

OWNER'S AFFIDAVIT

Commitment Number: _____

State of _____

County of _____

("Owner"), being the individual owner(s) who are signing below, or the entity in ownership, which is represented by the individual(s) signing below; who, being duly sworn according to the law, deposes and says as follows (as the "Affiant"):

1. That Affiant, as individual owner, has personal knowledge of the facts sworn to this affidavit; or, that Affiant, as entity representative, either has personal knowledge of the facts sworn to this affidavit, or has made statements based on diligent inquiry of the entity personnel and agents and on a diligent review of the entity records, and the statements are made on behalf of the entity and said Affiant is fully authorized to make this affidavit.
2. That Owner is the owner of the premises described in the Commitment(s) listed above ("the Property") and shown in Exhibit A. Ownership shall mean that interest held by the Owner in the Property, whether a fee, leasehold or easement estate, and all statements below are in reference to said interest in said Property.
3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the Property within the time period identified on the attached Mechanics Lien Chart (herein after referred to as "Mechanics' Lien Filing Period") prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the Property during such Mechanics' Lien Filing Period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with constructions, repairs, or improvements on the Property during such Mechanics' Lien Filing Period, except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit
4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit
5. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals, other than those shown in Commitment _____.
6. That the Property is now free and clear of all delinquent taxes, liens, mortgages/deeds of trust/deeds to secure debt, judgments, decrees, or other encumbrances; that there are no unemployment compensation, federal social security, alcoholic beverage law or other delinquent state or federal taxes due and owing from the company; that there are no unpaid or delinquent real estate taxes or assessments or unpaid or delinquent water or sewer service charges against said premises; and that there are no unpaid or delinquent homeowner/condominium association dues (if applicable); EXCEPT THAT the matters specifically identified in the Commitment and those, if any, listed on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit
7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
8. That no proceedings in bankruptcy has ever been instituted by or against the Owner (and if a partnership, against the general partner(s) thereof), nor has the Owner ever made an assignment for the benefit of creditors.
9. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.
10. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes
 - a. due or owing against said Property and that
 - b. no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.

OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number _____

- 11. That there has been no notice nor does Affiant have any knowledge of any
 - a. recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the Property
 - b. any proceeding which could result in an increase tax or assessment liability against the Property.
- 12. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.
 NONE, unless specified on attached exhibit {checked box indicates an attached exhibit

Owner, recognizing that funding may occur prior to the Deed, Lease, MOL, Easement, Mortgage, Deed to Secure Debt, Deed of Trust, or any Assignment being officially filed for record in the appropriate Clerk's Office, represents that there will be no further encumbrances or change of title pending the issuance of the title insurance policy which this affidavit is made to support and agrees that in consideration of Fidelity National Title Insurance Company, Westcor Land Title Insurance Company, or Old Republic Title (hereinafter "Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date of the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the GAP. Owner further agrees to hold harmless and indemnify Company against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which may arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. This Affidavit is given to induce Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Owner does hereby indemnify and hold Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which Company shall suffer or incur or become liable under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

DATED: _____

(name of entity/fee owner name(s), as applicable)

By: _____

State of _____

County/City of _____

Subscribed, sworn to and acknowledged before me this _____ day of 20 _____,

By: _____

Notary Public

**MECHANICS LIEN CHART
OWNER/SELLER AFFIDAVIT**

STATE	ABBREVIATION	MECHANICS LIEN FILING PERIOD
Alabama	AL	6 months
Alaska	AK	120 days
Arizona	AZ	120 days
Arkansas	AR	120 days
California	CA	90 days
Colorado	CO	4 months
Connecticut	CT	90 days
Delaware	DE	120 days
Florida	FL	90 days
Georgia	GA	3 months
Hawaii	HI	45 days
Idaho	ID	90 days
Illinois	IL	90 days
Indiana	IN	60 days
Iowa	IA	90 days
Kansas	KS	4 months
Kentucky	KY	4 months
Louisiana	LA	60 days
Maine	ME	90 days
Maryland	MD	180 days
Massachusetts	MA	90 days
Michigan	MI	90 days
Minnesota	MN	4 months
Mississippi	MS	90 days
Missouri	MO	6 months
Montana	MT	90 days
Nebraska	NE	120 days
Nevada	NV	90 days
New Hampshire	NH	120 days
New Jersey	NJ	4 months
New Mexico	NM	120 days
New York	NY	4 months-single family/8 months-non-single family
North Carolina	NC	120 days
North Dakota	ND	90 days
Ohio	OH	75 days
Oklahoma	OK	4 months
Oregon	OR	75 days
Pennsylvania	PA	6 months
Rhode Island	RI	120 days
South Carolina	SC	90 days
South Dakota	SD	120 days
Tennessee	TN	90 days
Texas	TX	138 days
Utah	UT	180 days
Vermont	VT	180 days
Virginia	VA	123 days
Washington	WA	90 days
Washington DC	DC	90 days
West Virginia	WV	90 days
Wisconsin	WI	6 months
Wyoming	WY	120 days