Hillsboro Title Company

AFFIDAVIT AND INDEMNITY AGREEMENT
(for New Construction)

CX 0 ABST 0

STATE OF MISSOURI)
) SS.
County of Jefferson)

On this 0 day of _____ , 0 , before me personally appeared _____.

Owners of property, and _____ General Contractor, to me personally know, who being duly sworn on their oaths, did say that all of the persons, firms, and corporations, including the General Contracting and all sub-contractors, who have furnished services, labor, or materials , according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described , have been paid in full and that such work was fully completed on or before November 3, 2014 and accepted by the owners , free and clear of any mechanic's lien whatever , all such liens or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvement thereof, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except those shown on the reverse side hereof: (if none, state "none")

Affiants, parties hereto , hereby request Hillsboro Title Company individually and as Agent for **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** (hereinafter collectively called "Title Company") to issue its policy or policies of title insurance upon the real estate set forth in its Commitment No 0 , without exception therein as to any possible unfiled mechanics or materialmen's liens, and in consideration thereof, and as an inducement therefore, said affiants do hereby, jointly and severally, agree to indemnify and hold said title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said Title Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its right under this agreement. All representation agreements of indemnity, and waivers herein contained shall inure also to the benefit of any party assured under any policy issued by Title Company and any action brought hereon may be instituted in the name of Title company or said assured or all of said parties.

This affidavit is given to induce Title Company to issue its title insurance policy or policies.

_____ _____
Owner: **Owner:**

NOTE: All property owners should sign _____
General Contractor:

For use with corporate landowner and / or corporate contractor:

_____ , a Corporation of the State of **Missouri** joins in the execution of this instrument for the purpose of adopting all the representations of fact made in the foregoing affidavit and hereby joins in all the agreements of indemnity and waivers therein contained.

_____ By _____
(Name of Corporation) **President:**

Subscribed, and sworn to before me the day and year above written.

_____,
Notary Public

My Commission Expires:
Form 6.2

NOTICE;
PLEASE SIGN WHERE YOUR NAME APPEARS. / ALL SIGNATURES MUST BE NOTARIZED.
RETURN TO HILLSBORO TITLE COMPANY, P.O. BOX 500, HILLSBORO, MO. 63050