

**AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO
CORONAVIRUS PANDEMIC**

Property: _____

Date of Closing: _____

Seller(s): _____

Buyer(s): _____

File No(s): _____

Commitment: _____

In response to the outbreak of the Coronavirus and the declared state of emergency at the national, state and local level, Courts and governmental offices, have been closed or have had access significantly limited. As a result, the processing and recording of deeds and other title documents in some jurisdictions as been, and will be, impacted. Fidelity National Financial will continue to insure title for purchasers and lenders for transactions up to \$_____ but not to include construction loans, through the ultimate recording date of the deed, deed of trust or other insured title document, neither Fidelity National Financial nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to _____ (hereafter "Title Agent") to conduct settlement and to Fidelity National Financial to issue policy or policies of title insurance, the undersigned agree as follows:

Seller (s) certify:

- (a) There are no unrecorded and/or outstanding leases, contracts, options, agreements, trusts or other inchoate rights, interests affecting the Property which have not been disclosed to Fidelity National Financial or its agent in writing.
- (b) All labor and materials used in construction or improvements, repairs or modifications to the Property have been paid for and there are now no unpaid bills for labor or material against the improvements or Property. The Sellers have received no notice of any mechanic liens claim.
- (c) There are no unrecorded liens or encumbrances affecting the Property, which are not being paid or adjusted as part of the current transaction.
- (d) Sellers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Sellers have no knowledge or notice that work has been or will be performed by any governmental body including but not limited to the installation of water or sewer lines or other utilities or for improvements such as paving or repaving of street or alleys or the installation of curbs and sidewalks.

- (e) Sellers agree to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other objectionable matter of tile being placed against the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Sellers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and Fidelity National Financial against all expenses, costs and attorney's fees which may arise out of Sellers failure to so remove bond, otherwise dispose of any such liens, encumbrances or objectionable matters of title to the satisfaction of Fidelity National Financial.

Buyer(s) understand and agree:

- (a) Neither Title Agent nor Fidelity National Financial can provide an estimate as to the date or recordation of the deed or other title documents in the Land Records.
- (b) Among other things Buyers may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of and legal title to, the Property until the date that the deed or title document is recorded in the Land Records.

The undersigned solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Affidavit are true and that this Affidavit is executed in the order to induce the Title Agent to make and complete the settlement on the Property and to induce Fidelity National Financial to issue its policy or policies of title insurance, insuring title to the Property.

Sellers:

Signature

Print

Buyers:

Signature

Print

SUBSCRIBED, SWORN TO, and acknowledged before me this _____ day of _____, 2020.

NOTARY PUBLIC
MY Commission Expires: