

State of Alabama )  
County of Shelby )

**INDEMNITY AND HOLD HARMLESS AFFIDAVIT FOR USE WITH  
NO SURVEY ON RESIDENTIAL PROPERTY**

THIS AFFIDAVIT MADE this 10th day of November, 2003, by David R. Clarke and Frances Clarke, herein called applicants, to Alabama Title, herein called Title Company, upon the following terms and conditions expressed:

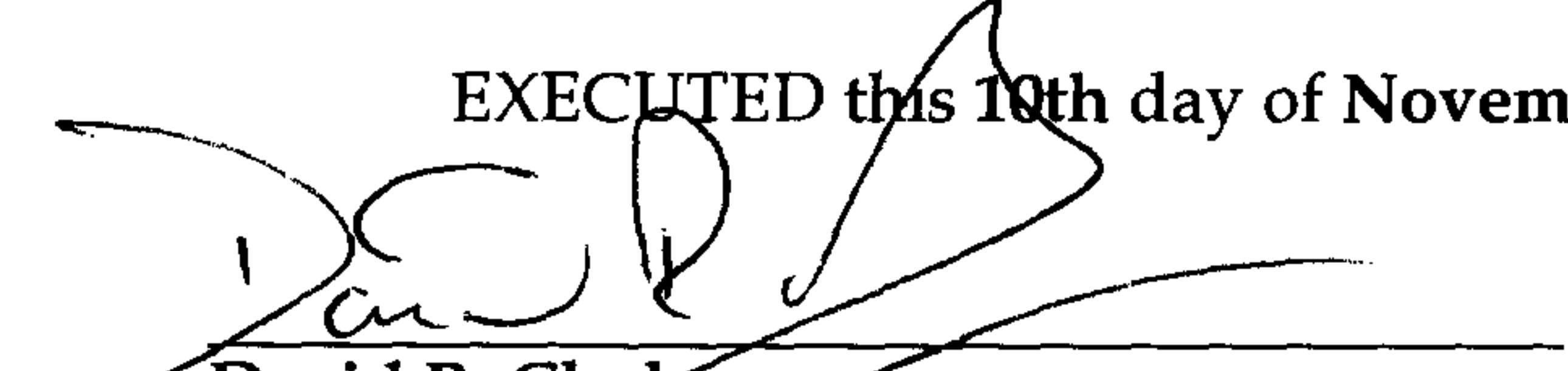
- 1. **PURPOSE.** The purpose of this Affidavit is to induce The Title Company to give affirmative coverage over matters of survey without taking exception to matters that a current survey might reveal.
- 2. **PROPERTY.** Applicants are the owners of certain real property situated in the county of Shelby, State of Alabama, more particularly described in below, and have applied for a title insurance policy. In lieu of providing a current survey of the property, Applicants do hereby depose and state that the Applicants have personal knowledge of the location of all easements and improvements on subject property, that Applicants have located all property corners of subject property and has inspected the lot lines and that the Applicants do hereby certify to the Title Company that there are no encroachments onto adjoining property, streets or alleys or easements by any building structures or other improvements on subject property and that there are no encroachments onto subject property by buildings, structures or other improvements situated on adjoining property.

**SEE ATTACHED EXHIBIT "A"**

3.. **TITLE INSURANCE POLICY.** In consideration of this affidavit of indemnity, Title Company hereby agrees to issue, in accordance with the established underwriting procedure of the Company, its mortgagee policy of title insurance without exception to matters that a current survey might reveal. Applicant understands and agrees that survey exceptions will appear on the owners policy, if one is issued, which means the owner will not be covered for any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.

4. **INDEMNITY.** Applicants do hereby indemnify and hold Alabama Title , the lender, and Closing Services, Inc., harmless for any and all claims arising as a result of or over the fact that a current survey of the property was not provided. Applicants obligate themselves to pay for any loss or expense incurred, including the cost of Court and other defense cost, including but not limited to any attorney fees, witness fees, Court Costs and other reasonable incidental expense.

EXECUTED this 10th day of November, 2003.


  
David R. Clarke  
APPLICANT

  
Frances Clarke  
APPLICANT

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David R. Clarke and Frances Clarke, herein called applicants, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 10th day of November, 2003.

  
G. Wray Morse Notary Public  
My Commission expires: 9/10/2004

## EXHIBIT "A"

**Lot 107, according to the Survey of Weatherly Oxford, Sector 10, as recorded in Map Book 19, Page 38, in the Office of the Judge of Probate of Shelby County, Alabama.**