

STATE OF

AFFIDAVIT BY OWNER

COUNTY OF

FILE NO.

The undersigned owner(s), in consideration of selling the real estate described herein and in consideration of the underwriter issuing its Policy(s) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn on oath deposes, states and warrants, except as stated in Paragraph 9 below:

1. That the undersigned is an owner or has ownership interest in the real estate referred to herein, which is described in the above reference commitment (hereinafter called "the property");
2. That during the last ten years owner has not been known by any other name;
3. That owner's possession of the property has been peaceable and undisturbed and that title to the property has never been disputed or questioned;
4. That there are no encroachments of fences, buildings or other improvements appurtenant to the property onto any easement or onto adjoining property, and no encroachments of any fences, buildings or other improvements of adjoining premises onto the property;
5. That there are not any unrecorded easements, party walls, agreements, or rights-of-way which encumber the property;
6. ****That during the period of six months immediately preceding the date of this affidavit, *no work has been done* and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on said property or in connection with the improvement of said property in any manner whatsoever. That there are no uncompleted buildings, structures or other improvements situated thereon;**

**** (STRIKE INAPPLICABLE PARAGRAPH)**

OR

****That during the period of six months immediately preceding the date of this affidavit, certain *work has been done* and materials furnished in order to make improvements to the property, but that except as stated in Paragraph 9, all of said work and materials have been fully paid for and there are no claims or disputes in existence with reference thereto, that no notice of intent to lien has been given, and that waivers of lien from all appropriate parties are attached thereto. That said work is fully completed and that no work whatsoever remains to be done and that no materials remain to be furnished to complete the construction in full compliance with the plans and specifications. On the reverse side hereof is a list of all persons, firms and corporations which have furnished any labor or materials from the beginning of the construction, together with waivers in full from all said parties.**

7. That owner is in sole possession of the property and that no other party has possession or has right of possession under any tenancy, lease or other agreement, written or oral;
8. That since the effective date of the commitment referenced above, owner has not filed bankruptcy, received notice of any pending cause of action, conveyed or encumbered the property or is currently a party to any action that could result in the filing of any judgment or lien against the property.
9. Exceptions to above statements: _____

Owners

Owners

The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____ and _____
(individuals)

Attest: _____
The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____
and _____
who are the _____
and _____
respectively _____
(company names)

On behalf of the _____
(corporation or partnership)

Notary Public

My commission expires _____

(SEAL)