

## HOLD HARMLESS AND ROLLBACK TAX AGREEMENT

Borrower(s):

Lender:

Title Company:

Property Address:

Loan Number:

In connection with the purchase and/or refinance of the above-mentioned subject property, the undersigned have received, reviewed, and examined a copy of the Title Commitment, Sales Contract, and Tax Certificate.

In consideration of Lender making a loan on the subject property, Borrower hereby certifies to Lender that Borrower accepts the property as shown on the Tax Certificate, including any and all agricultural exemptions and/or rollback taxes that have been or may be assessed after closing and as indicated in the Title Commitment. Further, Borrower acknowledges that the transfer of the land to borrower, or a subsequent change in the use of the land, may result in the imposition of an additional tax or rollback tax, plus interest as a penalty for the transfer or the change in the use of the land, if not disclosed in any other loan document reviewed to date. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

The undersigned agree to protect, defend, indemnify and hold harmless the Lender, Title Company, and their respective successors and/or assigns from all claims, demands, actions, losses, proceedings, costs, liabilities, attorney's fees, and expenses of every kind and nature which may be incurred this date or hereafter by virtue of any matters related to rollback taxes that may be assessed on the property after closing.

If there is more than one Borrower, all provisions of this agreement are binding both jointly and severally upon each of them, their heirs, executors, administrators, and assigns.

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Borrower Date

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Borrower Date

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Borrower Date

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Borrower Date