



100 Corporate Ridge, Suite 120, Birmingham, AL 35242 PHONE (205) 980-7485, (800) 678-4267

OWNER/SELLER AFFIDAVIT

Maryland

The undersigned, being first duly sworn, hereby make oath or affirm that to the best of his/her/their information, knowledge and belief, the following is true and correct.

1. THAT Affiant (s) is/are over 19 years of age and is/are all of the record titleholder (s) of the above property, as more particularly described in the Commitment.
2. The street address of the property is _____
3. That the United States Taxpayer Identification Number of the undersigned is: _____; that the United States address of the undersigned is: _____. The undersigned is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.
4. As to Mechanics' lien claims: THAT all work or labor that has been done, and any materials furnished in connection with improvements to the property, has been in place not less than six (6) months prior to the date of this affidavit and all charges for any material or labor whenever furnished have been paid in full, and the undersigned has no actual knowledge of indebtedness to anyone for any labor or materials or of any mechanics' lien claim against said premises, whether of record or otherwise; FURTHER, there are no outstanding contracts or obligations, either oral or written, for the furnishing of labor, material or services to the property for any improvements thereon, other than: (NOTE: if none, insert "NONE." If such oral or written obligations exist, or if there have been improvements made within 93 preceding the execution of this affidavit, obtain a Lien Waiver from each named source of labor, material or service):
5. As to contracts and conveyances: THAT no agreement or contract of sale or deed, conveyance, written lease, or any other writing whatsoever is in existence which would adversely affect my/our title to said premises, except that in connection with which this affidavit is given:
6. As to possession: THAT there are no parties in possession of the property or any part thereof other than the undersigned, and I/we have no notice of any adverse claim or notice that someone else has or may have any interest in or a right to use the land.
7. As to judgments and liens: THAT no judgment or lien has been entered and/or recorded in any court of this State or of the United States against said Affiants which remains unsatisfied; THAT no proceedings in bankruptcy have been instituted by or against Affiant(s) in the U.S. Bankruptcy court sitting in any State or territory of the United States within the last seven (7) years.
8. As to taxes and assessments: THAT there are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, that there are no unpaid or delinquent water or sewer or service charges against said premises. Further, the Affiant (s) has/have

not received notice of nor has/have any actual knowledge of any recent or future planned improvements (such as street or alley paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against this property. Additionally, Affiant (s) has/have no actual knowledge of any unpaid homeowners, condominium, or other related special assessments regarding the property.

9. I/We have received no notice of the violation of any Zoning law or ordinance affecting the property.
10. I/We have no actual knowledge of any violations by me/us or any prior owners or any restrictive covenants affecting the property.
11. I/We have no actual knowledge of any encroachments of improvements onto adjoining properties including but not limited to walls or fences nor do I/We have any actual knowledge of the encroachment of improvements into drainage and utility easement areas.
12. I/We have never had my/our access (whether vehicular or pedestrian) to and from a public street disputed or limited in any way.
13. I/We have no actual knowledge of any problems relating to either the issuance of a building permit or the failure to obtain one for any improvements to the property.
14. I/We have no actual knowledge of any violations of State or local subdivision laws or ordinances.
15. THAT I/we understand that this Affidavit is made to induce Commonwealth Land Title Insurance Company to issue an owner and/or loan policy on the property without exception to any adverse matters that would be disclosed by this affidavit; and
16. THAT Affiant (s) further state (s) that he/she/they is/are each familiar with the nature of an oath; and with the penalties as provided by Maryland law for falsely swearing to statements made in an instrument of this nature.

Seller Signature

STATE OF _____; COUNTY OF _____, to wit:

Sworn to and subscribed before me by _____ on this _____, 2018.

_____(SEAL)
Signature of Notary Public

My Commission Expires:

NOTE: Use of this affidavit is appropriate only when the improvements situated on the land in which the interest is being insured constitutes existing improvements that have been in place for more than six (6) months. It is not appropriate for transactions involving newly constructed improvements.