

OWNER AFFIDAVIT

The undersigned, being the owner(s) of property known as NY (the "Property"), or a person duly authorized to act for the owner(s), being duly sworn, hereby depose(s) and say(s) on personal knowledge:

I. MECHANICS' LIENS:

Within the last ninety (90) days, no person or entity has furnished any labor, services or materials in connection with the construction, repair or demolition of any buildings or improvements on the Property or in connection with any site work on the Property, including surveying and engineering, and no work remains to be performed under any existing contracts for such labor, services or materials. [If this statement is not true, suitable waivers of liens must be provided, or exception must be taken in Schedule B for unrecorded mechanic's liens.]

II. TENANTS:

There are no tenants or parties in possession of the Property, except: _____.
[If none, state "none"] [If there are such parties, state "see attached" and attach list of tenants/parties in possession. Exception should be taken in Schedule B for the listed tenants/parties in possession; the if such exception is taken, the general exception for parties in possession may be deleted.]

III. SURVEY MATTERS:

A. Survey update: I/We have examined a survey entitled _____ It accurately reflects the current location of all buildings/improvements on the Property. [If no current survey is provided to the Company, exception must be taken on Schedule B of an owner's policy for matters of survey.]

B. For survey coverage on mortgagee and enhanced coverage owner's policy [RESIDENTIAL PROPERTY ONLY]:
The owner(s) has/have been in actual possession of the Property. There have been and are no disputes or disagreements regarding the boundary lines; no encroachments of buildings, fences, walls, or other improvements onto adjoining property; no encroachments from any adjoining parcel onto the Property; no claims of any rights of way or easements over/across the Property not shown by the Public Records; no shared driveways, wells or other facilities located on the Property; no roads, paths, wires, or pipes crossing the Property; no streams, rivers, lakes, ponds or other watercourses located on, crossing or abutting the Property. The owner(s) have/has not permitted any third party to use all or any portion of the Property, and does/do not make use of any shared driveways, wells, or other facilities located on other property. [Exception should be taken for any adverse survey matter disclosed in this paragraph.]

IV. BUILDING PERMITS:

No improvements/additions to the Property have been made without obtaining a building permit and a certificate of occupancy (if applicable). [If this item is stricken, an enhanced owner's policy may not be issued without obtaining approval from the Company.]

V. COMMON INTEREST COMMUNITIES (CONDOMINIUM, PLANNED COMMUNITY OR PUD):

All common expense charges and assessments, including special assessments, have been paid. There is no right of first refusal or other restriction concerning the sale or transfer of the Property that has not been effectively waived by the association or other holder of the right.

This Affidavit is made for the purpose of inducing _____ to issue its policy(ies) of title insurance. The person(s) signing this affidavit acknowledge(s) that _____ and all parties to the transaction will rely upon the truth and accuracy of the statements contained herein.

STATE OF

I, _____, being duly sworn, make this my affidavit and state:

Date: _____

Affiant's Name

Subscribed and sworn to before me on this _____ day of _____, 20 _____ by _____.

Notary Public Signature

My Commission Expires: