

Affidavit and Indemnity Agreement - COVID-19

Individual Buyer or Borrower

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____ (“Affiant” or “Buyer/“Borrower”), 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 buyer/borrower “Borrower” of certain real property (the “Property”) described as:

[insert legal description]
2. Gap. There are no matters pending against Buyer/Borrower that would give rise to a lien which would attach to the Property between _____ *[insert date and time]*, the Effective Date of **North American Title Insurance Company** (“**Title Insurer**”) Title Commitment under File No. _____, (the “Title Commitment”) and the recording of the interest to be insured on the Owner's/Loan Policy to be issued pursuant to the Title Commitment. Except as expressly stated in the Title Commitment, Buyer/Borrower has not and will not execute any instruments that would adversely affect the interest to be insured and Buyer/Borrower has not taken any action preceding the Effective Date of the Commitment which would result in any lien attaching to the Property prior to the date of the recording of the instrument to be insured.
3. Pending Actions. There are no actions or proceedings now pending in any State or Federal Court to which the Buyer/Borrower 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 NATIC 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 NATIC 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.

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]

Agent File No. _____

Lender File No. _____

Closing Date: _____

Consent to Disburse Prior to Recordation of Deed, Mortgage and Note

Due to the existing, imminent and potential closing of one or more county clerk's recording offices in states caused by social distancing and health concerns related to the COVID-19 virus, and in order not to delay the settlement process, including allowing the Buyer/Borrower to accept ownership and take possession of the Property relating to the purchase, sale and loan on that certain real property located at (Property):

Address:

Legal Description:

_____ as Seller, _____ as Lender, and
_____ as Buyer/ Borrower, notwithstanding published lender and escrow instructions, hereby authorize and consent to the full disbursement of all closing and settlement related funds according to the settlement statement for the conveyance of the Property and tendering of ownership and possession of the Property to the Buyer/Borrower in advance of final recordation with the applicable county recording office.

North American Title Insurance Company, the title insurance underwriter on this transaction, has already confirmed its acceptance of this modified process in order to allow the settlement and conveyance to proceed and has agreed to this Consent to Disburse.

Seller: _____

Lender: _____

Date: _____

Date: _____

Buyer: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Underwriter:

North American Title Insurance Company

BY


Emilio Fernandez, PRESIDENT

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Seller

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”) described as:

[insert legal description]
2. Gap. There are no matters pending against Seller that would give rise to a lien which would attach to the Property between _____ [insert date and time], the Effective Date of **North American Title Insurance Company (“Title Insurer”)** Title Commitment under File No. _____, (the “Title Commitment”) and the recording of the interest to be insured on the Owner's/Loan Policy to be issued pursuant to the Title Commitment. Except as expressly stated in the Title Commitment, Seller has not and will not execute any instruments that would adversely affect the interest to be insured and Seller has not taken any action preceding the Effective Date of the Commitment which would result in any lien attaching to the Property prior to the date of the recording of the instrument to be insured.
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. 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.
5. 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 NATIC 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 NATIC 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.

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]