

AFFIDAVIT OF ACKNOWLEDGEMENT AND HOLD HARMLESS FROM TRANSFER OF PROPERTY TO THIRD PARTY

STATE OF _____
COUNTY OF _____

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

1. According to an agreement dated _____ (hereinafter "Agreement"), Affiants (hereinafter "Seller") have voluntarily agreed to sell property located at _____ to _____ (hereinafter "Buyer").
2. Affiants acknowledge and understand Buyer's intention to convey Buyer's interest in the Property to a third-party buyer (hereinafter "Third Party Buyer") who shall be any party selected at any time by Buyer according to similar criteria used by Seller to qualify Buyer. Said qualification criteria are specified in the Agreement.
3. Affiants acknowledge and understand that Buyer's right to convey Buyer's interest in the Property to a Third Party Buyer may be exercised at any time, now or in the future.
4. Affiants acknowledge and understand that Buyer's conveyance of Buyer's interest in the Property to Third Party Buyer may be subject to some or all of the loans and other encumbrances to which the property is subject as of the date of this document. Third Party Buyer shall not be required to assume said loans or pay off said loans. Affiants expressly consent to Buyer's conveyance of Buyer's interest in the Property to Third Party Buyer, and that no agreements between Buyer and Affiant prohibits or otherwise hinders Buyer's right to such conveyance.
5. Affiants acknowledge and understand that Third Party Buyer qualifies as a "future purchaser" in the context of the AFFIDAVIT OF ACKNOWLEDGEMENT AND HOLD HARMLESS FROM ASSUMPTION OF DUE ON SALE and in the context of the AFFIDAVIT AND ACKNOWLEDGEMENT OF DEBT AND CONDITIONAL RELEASE OF LIABILITY otherwise executed by Affiants.
6. Affiants acknowledge and understand that upon Buyer's conveyance of its interest in the Property to any Third Party Buyer, Seller completely releases and absolves Buyer (and Buyer's heirs, executors, administrators and assigns) of any and all liability, claims, causes of action or losses related in any way to Buyer's past relationship or covenants with Affiants.
7. 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 on their behalf, and shall for

ever be a complete bar to the commencement or prosecution of any action or proceeding whatever against the Buyer, Buyer's assigns, and Buyer's employees/officers/ representatives.

FURTHER AFFIANTS SAYETH NOT.

_____ (Seal)
Affiant

_____ (Seal)
Affiant

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

Witness

Notary Public

(Seal)