

COVID-19 INDEMNITY AND HOLD HARMLESS AGREEMENT
SELLER

Property Address: \_\_\_\_\_ Buyer(s): \_\_\_\_\_
City, State, Zip: \_\_\_\_\_ Seller(s): \_\_\_\_\_
Date of Closing: \_\_\_\_\_ Lender: \_\_\_\_\_
Commitment No.: \_\_\_\_\_

As a result of the COVID-19 Pandemic, several State, County, and Municipal governmental offices have closed. The recording and processing of deeds, mortgages, and other documents has been impacted. In addition, the purchase of municipal revenue stamps may be impacted.

Although Attorneys' Title Guaranty Fund, Inc., ("ATG") is willing to continue to insure title for purchasers and lenders through the ultimate recording date of the deed, mortgage, or other insured title document, neither ATG nor its members can provide any estimate as to the date of recordation of such title documents.

NOW THEREFORE, as a result of the aforementioned closures to State, County, and Municipal offices and access restrictions to the same, and as an inducement to \_\_\_\_\_ ("Member") or ATG to close the transaction and to ATG to issue its policy or policies of title insurance, the undersigned agree as follows:

Seller(s) affirm:

- a. 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 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 of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
b. Sellers agree 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 defect, lien, or encumbrance falling within the coverage of the Policy 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 Member and ATG against all expenses, costs, and attorneys' fees that may arise out of Sellers' failure to so remove or otherwise dispose of any such liens, encumbrances, or adverse matters of title to the satisfaction of ATG.

The undersigned affirm(s) under the penalties of perjury and upon personal knowledge that the statements in this Affidavit are true and that this Affidavit is executed in order to induce Member or ATG to make and complete settlement on the Property and to induce ATG to issue its policy or policies of title insurance, insuring title to the Property.

SELLER(S)

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) SS

Signature

Subscribed and sworn before me this

Name (Print)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
Day Month Year

Signature

Notary Public

Name (Print)

My commission expires: \_\_\_\_\_
Date