

AFFIDAVIT OF ACKNOWLEDGEMENT AND HOLD HARMLESS FROM ASSUMPTION OF DUE ON SALE

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ who being first duly sworn, depose and say that:

1. Affiants have voluntarily agreed to sell property located at _____ to _____ ("Buyer").
2. Buyer has pointed out to Affiants the language in the _____ recorded in Deed Book(s) _____, Pages _____; and in Deed Book(s) _____, Pages _____ in the official records of _____ county, _____ concerning the requirement that the lender approve, and be notified of, any assumption or transfer of title to the property.
3. Pursuant to Affiant's directions, the Buyer shall not notify the lender of this transaction. The Buyer has advised Affiants to consult with legal counsel with regard to ascertaining potential liabilities. Therefore:

Affiants hereby hold Buyer (and/or assigns or nominees) harmless in the event the lender should mature the indebtedness or take any other actions it is permitted under the terms of its security instruments because of Affiant's instructions to Buyer not to notify the lender of the sale of the herein referenced real estate.
4. In no way is this transfer entered into for the purpose of hindering, delaying or defrauding creditors.
5. Affiants understand that the loan(s) will stay in the current borrower's name until it/they is/are paid off. Affiants are aware that the Buyer does not intend to assume said loans or pay off said loans. Affiants acknowledge these loans and their statuses will appear on and be considered a part of the current borrower's credit history.
6. Affiants acknowledge that Affiants will remain liable for the original note(s).
7. Affiants acknowledge that Buyer has not made and makes no representation that the loans

will be paid off at any specific time.

- 8. Affiants expressly agree that this instrument may be treated as a defense to any action or proceeding that may be brought, instituted, or taken by Affiants or in their behalf, and shall for ever be a complete bar to the commencement or prosecution of any action or proceeding whatever against the Buyer and/or assigns, any future purchasers, mortgagees, title insurance companies, any heir, legal representative, assignee or any other person, entity or firm claiming by or through them.

FURTHER AFFIANTS SAYETH NOT.

_____ (Seal)
Affiant

_____ (Seal)
Affiant

Sworn to and described before me this _____ day of _____, 20_____.

Witness

Notary Public

(Seal)