

TITLE AFFIDAVIT

STATE OF [STATE])) ss. COUNTY OF [COUNTY WHERE THE AFFIDAVIT IS SIGNED])

1. Affiant

I, [AFFIANT NAME], residing at [AFFIANT ADDRESS], being first duly sworn, depose and state:

1. I am over eighteen (18), of sound mind, and competent to make this Title Affidavit.
2. I have personal knowledge of the matters stated herein and of the status of title to the property described below.

2. Purpose

This Affidavit is made and delivered to the purchaser, lender, transferee, and/or title insurer in connection with the transaction described below, and is intended to be relied upon by such parties in closing, insuring, funding, or recording the transaction. Purpose: [PURPOSE OF THIS AFFIDAVIT]

3. Property

This Affidavit concerns the following property (the "Property"), which is a **parcel of real estate (real property)**:

[PROPERTY DESCRIPTION]

4. Record Ownership

Record title to the Property is held in the name of [CURRENT OWNER SELLER OF RECORD].

5. Transaction

This Affidavit is made in connection with the sale and conveyance of the Property and is relied upon by the purchaser and the title insurer issuing the owner's and/or lender's policy of title insurance.

6. Possession

The Affiant has been in open, continuous, exclusive, peaceable, and uninterrupted possession of the Property since taking title. There are no parties in possession of the Property other than the record owner and, where applicable, tenants under written leases disclosed in writing to the relying parties.

7. Liens, Encumbrances, and Assessments

There are no unpaid taxes, special assessments, judgments, mechanics' liens, materialmen's liens, homeowner-association liens, unrecorded easements, unpaid utility charges, unreleased mortgages or

deeds of trust, UCC-1 financing statements, or other liens, claims, or encumbrances against the Property or against the Affiant personally, other than those expressly shown of record and disclosed in writing to the relying parties at closing.

8. No Unrecorded Work / Construction Liens

No labor, services, or materials have been furnished to, performed on, or contracted for with respect to the Property within the statutory construction-lien period immediately preceding the date of this Affidavit that could give rise to a mechanic's, materialman's, or construction lien, except as (a) disclosed in writing to the relying parties and (b) fully paid, released, or bonded around at or before closing.

9. No Bankruptcy / No Litigation

The Affiant is not a debtor in any pending bankruptcy proceeding, and no petition in bankruptcy has been filed by or against the Affiant. No action, suit, arbitration, or governmental proceeding is pending or, to the Affiant's knowledge, threatened against the Affiant that could constitute a lien or encumbrance against the Property.

10. No Other Conveyances

The Affiant has not conveyed, contracted to convey, granted an option to purchase, or otherwise encumbered the Property to any person other than as expressly disclosed in the current transaction, and there are no outstanding contracts for deed, unrecorded leases, rights of first refusal, or options affecting the Property.

11. Boundary, Survey, and Adverse Claims

The Affiant has no knowledge of any boundary disputes, encroachments, easements by prescription, adverse possession claims, or other adverse claims affecting the Property that are not shown on the public records or on a current survey delivered to the relying parties.

12. FIRPTA (Real Estate Sales Only)

If this transaction involves a sale of a United States real property interest by the Affiant, the Affiant is not a "foreign person" within the meaning of Internal Revenue Code §1445 and the regulations thereunder, and no withholding under the Foreign Investment in Real Property Tax Act (FIRPTA) is required. The Affiant's U.S. Taxpayer Identification Number is available to the settlement agent under separate certification.

13. Reliance and Indemnification

The Affiant makes this Affidavit with full knowledge that the purchaser, lender, transferee, settlement agent, and title insurance company are relying on its truthfulness in closing the transaction, funding the

loan, recording the instruments, and issuing policies of title insurance. The Affiant agrees to indemnify, defend, and hold harmless the relying parties against any and all losses, costs, damages, and expenses (including reasonable attorneys' fees) arising from any material misstatement or omission in this Affidavit.

14. Additional Facts

[NUMBERED FACTS ONE FACT PER PARAGRAPH]

Oath and Penalty of Perjury

I certify under penalty of perjury under the laws of the State of [STATE] that I know the contents of this Affidavit signed by me and that the statements set forth above are true and correct to the best of my knowledge.

Signature of Affiant

Affiant

_____ PRINTED NAME
 _____ SIGNATURE
 _____ DATE

Notary Jurat

State of [STATE] County of [COUNTY WHERE THE AFFIDAVIT IS SIGNED]

Subscribed and sworn to before me this _____ day of _____, 20, by [AFFIANT NAME], who is personally known to me or who produced _____ as identification.

Notary Public: _____ My commission expires: _____
 [NOTARY SEAL]

***Jurat vs. acknowledgment.** This certificate is a **jurat** — the correct notarial certificate for an affidavit. A jurat (i) requires the affiant to appear before the notary, (ii) requires the affiant to sign in the notary's presence (no pre-signing), and (iii) includes administration of an oath or affirmation. An **acknowledgment** (used for deeds, powers of attorney, and contracts) does NOT include an oath and is the wrong certificate for an affidavit. Using an acknowledgment in place of a jurat may cause a court to reject the affidavit as defective.*