AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

STATE OF

BEFORE ME, the undersigned authority, personally came and appeared who, being first duly sworn, deposes and says:

1. That Affiant is the owner (hereafter collectively referred to as the "Owner") of the following described real property, (hereafter referred to as the "Property").

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

2. That neither the Owner's title to nor possession of the property have ever been disputed or questioned, nor is the Owner aware of any facts by reason of which the title to, or possession of, the property or any part of it or any personal property located on it might be disputed or questioned, or by reason of which any claim to the property or any portion of it or any personal property located on it might be adversely asserted.

3. That no person or entity other than the Owner claims or is presently entitled to the right to possession, or is in possession, of the property, and there are no tenancies, leases or other occupancies that affect the property.

4. That there are no disputes concerning the location of the boundary lines of the property.

5. That there are no outstanding or unpaid taxes or assessments (pending or certified) EXCEPT taxes for the year **\_\_\_\_\_\_\_\_​​** or any unpaid or unsatisfied Mortgages, Claims of Liens or other matters, EXCEPT as set forth in Exhibit "B", that constitute a lien or encumbrance against the property or any of the improvements on it or any part of it or against any personal property located on it.

6. That there are no Security Agreements, Financing Statements, Title Retention Contracts or Personal Property Leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the property or the improvements located on it, EXCEPT as set forth in Exhibit "B".

7. That there are no actions, proceedings, judgments, bankruptcies, liens or executions recorded in the public records of the County wherein the property is located, or in any other County in Florida, or pending against the Owner in any Court in Florida, or any other Courts.

8. That Affiant knows of no violations of Municipal Ordinances affecting the property.

9. That no improvements or repairs have been made to the property during the 90-day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the property, or for the services of architects, surveyors or engineers incurred in connection with the property.

10. That subsequent to **\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_​​**, the Owner has not and hereby agrees and represents that Owner will not execute any instrument or do any act whatsoever that in any way would or may affect the title of the property, including, but not limited to, the mortgaging or conveying of the property, or any interest in it, or causing any liens to be recorded against the property or the Owner.

11. That this Affidavit is given:

* [ x ] to induce **​​** to purchase real property and improvements
* [ x ] to induce **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​** to make a loan secured by a Mortgage encumbering the real property and improvements, and to induce **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​** to issue an Owner and/or Mortgagee Title Insurance Policy.

12. That this Affidavit is given by the Affiant with full knowledge of applicable Florida laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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| STATE OF    On 9th day of June, 2021, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public in and for said county, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who has/have satisfactorily identified him/her/themselves as the signer(s) or witness(es) to the above-referenced document.   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary Public Signature  My Commission Expires:​​ |

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

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Parcel Identification Number: \_\_\_\_\_\_​​

**EXHIBIT "B"**

**EXCEPTIONS**

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