

**INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS**  
(Seller or Owner-Borrower)

GF# \_\_\_\_\_

Subject Property: \_\_\_\_\_, \_\_\_\_\_, TX

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon oath deposes and says that the marital status of affiant(s) has/have not changed since the date of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, Venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, except the following:

Creditor	Approximate Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

2. To the best of Seller's knowledge, no loans or liens (including federal or state liens and judgment liens) of any kind on such property during Seller's ownership except the following:

Creditor	Approximate Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. During the Seller's ownership, all labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

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

**INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION.**

I/we realize that the purchaser and/or lender and the title company in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money therein unless said representations were made.

SELLER OR OWNER-BORROWER:

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

SWORN AN SUBSCRIBED TO BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name of Notary: \_\_\_\_\_

Commission Expires: \_\_\_\_\_