**SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY**

STATE OF

​​

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

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| --- | --- | --- |
| **OWNERSHIP:** | 1. | I/We own the following described property: |
| **MARITAL STATUS:** | 2. | Andercof GP​​

|  |  |  |
| --- | --- | --- |
| ​​ |  | Single, Never Been Married |
|  |  |  |
| ​​ |  | Married |
|  |  |  |
| ​​ |  | Divorced |
|  |  |  |
| ​​ |  | Widowed |
|  |  |  |
| x​​ |  | Corporation/Company/LLC |
|  |

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| **Liens:** | 3. | In the Affidavit, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. Examples of liens are (i) a judgment of a court (federal, state or otherwise) for the payment of money owed; (ii) a mortgage on real estate given as security for a loan; (iii) an obligation owing to a contractor, subcontractor, suppler or other mechanic who has furnished labor or material for the improvement of real estate for each money is owed; and (iv) taxes and assessments assessed against real estate.**There are no liens against the above property as a result of (1) debts that we owe or (2) obligations we have undertaken, except:**1. Real estate taxes and assessments for the current year
 |
| **NO KNOWLEDGE OF TITLE DEFECTS:** | 4. | I/We know of no 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/us. |
| **NO KNOWLEDGE OF ADVERSE POSSESSION** | 5. | No party other than the Seller(s)/Owner(s) is/are in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will, land contracts, sale contracts, options or other document(s). |
| **NO ACT TO CHANGE BOUNDARIES** | 6. | At no time during the period of ownership of the premises above described have I/we conveyed any 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. |
| **NO ENCROACHMENT:** | 7. | I/We have allowed no encroachments on the subject property by any adjoining land owners nor has the undersigned encroached upon any property of adjoining land owners. |
| **NO EASEMENTS OR RIGHTS OF WAY** | 8. | I/We have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights passage to others over the premises above described and have of knowledge of any such adverse rights. |
| **NO MECHANIC 'S LIENS; RIGHTS TO LIENS:** | 9. | I/We, at present, and for a period of 90 days past, have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has contracted for any material to be delivered to the premises for which charges therefore remain unpaid. |
| **NO HIGHWAYS, ABANDONED ROADS, KNOWLEDGE:** | 10. | I/We have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial ground, springs, streams, rivers, ponds, or lakes bordering or running through said premises. |
| **AGE:** | 11. | I/We are, at present, 18 years of age or older. |
| **FIXTURES:** | 12. | I/We have fully paid for all fixtures, appliances, or other personal property attached to or otherwise used with the improvements on the Property. |
| **NO PENDING GOVERNMENTAL IMPROVEMENTS:** | 13. | There has been no work done, and 1/we have not received any notice(s) that any work is to be done, by, or at the direction of the City, Village, Parish, Township, State of Louisiana, or any sewer districts or other governmental authorities or political subdivision(s), in connection with the installation of sewer, water, curbs, sidewalks, streets or alleys or repairs of improvements thereto. |
| **NO NUISANCE OR CONDEMNATION; CODE VIOLATIONS:** | 14. | I/W e have not received any notice from any governmental authority for the removal or abatement of any nuisance or any notice of condemnation or other exercise of power of eminent domain, or for the violation of any Housing Code or Zoning Regulation concerning the Property. |
| **NO HIDDEN STRUCTURAL DEFECTS:** | 15. | There are no hidden structural defects (or other defects) in the Property, that have not been disclosed, in writing. |
| **BOUNDARY LINES, ETC.:** | 16. | All of the utilities and improvements concerning the Property are located within the boundary lines of the Property or within lands dedicated to public use or within in recorded easements for the name. There have been no violations of any restrictions. affecting the Property. There are no disputes with any adjoining property owners as to the location of property lines or the encroachment of any improvements. |
| **NO LAWSUITS:** | 17. | There are no pending lawsuits against me/us in any court. I/We have not received notice of any lawsuits pending against me/us. |
| **NO BANKRUPTCY OR****RECEIVERSHIP:** | 18. | I/We are not debtors in any proceeding under the bankruptcy laws of the United States and no bankruptcy or insolvency proceedings have been started by or against me/us. No receiver or trustee has ever been appointed to take possession of the Property. Our sale of the Property is not made for the purpose of hindering, delaying or defrauding any of our creditors. |
| **TAXES AND UTILITY BILLS:** | 19. | I/We are not indebted to the Federal Government or any other public authority for taxes, assessments, or other charges against the Property, including water and sewer charges, due or delinquent, of any nature whatsoever. |
| **SHORTFALL:** | 20. | I/We understand, consent and agree that it is my/our obligation to pay the amounts payable to lenders, mortgage holders, creditors and any other party or entity to who amount(s) are owed monies in connection with this transaction and that Iconic Title Agency LLC​​. is disbursing amounts to these parties/entities as an accommodation on my/our behalf. I/We agree that in the event there is any shortfall in any amounts necessary to pay, in full, the indebtedness in connection with any of these parties/entities, I/we will immediately (within 24 hours) and fully pay to Iconic Title Agency LLC​​ the amounts necessary to overcome these shortfalls. It is understood that Iconic Title Agency LLC​​ does not assume liability for the obligations owed by me/us and that this obligation is a continuing obligation that applies to any/all entities owed monies in connection with this transaction. Further, I/we hereby relieve Iconic Title Agency LLC​​ and undersigned Notary from any and all responsibility as a result of any payoff quotation provided by lending institution(s). |
| **FLOOD DISCLOSURE:** | 21. | I/We hereby certify that the subject property has [ ​​ ] has not [ ​​ ] flooded during my period of ownership. |
| **PRORATED TAXES:** | 22. | I/We hereby acknowledge, as SELLER, that the ad valorem taxes for the current year assessed against the property, which I/we have this date conveyed unto Buyer, will be paid in accordance with the following:Taxes for the current year have been prorated on the basis of the taxes and assessments for the previous year furnished by the Tax Assessor's office, or as otherwise estimated, and credited to the BUYER. I/We hereby agree that, if the assessment for the current year is changed by virtue of this sale and/or if SELLER's pro rata share of taxes is less than the amount which has been prorated, I/we will pay any additional prorate of taxes to the BUYER when the same becomes due and owing. 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. |

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.

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

Sworn to and subscribed before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_.

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

Notary Public