**BUYER/BORROWER'S AFFIDAVIT AND INDEMNITY**

**STATE OF**

I/We, the undersigned, being first duly sworn, under oath depose and state that:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **MARITAL STATUS:** | 1. | Borrower/s

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| --- | --- | --- |
| ​​ |  | Single, Never Been Married |
|  |  |  |
| ​​ |  | Married |
|  |  |  |
| ​​ |  | Divorced |
|  |  |  |
| ​​ |  | Widowed |
|  |  |  |
| ​​ |  | Corporation/Company/LLC |
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| **NOTICE OF AVAILABILITY OF SURVEY:** | 2. | I/We understand that I/we have the right to obtain a survey which may: (1) determine whether the words of the real estate description conform to the actual land; (2) determine whether structures of fences on the premises encroach on neighboring property, violate setback lines or zoning ordinances; (3) show rights of persons not revealed by the public records, such as existing utility lines and neighbors who encroach or possess the property; and (4) show access to land. I/We further understand that without a survey I may not know these facts and that the additional cost of a survey is approximately $250.00 to $400.00 if I/we request it at this time. I/We understand that if I/we am/are uncertain as to whether I/we should obtain a survey, that I/we are advised to seek independent advice with regard to this transaction. I/We **do not** request a survey at this time. |
| **TAX ESCROW:** | 3. | I/We do hereby acknowledge and understand that the amount of tax escrow (if any) collected by in our monthly payment of the above referenced loan is based on an estimate at the present and provided by the parish Tax Assessor's office. I/We understand that the amount of taxes for this year cannot be ascertained with a 100% degree of certainty by the closing agent, abstractor or tax assessor. I/We understand, that because of this, when an escrow analysis is conducted on this loan there may be a shortage in the escrow account due to the Tax Assessor's assessment or re-assessment of the property. I/We agree, understand and consent that in the event an escrow shortage arises, I/we am/are obligated to and will submit the difference to this account held by the lender. I/We further agree to hold harmless Iconic Title Agency LLC​​, its agents, employees, successors and/or assigns, and the Lender in connection with the under estimate of property taxes due. This is not a waiver of rights against any other person or entity that might be responsible for any portion of a discrepancy in the amount of property taxes owed. |
| **PROPERTY ACCEPTANCE:** | 4. | I/We hereby certify that I/we have inspected the above referenced property which I/we have purchased and accept this property in its present condition.Further, I/we understand that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ and/or its assigns are only providing a mortgage loan on the property and Iconic Title Agency LLC​​, is providing closing services and neither party, in any way, warrant the present or future condition of the property. |
| **SALES CONTRACT****CERTIFICATION:** | 5. | I /We, as purchaser of the above described property, certify that (1) all conditions of the sales contract have been met, and (2) all repairs to the property have been made to my/our satisfaction. |
| **PRO RATED TAXES:** | 6. | I/We hereby acknowledge that the ad valorem taxes for the current year assessed against the property, which SELLER has this date conveyed unto me/us, will be paid in accordance with the following:Taxes for the current year have been prorated on the bases of the taxes and assessments for the previous year furnished by the Tax Assessor's office, or as otherwise estimated, and credited to BUYER. BUYER hereby agrees that, if the assessment for the current year is lower than estimated and SELLER'S pro rata share of the taxes is less than the amount pro rated, BUYER will refund to SELLER the amount by which the proration exceeded his/her/their share. I/We hereby acknowledge that this procedure is followed because of the amount of taxes for the current year cannot be ascertained from the Parish and/or City. As further consideration for the conveyance of the property herein, I/we agree that if a claim hereunder is placed in the hands of an attorney by the other party, I/We will pay reasonable attorney's fees incurred in collection the amount due. I/We further relieve Iconic Title Agency LLC​​, the undersigned Notary, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ from any and all responsibility as a result of the tax proration and quotation by the said lending institution. |
| **AGE:** | 7. | I/We are, at present, 18 years of age or older. |
| **RESTRICTIVE COVENANTS:** | 8. | I/We acknowledge that I/we have been notified that there may be restrictive covenants affecting the property and that I/we may obtain a copy from Iconic Title Agency LLC​​ upon request or from the subdivision association. I/We understand that there may be a cost involved in obtaining a copy. |
| **HOMESTEAD EXEMPTION:** | 9. | I/We acknowledge that I/we are aware of the homestead exemption requirement (if applicable in this transaction) as it applies to the State of Louisiana, and hereby agree to take full responsibility to file for homestead exemption with the Assessor in the Parish in which the property is located prior to the end of the current year. |

This affidavit is given to induce Iconic Title Agency LLC​​ (as agent), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ (as underwriter) to issue a title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefore, said affiant agrees to indemnify, defend and hold harmless Iconic Title Agency LLC​​, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ and the undersigned Notary of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said Iconic Title Agency LLC​​, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​, and/or undersigned Notary 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.

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| STATE OF I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, make this my affidavit and state:Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Affiant’s NameSubscribed and sworn to before me on this day of , 202 by <SIGNOR>.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Notary Public SignatureMy Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_​​ |