

HOMEOWNER'S POLICY OF TITLE INSURANCE AFFIDAVIT

Before me, the undersigned authority, on this day personally appeared _____;
personally known by me to be the person(s) who(se) name(s) are subscribed hereto, who being by me first duly sworn, on his/her/their
oath(s) stated the following to be true and correct:

1. I/We am/are the owner(s) of the Land described in Exhibit A attached to this affidavit.
2. There are no liens against the Land and no judgments or tax liens against me/us, except those liens described in the commitment by Attorneys' Title Guaranty Fund, Inc., describing the Land. (If there are additional liens, add after this paragraph 2.)
3. All taxes and assessments by a taxing authority are paid through _____.
Date
There have been no special tax assessments granted on the Land. All tax exemptions were lawful.
4. All assessments by the homeowners' association for the subdivision/condominium are paid current and outstanding assessments are not yet payable.
5. There have been no improvements added to the Land or construction on the Land within the last year.
6. There are no pending repairs or improvements to the street(s) adjacent to the Land.
7. The Land has a single family house/condominium known as _____.
Address
No separate building, garage, or apartment is used as a second residence.
8. Any improvements I/we added to the Land were authorized by a building permit.
9. I/We am/are not aware, and have not been told, that the improvements on the Land violate any building permit, zoning, restrictions, or covenants.
10. I/We am/are not aware, and have not been told, that the improvements on the Land encroach over any building lines, easements, or property lines.
11. I/We am/are not aware, and have not been told, that the improvements by my/our neighbors encroach over my/our property lines.
12. The Land has actual pedestrian and vehicular access based on a legal right of access to the Land.
13. There are no tenants, leases, or parties in possession of the property.
14. I/We indemnify and hold harmless Attorneys' Title Guaranty Fund, Inc., from any loss, liability, costs, expenses, and attorneys' fees, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens, encumbrances, or other matters currently affecting or that may affect the title to the Land before the recordation of my/our conveyance or mortgage.

STATE OF INDIANA

COUNTY OF _____

} SS

Signed this _____ day of _____, _____
Day Month Year

Signature of Owner

Signature of Owner

Name of Owner (Print)

Name of Owner (Print)

Subscribed and sworn before me this _____ day of _____, _____
Day Month Year

Notary Public