

HOLD HARMLESS AGREEMENT

Title Defect Upon Purchase

STATE OF NORTH CAROLINA
COUNTY OF WAKE

The undersigned, Brandon J. Fitch, (hereinafter collectively referred to as "Buyer") as Buyer of the property located at 7713 Longstreet Dr., Raleigh, NC 27615 (hereinafter referred to as "Subject Property") hereby acknowledge(s) the following:

1. Buyer has carefully read this Hold Harmless Agreement, understands it, executes it voluntarily, and has had the opportunity to seek the advice of an attorney prior to its execution;
2. Buyer entered into an Offer to Purchase and Contract for Subject Property with Christopher Roby and Allen Houck (hereinafter referred to as "Seller") on September 9, 2022 – that Offer to Purchase and Contract was subsequently revised on September 29, 2022 to remove Lot 163A as a lot being conveyed;
3. During the title abstract process performed by Brady Boyette, PLLC (hereinafter referred to as "Title Attorney") a title defect was discovered;
4. The nature of the title defect was as follows: the Seller, as current title holder, had only taken title upon their purchase of the Subject Property in 2007 to one of the two lots that make up the Subject Property. The Subject Property comprises Lots 163 and 163A; the Seller only took title to Lot 163, and therefore could not convey to the Buyer the entirety of Subject Property;
5. Buyer has been advised by Title Attorney that Seller has a contractual obligation to resolve title defects to the buyer's satisfaction, and has been advised by Title Attorney that it is in Buyer's best interest to require Seller resolve title defects before proceeding with closing;
6. Buyer, due to the likelihood of significant delay if Seller were to undertake to resolve this title defect, has decided to move forward with closing on Friday, September 30th, or thereabouts, with the knowledge that Buyer will only be taking title to one of the two lots that comprise Subject Property;
7. Buyer has been advised of the various risks involve in their decision to move forward with this title defect in existence, including, but not limited to:
 - a. Adverse claims from prior titleholders;
 - b. Taxation on property Buyer does not hold title to
8. By execution of this Hold Harmless Agreement, Buyer does hereby agree to hold harmless the following from **any future claims or liability** that may arise regarding the Subject Property:
 - a. Brady Boyette, PLLC and Frank McGraw, Associate Attorney, individually;
 - b. Market Title and it's underwriter, First American Title Insurance;
 - c. Coldwell Banker HPW, as selling agent, and Marlyn Gladieux, individually
 - d. Keller Williams Preferred Realty, as listing agent, and Carrie Arnold, individually

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Executed this 30 day of SEPTEMBER, 2022

Owner:



BRANDON J. FITCH

Sworn to and subscribed before me
this 30 day of September, 2022

Notary Public

My commission expires: 11/20/24

