

STATE OF NORTH CAROLINA

COUNTY OF _____

**OWNER'S AFFIDAVIT AND INDEMNITY
REGARDING PAID, BUT UNCANCELED, DEED OF TRUST**

The undersigned Owner, being first duly sworn, deposes and says that:

Owner has owned since _____, _____ the property (the "Property") described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

The indebtedness that was secured by that certain Deed of Trust upon the Property, dated _____, _____ and recorded in Book _____ at Page _____ of the _____ County Public Registry, given by _____ to _____, Trustee for _____ (the "Deed of Trust") [and any other documents recorded in connection therewith such as an Assignment of Leases and Rents] has been paid in full on or about _____.

Owner has not received, since paying off the debt secured by the Deed of Trust, any notification that the indebtedness secured by the Deed of Trust [and the other documents listed above, if any] was still owing, or that it was delinquent, or any other notification of any attempted enforcement of the Deed of Trust [and any other documents listed above].

Owner understands that the Deed of Trust securing the indebtedness has never been canceled on the public records of _____ County, North Carolina, and requests that Barrister's Title Services of the Carolinas, LLC and its underwriters (collectively, "Barrister's Title Services of the Carolinas, LLC") issue a policy or policies of title insurance that insure a new owner and a new lender without taking exception for the indebtedness or the uncanceled Deed of Trust securing said indebtedness, and Barrister's Title Services of the Carolinas, LLC is willing to do so only upon Owner making the representations and indemnity set out in this Affidavit and Indemnity in agreeing to issue its policy or policies as herein requested.

This Affidavit is given to induce Barrister's Title Services of the Carolinas, LLC to issue its title insurance policy, or policies. Owner agrees to indemnify Barrister's Title Services of the Carolinas, LLC for any loss or damage (including reasonable attorney's fee, expenses and costs) incurred by Barrister's Title Services of the Carolinas, LLC as a result of any untrue statement made herein.

_____(SEAL)

_____(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

[Notary Stamp or Seal]

EXHIBIT "A"