


ENCROACHMENT AFFIDAVIT

LENDER: CRESTMARK MORTGAGE COMPANY, LTD
PROPERTY ADDRESS: 808 GALLOWAY MIST LANE
FRIENDSWOOD, TX 77546-1528

IN ORDER TO INDUCE LENDER TO MAKE A LOAN SECURED BY THE PROPERTY REFERENCED, WE, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE THAT I/WE RECEIVED A COPY OF THE SURVEY REFLECTING THE FOLLOWING ENCROACHMENTS LOCATED ON THE SUBJECT PROPERTY:
FENCE ENCROACHES 8' UTILITY EASEMENT AT REAR PROPERTY LINE.

BEING FULLY AWARE OF THE ENCROACHMENT/S ON THE SUBJECT PROPERTY, I/WE JOINTLY AND SEVERALLY, AGREE TO REMOVE, AT MY/OUR EXPENSE, ANY AND ALL SUCH ENCROACHMENTS UPON DEMAND BY ANY PERSON OR PARTY HAVING THE RIGHT TO MAKE SUCH DEMAND.

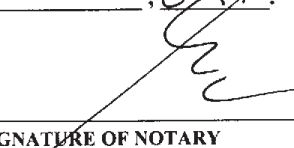
I/WE DO FURTHER HEREBY AGREE THAT LENDER, ITS SUCCESSORS AND/OR ASSIGNS, HAVE NO RESPONSIBILITY OR DUTY WHATSOEVER CONCERNING ANY OF SUCH ENCROACHMENTS, AND I/WE JOINTLY AND SEVERALLY, AGREE TO INDEMNIFY AND HOLD LENDER, ITS SUCCESSORS AND/OR ASSIGNS, HARMLESS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COST, EXPENSES AND COMPENSATION ON ACCOUNT OF OR IN ANY MANNER CONNECTED WITH OR EMANATING FROM SUCH ENCROACHMENT/S.



LEO JOSEPH PETERS, IV

SWORN TO AND SUBSCRIBED BEFORE ME BY ALL OF THE ABOVE BORROWERS
ON THE 8th DAY OF March, 2019.





SIGNATURE OF NOTARY

MY COMMISSION EXPIRES:



