

## *First American Title Insurance Company*

COMMITMENT NO. : \_\_\_\_\_ PREMISES: \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, the undersigned Affiant(s) after being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the following statements are true and correct to the best of Affiant's(s') knowledge and belief:

That the Owner(s) of the Premises being insured in the present transaction are the same person(s) and/or entity(ies) as the Grantee(s) named in the deed recital(s) set forth in the above captioned Commitment.

That there are no mortgages, judgments, encumbrances, easements, or pending suits adversely affecting the Owner(s) or the Premises that are known to the Affiant(s) and not set forth in the Commitment.

That any line of credit secured by a mortgage encumbering the Premises has been closed, and no further draws, checks or other withdrawals have been or will be made.

That there have been no repairs, additions or improvements made on or to the Premises, nor any demolition, excavation, or other site work on the Premises, within six (6) months from the date of this affidavit.

That the Owner(s) has/have not received any notice relating to the filing of a mechanics' lien claim.

That there has been no work done, or notice received that work is to be done, on or to the Premises by the Municipality (City, Borough or Township), or at its direction, in connection with the installation of sewer, water, or other municipal services, or for improvements such as paving or repaving of streets or alleys, or the installation or repair of curbs or sidewalks.

That no notice has been served by any governmental authority for the removal or abatement of any nuisance, for the violation of any zoning or environmental regulations or concerning the condemnation of any portion of the Premises.

That there has been no violation of any restrictions affecting the Premises.

That there are no purchase money obligations being created in this transaction other than any purchase money mortgage set forth in the Commitment.

That the Owner(s) in this transaction is/are in actual possession of the entire Premises, and there are no leases or agreements affecting the Premises or any part thereof outstanding. If this statement is not accurate, then Affiant(s) must identify the party in possession and any applicable leases or agreements as follows:

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That the transaction contemplated by the Commitment is not made for the purpose of hindering, delaying or defrauding any creditors of the Owner(s).

No proceedings in bankruptcy or receivership have been instituted by or against the Owner(s).

That the Owner(s) is/are over 18 years of age and competent to convey or encumber the Premises. That the Affiant(s), if not the Owner(s), is/are over 18 years of age, and competent and knowledgeable as to the matters set forth in this affidavit.

That the Owner(s) has/have not received a notice of claim from any Real Estate Broker claiming a right to a lien on the Premises.

That all taxes, sewer and water rents or other municipal services assessed, levied or filed against the Premises are fully paid.

That as to each Owner who is an individual:

- A. That the Grantee(s) named in the deed recital(s) set forth in the above captioned Commitment, if title to the Premises was acquired while they were married to each other (tenants by the entirety), have not been divorced from each other at any time since their acquisition of title.
- B. If presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction.
- C. That any interest in the Premises has never been awarded or distributed to or liened in favor of any current or former spouse of any Owner nor is his/her interest in the Premises subject to the continuing jurisdiction of any court for support obligations or possible future awards or distributions to any current or former spouse of any Owner.
- D. That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court.

That as to each Owner that is an entity such as a Corporation, Limited Liability Company, Limited Partnership or Partnership:

- A. That the entity(ies) has/have been duly formed according to the laws of its state of incorporation or formation and is/are in good standing.
- B. That there are no corporate taxes due the Commonwealth of Pennsylvania by any entity that is a Corporation or Limited Liability Company.
- C. That all parties signing documents in this transaction are duly authorized to execute them on behalf of the entity(ies).
- D. That no shareholder consent is required by the Corporation, nor member consent required by the Limited Liability Company, nor limited partner consent required by the Partnership, nor are any other approvals or consents required by others to this transaction.

This Affidavit is made for the purpose of inducing First American Title Insurance Company or its duly authorized agent to issue its title insurance policy(ies).

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned Notary Public, the undersigned Affiant(s) personally appeared and, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the foregoing statements are true and correct to the best of Affiant's(s') knowledge and belief.

Affiant: \_\_\_\_\_ Affiant: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Notary Public My Commission Expires:\_\_\_\_\_