFIDAVIT AND INDEMNITY**

State of Virginia**,** County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [File No.: ]

I / We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being first duly sworn, on oath depose and state that I, we, own the following described property:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

I/We have owned the property now being sold or mortgaged by me continuously for years, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.

2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining landowners nor has/have the undersigned encroached upon any property of adjoining landowners.

4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and had/have no knowledge of such adverse rights.

5. The Seller(s)/Owner(s), at present, and for a period of 123days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefore remain unpaid.

6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.

7. The Seller(s)/Owner(s) has/have no knowledge of any due taxes or special assessments.

8. The Seller(s)/Owner(s) has/have not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.

9. The Seller(s)/Owner(s) has/have no knowledge of any pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner(s), either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce **CATIC**, a corporation, to issue its title insurance policy or policies without exception for claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold **CATIC** harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which **CATIC** shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to and subscribed before me

this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Seller/Owner of Property

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

Notary Public for State of Virginia \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller/Owner of Property