NO LIEN, POSSESSION AND GAP AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared ​​ (“Affiant”), who upon being duly cautioned and sworn, deposes and states as follows:

1. Affiant is the owner (“**Owner**”) in fee simple of the property legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”).
2. This Affidavit is given so that title to the Property may be insured without any exceptions for the title search “gap,” construction liens or possession.
3. Owner has possession of the Property and there is no other person or entity in possession or who has any right of ownership to the Property. Owner’s title to, and possession and enjoyment of, the property has been open, notorious, peaceable and undisturbed, and has never been disputed nor questioned.
4. Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor, services or material furnished for repairing or improving the Property that remain unpaid.
5. Owner has made no additional improvements to the Property and has received no notice of (proposed) back assessments from Property Appraiser’s Office or bill for back assessments from Tax Collector since the issuance of the last tax bill.
6. Owner has not executed any contracts for sale affecting the Property which is currently effective except for the Purchase and Sale Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_​​, by and among Owner, and ​​.
7. There are no matters pending against Owner in any state or Federal court or other governmental body of which Owner is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which could give rise to a lien that would attach to the Property or would adversely affect the title to the Property or Owner’s ability to close on the sale of the Property between \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_​​, the date of the title commitment, and the recording of the deed to be insured, and that Owner has not executed and will not execute any instrument that would adversely affect the title or interest to be insured.
8. That, the Property is free and clear of all liens, taxes, and mortgages, encumbrances and claims of every kind, nature and description whatsoever, except for mortgage or mortgages, if any, described in the deed given between the parties named herein, and except for real estate and personal property taxes for the current and subsequent years, except as otherwise indicated on the Title Commitment.
9. Owner agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand from either party.
10. There has been no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
11. There are no unrecorded easements, claims of easements or rights-of-way affecting all or any portion of the property.
12. That this Affidavit is made for the purpose of inducing (i) ​​ (hereinafter the “Purchaser(s)”) to purchase the Property from Owner; and (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ (the “Title Insurer”) to issue a commitment or commitments and/or policy or policies insuring the Purchaser(s) interest in the Property; and (iii) is made under penalties of perjury. Affiant does hereby agree to indemnify and hold harmless Title Insurer from any and all loses, costs or damages, including attorney’s fees, which the Title Insurer may incur, or become liable for, under its Insured Closing Service Letter, commitment or commitments, and/or policy or policies, either directly or indirectly, due to any misstatement contained herein. Affiant agrees to immediately execute and deliver any revised or corrective documents as may be deemed necessary to confirm marketable title to the Property.

**Under penalty of perjury**, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
​​

|  |
| --- |
| 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 SignatureMy Commission Expires:​​ |

**EXHIBIT A**

LEGAL DESCRIPTION

Property Address:  **,​​**

​​