

**BORROWER'S AFFIDAVIT AND INDEMNITY**  
**EQUITY TITLE**

Escrow No.: \_\_\_\_\_

The Undersigned, Owner-Borrower of the Real Estate and Improvements located at:  
\_\_\_\_\_ and more particularly described as follows:

hereinafter referred to as the "property," being first duly sworn on oath, for the purpose of inducing **Equity Title**, to issue its ALTA Policy of Title Insurance, Commitment No. \_\_\_\_\_ in connection with the property, do hereby make the following representations with full knowledge and intent that **Equity Title** shall rely thereon:

Initials

1. \_\_\_\_\_ There are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanic's or materialmen's liens affecting the property for materials or labor furnished for the construction and erection, repairs or improvements contracted by or on behalf of the undersigned on the property.
2. \_\_\_\_\_ There are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. \_\_\_\_\_ There are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
4. \_\_\_\_\_ There are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. \_\_\_\_\_ I/we are in sole possession of the real property described herein other than lease hold estates reflected as recorded items under the subject commitment for title insurance.
6. \_\_\_\_\_ There are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced herein.
7. \_\_\_\_\_ Any payoff figures shown on the settlement statement have been supplied to **Equity Title** by the borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. \_\_\_\_\_ If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the payoff statement from my/our lender to **Equity Title**.
9. \_\_\_\_\_ I/we further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit. I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

In light of the foregoing facts, the undersigned, in consideration of the issuance by **Equity Title** of a policy of Title Insurance covering said property in the manner described by the undersigned as set out above, hereby promise, covenant and agree to hold harmless, protect and indemnify **Equity Title** from and against any liability, loss, damage expenses and charges, including but not limited to reasonable attorney's fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation arising out of any inaccuracies in the above representations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

} SS:

Subscribed and sworn to before me, this \_\_\_\_\_,  
by \_\_\_\_\_

Witness my hand and Official Seal.  
My Commission expires:.

\_\_\_\_\_  
Notary Public