

State of \_\_\_\_\_  
County of \_\_\_\_\_ ;

**Know All Men By  
These Presents;**

## **AGREEMENT AND INDEMNITY**

(At time of Contract)

Name of Seller: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Name of Buyer(s): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Property (including improvements): \_\_\_\_\_  
\_\_\_\_\_

This Agreement and Indemnity, is executed by Seller and issued to Buyer, on the below executed date.

**WHEREAS** The Parties are entering into a Contract for Sale, hereinafter the Contract, for the real property as set forth above, hereinafter the Property,

**WHEREAS** Buyer intends to assume Seller's loan or execute a wrap around mortgage with Seller, which are without the consent of the holder thereof and that the holder of the underlying loan has the right to call said loan due;

**NOW THEREFORE**, for and in valuable consideration the receipt and sufficiency which are hereby acknowledged, the mutual covenants contained in this Agreement, the Parties agree as follows:

1. In consideration of the full and final execution of this Agreement, the payment of any and the execution of the contract for sale and the mutual covenants contained in the Contract for Sale, and any Agreements executed, Seller agrees to indemnify, save, defend and protect Buyer, its officers, directors, employees, successors and assigns, if any, and hold same harmless from and against any and all claims, liabilities, debts and expenses, sums of money, losses, damages, payments, controversies, agreements, promises, variances, judgments, executions, demands, all manor of action and actions, all cause or causes of action, liability for performance or non-performance of the duties and obligations arising out of, in connection with, or resulting from the contracting and or sale of the Property regardless of the type of sale, including court costs and reasonable attorney's fees related thereto.
2. In case of a dispute as to this form or any document required hereunder, this form shall be conclusively deemed reasonable and shall not be presumptively interpreted against either party.

3. The captions used in connection with paragraphs of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language of this Contract.

4. If either party shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees.

5. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and assigns.

6. This Contract shall be construed under the laws of the State of Texas and is performable in the City of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_.

AGREED AND EXECUTED in multiple originals on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Seller

Seller

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