**AFFIDAVIT OF ENCUMBRANCES**

Owners: ​​

Property:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_​​

The undersigned Owner(s) of the property noted above does, under oath, depose(s) and say(s) that the only mortgage and/or lien encumbrances known to me to exist upon such property are as follows:

The payoff amount of each of these encumbrances, if any, are calculated at this closing on telephone advice from the Lender/Creditor and is subject to change depending on date of receipt of these funds by said Lender/Creditor or due to the fact that I/We have made any charges or payment to my/our account since said telephone inquiry. In the event that said payoff remitted by Iconic Title Agency LLC​​ to any Lender/Creditor is deficient, I/We agree to remit the difference to Iconic Title Agency LLC​​ within 48 hours of notification of the same. In the event the payment is excessive, the Lender/Creditor will return any excessive sums, and said sums will be remitted to me/us.

Inasmuch as Iconic Title Agency LLC​​ is arranging to procure and record releases of any outstanding liens against the property in order for the Buyer(s) to obtain a marketable title to same, the Seller(s) hereby agree to pay any amount necessary to satisfy such liens in the events that the amount deducted from their gross proceeds of sale are inadequate to pay same in full according to said lien holder(s).

The Seller(s) further warrant to Iconic Title Agency LLC​​ that there are no other mortgages or outstanding liens against the property other than those recited on the Settlement Statement (if any).

I hereby represent to Iconic Title Agency LLC​​ that the foregoing is true and understand that Iconic Title Agency LLC​​ is relying upon the veracity of the foregoing and further agree to hold Iconic Title Agency LLC​​ its title carrier harmless and indemnified on account of any and all liability for any claims, damages, suits or causes of action on account of the above resulting from or arising out of any incomplete, false or misleading statement contained in this Affidavit. This indemnification includes costs and expenses, and reasonable attorney fees, which Iconic Title Agency LLC​​ and/or its title carrier incur in connection with any such damages.

If Iconic Title Agency LLC​​ is obtaining a payoff for a Home Equity Line of Credit, **I/We agree to immediately freeze this account – no further disbursements should be made.**

Signed under the Penalties of Perjury on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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STATE OF   
  
I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, make this my affidavit and state:  
  
  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Affiant’s Name  
  
  
Subscribed and sworn to before me on this 11th day of June, 2021 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Notary Public Signature  
  
My Commission Expires:​​