

State of \_\_\_\_\_

County of \_\_\_\_\_

### AFFIDAVIT OF TITLE

The undersigned \_\_\_\_\_ (Seller), being first duly sworn on oath, and covenants with and warrants to the grantee (Buyer) hereinafter named \_\_\_\_\_.

That Seller has an interest in the premises described below, or in the proceeds thereof, or is the grantor in the deed dated \_\_\_\_\_, 20\_\_\_\_ as \_\_\_\_\_ (Buyer), conveying the following described premises:

### SEE ATTACHED LEGAL DESCRIPTION

Common address: \_\_\_\_\_

That no labor or material has been furnished for premises within the last four months that is not fully paid for: NO EXCEPTIONS.

That since the title commitment date of \_\_\_\_\_, 20\_\_\_\_ in the report issued by \_\_\_\_\_, Seller has not done or suffered to be done anything that could in any way affect the title to the premises, and no proceedings have been filed by (or against) Seller, nor has any judgment or decree been rendered against Seller, nor is there ant judgment note or other instrument that can result in a judgment or decree against seller within five days from the date thereof.

That Seller is in undisputed and peaceful possession of the premises and no other parties have any rights or claims to possession of the premises, except as hereinafter set forth: NO TENANTS.

That all water/sewer/sanitary bills (except the current bill) and outstanding property taxes have been paid. Any unpaid balance will be promptly paid within 30 days of receipt of outstanding bills.

Seller further states: NOTHING MORE.

That the covenants and warranties herein set forth are continuing covenants and warranties to (and including) the date of delivery of the deed to the above-identified Buyer and shall have the same force and effect as if made on the date of such delivery of deed. That this instrument is made to induce, and in consideration of, the said Buyer's consummation of the purchase of such premises.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public