

MOREHEAD TITLE COMPANY
INTESTATE HEIRS AFFIDAVIT AND INDEMNITY AGREEMENT

**NOTE: THIS FORM IS TO BE USED ONLY IN SITUATIONS WHICH HAVE BEEN SPECIFICALLY
APPROVED BY AN UNDERWRITER PRIOR TO CLOSING**

This **INTESTATE HEIRS AFFIDAVIT AND INDEMNITY AGREEMENT** (hereinafter "Agreement") made and entered into as of the _____ day of _____, 20____, by and between _____

(collectively, and jointly and severally if more than one, hereinafter "Indemnitor"), and MOREHEAD TITLE COMPANY (hereinafter "Company"). Indemnitor, first being duly sworn, deposes, says, and agrees as follows:

WHEREAS, Company has been asked to issue its title insurance commitment(s) and/or policy or policies insuring against loss or damage by reason of defects or possible defects in title to property described as follows (hereinafter "Property"):

WHEREAS, Indemnitor currently resides at _____; and

WHEREAS, Indemnitor is familiar with the family and relatives of _____ (hereinafter "Decedent") and has been so for _____ years. Indemnitor is familiar with Decedent as follows: _____ (i.e., neighbor, friend); and

WHEREAS, to the best of Indemnitor's knowledge, Decedent died without an existing Last Will and Testament; and

WHEREAS, to the best of Indemnitor's knowledge, Decedent was survived at the time of his/her death by the following family/relatives which person(s) are the closest relatives/next of kin of the Decedent at the time of his/her death:

Spouse (indicate current marital status of surviving spouse): _____

Children (indicate marital status): _____

Children of predeceased children (indicate marital status): _____

IF THE DECEDENT WAS NOT SURVIVED BY A SPOUSE OR ANY CHILDREN OR CHILDREN OF PREDECEASED CHILDREN, please list other surviving relatives (parents, siblings, aunts/uncles, cousins, etc.).

Name	Relation to Decedent/Marital Status
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WHEREAS, Company has noted as exceptions to the aforesaid title the following actual or supposed rights, interests, liens, claims, encumbrances or defects in title (hereinafter "Title Matter"):

The Property is or may be subject to rights of any potential heirs of Decedent not named in the preceding section of this Agreement.

WHEREAS, Indemnitor desires Company issue its title insurance commitment(s) and/or policy or policies without exception to or providing affirmative coverage for the Title Matter; and

WHEREAS, Company may concurrently herewith or hereafter in the ordinary course of its business and in reliance on the representations herein made issue another commitment and/or policy in the form or forms now or then commonly used by Company insuring without exception to or providing affirmative coverage for the Title Matters; and

WHEREAS, Company is willing to issue its commitment(s) and/or policy or policies without exception to or providing affirmative coverage for the Title Matter only if indemnified as herein set out.

NOW, THEREFORE, for and in consideration of the issuance of said title insurance commitment(s) and/or policy or policies and other good and valuable consideration, the receipt of which is hereby acknowledged, Indemnitor does hereby agree with Company as follows:

1. Indemnitor agrees to defend, at Indemnitor's own cost and expense on behalf of and for the protection of Company and the parties insured or who may be insured under said title insurance commitment(s) and/or policy or policies (but without prejudice to the right of Company to defend at the reasonable expense of Indemnitor if Company so elects), any and every suit, action or proceeding in which the Title Matter may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the Property, or any part thereof, or interest therein.
2. Indemnitor agrees to indemnify and hold Company and any parties insured or who may be insured under said title insurance commitment(s) and/or policy or policies harmless of and from any and all loss, costs, damage and expense of every kind, including attorney's fees, which Company and/or said parties shall or may incur or become liable for as a result of the Title Matter, directly or indirectly, including but not limited to diminution in value, unmarketability of title and actions to enforce this Agreement.
3. Each and every provision of this Agreement shall extend to and be in force concerning any and every other title insurance commitment and/or policy Company may at any time or times hereafter issue insuring without exception to or providing affirmative coverage for the Title Matter.
4. This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. It is made to induce the purchase of and/or a loan secured by the Property described herein and the issuance of a title insurance commitment(s) and/or policy or policies relating to same. Indemnitor acknowledges that Company is relying on the representations and indemnifications contained herein in issuance of said commitment(s) and/or policy or policies. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Indemnitor, its/their successors and/or assigns.
6. Indemnitor agrees that the Company may demand arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Indemnitor arising out of or relating to this Agreement, or any breach thereof. Arbitration pursuant to this Agreement and under the Rules in effect on the date of this Agreement, shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

_____(SEAL)
 Printed/Typed Name: _____
 Address: _____

_____(SEAL)
 Printed/Typed Name: _____
 Address: _____

State of _____
 County of _____

Signed and sworn to (or affirmed) before me this day by _____

_____ [insert name(s) of principal(s)],
 and I certify that each of the aforesaid person(s) personally appeared before me this day acknowledging to me that he or she signed the foregoing document.

Date: _____

_____, Notary Public
 Notary's Printed or Typed Name

(Official/Notarial Seal)

My commission expires: _____