

OWNER/SELLER AFFIDAVIT

Re: Construction Work and Possession

The undersigned, being the owner(s) of the property ("Property") described in Commitment No. _____, ("Commitment") issued by Attorneys' Title Guaranty Fund, Inc., state and depose as follows:

- 1. Except as shown on the commitment, I have no knowledge of any defects, liens, mortgages, encumbrances, adverse claims, unpaid or delinquent taxes, charges, dues, assessments, or fees that affect the Property.
2. There are no home equity loans or revolving lines of credit that affect the property, which will remain open after closing.
3. REPAIR, REMODELING, OR CONSTRUCTION WORK
Please check one of the two following paragraphs, a or b:

- a. There has been NO REPAIR, REMODELING, OR CONSTRUCTION WORK done on the Property in the past six months.
b. There has been REPAIR, REMODELING, OR CONSTRUCTION WORK done on the Property in the past six months. The total dollar amount of that work is approximately \$ _____. All of the people who have worked on the Property in the past six months have been paid and are listed below. Evidence of payment, in the form of lien waivers, is attached to this affidavit.

List of people who have worked on Property in the past six months:

4. TENANTS

There are no tenants and/or occupants who will stay on the Property after closing, except the following: (If there are no tenants or other occupants, please write "None" in the blank.)

- 5. I am not the subject of a pending bankruptcy or pending assignment for the benefit of creditors and have the legal authority and capacity to sign all documents associated with and/or required by the transaction described by the commitment.
6. I have been in possession, personally or through tenants, of the entire Property since I became the owner. There are no unrecorded easements, boundary line disputes, or encroachments of fences, buildings, or improvements, which affect the Property, of which I am aware.
7. There are no association dues owed to my condominium or homeowners association except:

I understand and agree that Attorneys' Title Guaranty Fund, Inc., will rely on the representations and statements made in paragraphs 1 through 7, above, in the course of issuing title insurance policies. I agree to indemnify Attorneys' Title Guaranty Fund, Inc., against loss or damage caused by any inaccuracies or omissions in the above information of which I am aware.

OWNER(S)/SELLER(S)

NOTARY

Dated: _____

Subscribed and sworn to before me this

Signature

_____ day of _____, _____
Day Month Year

Name (Print)

Notary Public

Signature

My commission expires: _____ or
Date

Name (Print)

My commission is permanent.