AFFIDAVIT AND AGREEMENT RELATIVE TO MORTGAGE PAYOFF

AND EXECUTION OF CONFIRMATORY INSTRUMENTS

AND LIMITED POWER OF ATTORNEY

State of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_​​

The undersigned, ​​, owner of certain property known and addressed as ​​, more particularly described in the Title Commitment issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​, being duly sworn, depose and say:

1. That the undersigned understands and agrees that this transaction was closed based upon and in reliance upon current mortgage payoff information received to date, and that if such information received is not accurate that the undersigned acknowledges that it is the undersigned’s responsibility to insure the full and final payment of such mortgages.

2. The undersigned agrees that if there is any shortage with regard to any mortgage payoff amount, that the undersigned will promptly remit any balance owing to any mortgagee, and agrees to hold the Closing Attorney, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​, or other, and the Closing Attorney’s Title Insurance Company, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​, or other, harmless and indemnified from any claims arising from any such shortage.

3. The undersigned agrees to execute when called upon to do so at any time in the future any and all instruments of a confirmatory nature if so requested by the Closing Attorney, or anyone acting on the Closing Attorney’s behalf.

4. The undersigned, hereby grants \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​, as settlement agent, limited power of attorney to correct, modify, and/or execute or initial any and all typographical, clerical, or other errors discovered in any or all of the closing documentation required to be executed by the undersigned, at or with respect to, the closing and settlement of the mortgage loan. In the event this limited power of attorney is exercised, the undersigned will be notified and will receive a copy of any document executed, corrected, modified, or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED’S LOAN, INCREASE THE UNDERSIGNED’S PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED’S MONTHLY PRINCIPAL AND INTEREST PAYMENTS.

This affidavit, agreement and Limited Power of Attorney is made for the purpose of granting of a mortgage on said premises and for the purpose of inducing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ to insure the mortgage on said property free and clear of any possible claims well knowing that they will do so only in complete reliance upon the truth and accuracy of the statements contained herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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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 day of , 202 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Notary Public Signature  
  
My Commission Expires:​​