

**GAP Affidavit of Understanding
and Indemnity and Hold Harmless Agreement
due to Covid-19 and uncertainty of recording information**

Property: _____
Date of Closing: _____
Seller(s)/Owner: _____
Buyer(s)
(if applicable): _____
File No: _____
Commitment No: _____

In response to the outbreak of the novel Coronavirus (COVID-19), a number of government offices have been closed or have had their access significantly reduced. Although Agents National Title Insurance Company (ANTIC) is willing to continue to insure titles for purchasers and lenders under its current policy forms through the ultimate recording date of the deed, deed of trust/mortgage or other title documents, ANTIC nor _____ (Title Agent) can provide any estimates as to the date of recordation of such title documents in the land records.

As an inducement to Title Agent to conduct settlement services and ANTIC to issue its policy or policies of title insurance, the undersigned, being duly sworn according to law, deposes and says:

1. I/We am/are, _____ of _____ (mark N/A if not applicable) which is either the owner or Lessee (Owner) of the various properties identified in Exhibit A, attached hereto and made a part hereof (collectively referred to as the Property); and
2. In my capacity as such as I am familiar with the management and operation of the Property by _____ (mark N/A if not applicable).
3. There are no tenancies, leases, subleases, occupancies or parties in possession of the Property permitted by Owner other than those identified on Exhibit B attached hereto and made a part hereof.
4. That there have been no improvements, repairs, additions or alternations performed upon said Property within the past _____ days; that Owner has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, and that there are not parties actually known to owner or lessee who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations on said Property.
5. Owner has neither executed nor given authority to anyone else to execute on its behalf, any deed, deed of trust, mortgage, lease, contract of sale of other instrument that might affect the title to the Property, except matters of record; and no bankruptcy proceedings in any Federal Court have been filed against or by Owner.

6. Owner has 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 included, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving streets or alleys, or the installation of curbs or sidewalks.
7. Owner agrees to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other matter adversely affecting title being placed against the title to 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, deed of trust, mortgage or other title document, Owner agrees to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify ANTIC and Title Agent against all expenses, costs and attorneys' fees that may arise out of Owner's failure to so remove, bond or otherwise dispose of any such liens, encumbrances or adverse matters of title to the satisfaction of ANTIC.
8. This affidavit is given to induce ANTIC to issue its policy/policies of title insurance insuring _____ as Owner or Lender on the Property respectively; with full knowledge that ANTIC will be relying upon the statements contained herein.
9. That in consideration of ANTIC issuing its policy/policies effective as of the date of closing without making exception therein of matters which may arise between the date of registry closure and the date documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect the title, to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter which may arise or be filed, as the case may be, against the Property as a result of any act or omission of the undersigned during the period of time between the date of the title commitment(s) issued by Agents National Title Insurance which commitment(s) are identified on Exhibit attached hereto and made part hereof and the date of recording of all closing instruments, and to hold harmless and indemnify ANTIC and Title Agent against all expenses, costs and attorney's fees, which may arise out of our failure to so remove, bond or otherwise dispose of any liens, encumbrances or objectionable matters.

Subscribed and sworn to under the pains and penalties of perjury this ____ day of _____, 20__.

State:
County:

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

Notary Public –
My commission expires