

The undersigned, being first duly sworn on oath, deposes and says: That affiant is _____ owner of certain premises with the address of:
(joint, sole, former, as officer of the corporate)
_____, _____, _____ County,
described in the above mentioned Commitment.

1. (a) That there have been no improvements constructed or repairs of existing improvements on said property within the last six months, and that no work has been done and no labor or materials have been furnished to said premises, (or)
(b) That all improvements upon said property, including the construction or repair thereof made with the last six months have been made under (his) (her) (their) own supervision, no contractor having been employed, and the same were completed on or about the _____ day of _____, 20_____; (or)
(c) That all improvements upon said property, including the construction or repair thereof made within the last six months have been made under the supervision of _____ as contractor employed by (him)(her)(them) to make said improvements and that same were accepted as fully completed on or about the _____ day of _____, 20_____;

NOTE: Fill in only applicable paragraphs above and strike out others, if work has been done by a contractor, the contractor must complete a Contractor's Affidavit and Release.

2. That all bills or obligations incurred in connection with said improvements if any including the construction or repair thereof, have been paid in full, and in cash (as distinguished from any method requiring any payment in the future), and that there are no claims for labor, services or material furnished in connection with said improvements which remain unpaid, except: (if any unpaid, name claimants and amount due each).

3. That there is no person in actual possession or having a right to possession of said property or any part thereof, other than said owner(s), except: (set out names and interest claimed; if none, word "none" must be added)

4. That as of the date hereof there are no pending actions or proceedings for or relating to any bankruptcy, receivership, foreclosure, divorce, probate, or any other actions or proceedings affecting the conveyance or said property; and that there are no unsatisfied mortgages, security agreements, indentures, judgments, construction liens, state or federal tax liens, land contracts, leases, restrictive covenants, easements, right-of-way, reverters, reversionary rights, interests or estates in minerals, trusts, assessments, general or special taxes or other liens, agreements or adverse rights affecting said property except those specifically referred to in the above mentioned commitment issued by **Title Insurance Company**, except: (list any exceptions; if none write "None").

5. That there are no unpaid bills for, conditional bills of sale, financing statements or other liens affecting any fixtures used in connection with the improvements upon said property: _____

6. That the improvements (building, fence, driveway or other structure) occupied, used or claimed by the affiant herein are wholly within the boundary lines of said property and that no buildings, fences, driveways or other structures of any adjoining owner encroach upon any part of said property. (List any exceptions; if none write none. If there is any uncertainty about the existence or location of boundaries or encroachments by reason that no current survey has been prepared, any potential or questionable encroachments must be identified and described in the space provided.)

Boundary or Encroachment Matters:

- a. _____
b. _____

7. That no building or structure located on any adjoining property contains any solar collector (solar panels or windows, or other surface or device for the collection of solar energy, whether active or passive solar systems), and that no solar easement, permit or right to sunlight has been asserted or claimed by any adjoining property owner as affecting said property, except (if exceptions), then describe (1) direction and angle, expressed in degrees of the solar collector from your property boundary line, (2) distance of solar collector from your property boundary line and (3) any structure or vegetation on your land which obstructs, or which may in the future, obstruct sunlight from such solar collector.

8. That, if this is commercial property, there are no building/property managers entitled to a lien, except as follows:

9. That all broker fees for the sale, lease and mortgage, if any, if this is commercial property, have been paid in full except the following:

10. That this affidavit is made for the purpose of inducing _____ **Title Insurance Company** to insure the title to said property without exception, to possible claims of mechanics, materialmen and laborers, and, to rights of any person in possession who might have a claim adverse to the rights of said owner and that said owner know as _____, hereby expressly agrees to indemnify and save harmless _____ **Title Insurance Company** from any and all loss arising from claims for labor or material furnished and for rights of any person in possession who is not listed herein.

State of _____

} ss

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

Notary Public, _____ County, State of _____

My Commission Expires: _____