**OWNER/SELLER AFFIDAVIT**

1.     Each of the undersigned is over 18 years of age and own the property identified in #3 below, as described in the Commitment to Issue Title Insurance (hereinafter described as “Property”).

2.     The Property is currently utilized as: YES NO (check as appropriate)

                                                                   \_\_\_\_ \_\_\_\_ One single family residence

                                                                   \_\_\_\_ \_\_\_\_ One single family condominium unit

                                                                   \_\_\_\_ \_\_\_\_ Four or less residential dwellings

                                                                   \_\_\_\_ \_\_\_\_ None of the above

3.     The street address of the Property: ${PropertyAddress}, ${PropertyCity}, ${PropertyStateAbbr} ${PropertyZip}.

4.     No work or labor has been performed, nor materials furnished, in connection with the Property except such items fully and completely paid for, and no money is owed to anyone for labor or materials. There are no mechanics’ lien claim(s) against the Property, of record or otherwise.

5.     There exists no agreement or contract of sale, option agreements, land installment contract, deed, conveyance, written lease, mortgage, deed of trust or any other writing whatsoever that would adversely affect title to the Property not reported in the Commitment to Issue Title Insurance.

6.     There are no parties in possession of the Property or any part thereof other than the undersigned, and there are no disputes with any adjoining property owners. We have not received notice of any adverse claim, or notice that someone else has or may have an interest in, or a right to use, the Property. At all times, possession of the Property has been peaceful and undisturbed. There are no known easements not shown by public records. There are no leases or agreements affecting the Property, or any part thereof, outstanding other than those that are being presently assigned, if any.

7.     No judgment or lien has been entered and/or recorded in any court of this State or of the United States against the undersigned that remains unsatisfied. No proceedings in bankruptcy have been instituted by or against the undersigned in the United States Bankruptcy Court sitting in any State or territory of the United States within the last seven years.

8.     a. Title to this Property is currently vested in the undersigned as (check one):

\_\_\_\_\_ Tenants by the entireties. We have been continuously married to each other since first taking title to the Property.

\_\_\_\_\_ Joint Tenants. We have not, individually or together with any other party, committed any act severing the joint tenancy (including but not limited to signing any agreement pertaining to the Property without the joint signature of all joint tenants to the agreement, filing a bankruptcy, or having any court judgment executed upon any of the undersigned).

\_\_\_\_\_ Tenants in common. We are all of the owners of the Property.

\_\_\_\_\_ Sole owner. I am the only party in interest with respect to the Property.

     b. As to each Owner/Seller who is a natural person:

     He/she is \_\_\_\_\_ married / \_\_\_\_\_ not married (check one).

     If presently married, he/she is not a party to any pending divorce proceeding in any jurisdiction.

     If presently married, he/she is not presently separated.

     If not married, he/she \_\_\_\_\_ does / \_\_\_\_\_ does not have a Domestic Partner or a Civil Union partner. (check one)

     There are no arrearages for child support due in this, or any other, jurisdiction against me/us.

9.     There are no unpaid or delinquent real estate taxes or other public or private benefit assessments against said premises, and there are no unpaid or delinquent water or sewer or service charges against said premises. I/we have not received notice of, nor have any actual knowledge of, any recent or future planned improvements (i.e. street or alley paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against the Property.

10.     No notice has been served by any governmental authority for the removal or abatement of any nuisance; nor has notice of a violation of any zoning law or ordinance, or condemnation or eminent domain proceeding, been received.

11.     There are no known violations of any restrictive covenants affecting the Property.

12.     All homeowners/condominium association dues and assessments are paid and current.

13.     There are no known encroachments of improvements onto adjoining properties, or encroachments of adjoining improvements onto the Property, and the undersigned specifically states as follows:

           a. The dwelling, outbuildings and all driveways and fences are located entirely within the lines of the legal description of the Property.

           b.The location of the dwelling is not in violation of any building restriction lines established by plat or other recorded instrument.

           c.No permanent structures encroach upon any drainage and utility or other easements of record located over, under or across the Property.

           d.No structure, driveway or fence belonging to others encroaches onto the Property.

14.     Vehicular or pedestrian access to or from a public street has not been disputed nor limited.

15.     There are no known building code violations and no existing structure was built without having first obtained a building permit from the proper governmental office.

16.     There are no known violations of State or local subdivision laws or ordinances.

17.     Survey matters: Attached to this affidavit and made a part hereof is a true and correct survey: \_\_\_ Yes or \_\_\_ No

If the above line for “Yes” is checked, the contents of the survey are true and correct and there has been no change to the Property since the date of the survey.

18.     This affidavit is made to induce the title insurance company ("TIC") as named in the Commitment to Issue Title Insurance for the Property and/or its authorized agent to hold settlement and to issue an owners and/or loan policy on the property without exception to any adverse matters, including any survey matters, which would be disclosed by this affidavit. Each of the undersigned hereby jointly and severally agree to and do indemnify and hold TIC harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees which TIC shall or may suffer or incur or be liable for under its policy or policies directly or indirectly due to its reliance on the accuracy of the foregoing statements or in connection with the enforcement of its rights under this Agreement.

19.      Each of the undersigned is familiar with the nature of an oath, and with the penalties as provided by State law for falsely swearing to statements made in an instrument of this nature.

20. Pursuant to any applicable state statutes, notice is hereby given to the undersigned purchaser-mortgagor that a mortgagee title insurance policy is to be issued to your mortgagee lender, and that such policy does not provide title insurance protection to you as the owner of the real estate you are purchasing. The undersigned has read the above notice and understands that such mortgage title insurance policy to be issued to the mortgagee lender does not provide title insurance protection to the undersigned as owner.

Each of the undersigned hereby affirms under the penalties of perjury that the foregoing is true and correct to the best of his/her information, knowledge and belief.

${SellersSignatures}

STATE OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

      Subscribed to and sworn before on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.**

                                               \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                               Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_