

AFFIDAVIT, AGREEMENT AND STATUTORY NOTICE

Being first duly sworn, the undersigned Owner(s), who is/are over 18 years of age and are all of the record titleholder(s) of the subject property, as more particularly described in the Commitment, and make this affidavit based upon their personal knowledge, do hereby make the following affidavit and agreements inter alia, for the purpose of transferring the property known as **1234 MAIN STREET, ANY CITY, MD 21044** and for further purpose of inducing Lakeview Title Company to guarantee the title to said property and/or having title insurance issued on said property. The undersigned hereby make oath or affirm that to the best of his/her/their information, knowledge and belief, the following is true and correct:

The property is current used as :

| | | | |
|-------|------------------------------------|-------|--------------------------|
| _____ | One single family residence | _____ | Four or less residential |
| _____ | One single family condominium unit | _____ | None of the above |

UNPAID BILLS. There are no unpaid bills or claims for labor or services performed, or for material furnished or delivered on the above real property. There are no chattel mortgages, conditional bills of sale, retention of title agreements or personal property leases affecting any fixtures, furnishings, equipment, including but not limited to heating apparatus, garages, oil burners, gas, oil and electric fixtures, screens, screen doors, storm doors and windows, awnings, air conditioning apparatus, aluminum siding, swimming pool and/or other fixtures of whatever nature on said premise

TAXES/LIENS. The undersigned further certify that there are no tax liens, federal or state, judgements or decrees against them which would be liens on the property other than those shown on the settlement statement. Owners certify that they have received no notice of intention to file a mechanic's lien and that no petition to establish a mechanic's lien has been filed that would affect the property. No work or labor has been done, nor any materials furnished in connection with improvements to the property except those that have been fully and completely paid for; that I/we have no actual knowledge of indebtedness to anyone for any labor or materials or of any mechanics' lien claim against said premises, whether of record or otherwise. Owners certify that they have not filed for protection or relief from creditors under the Bankruptcy Laws of the United States and are not now in bankruptcy proceedings. Sellers further certify that there are no Special Assessments, Homeowner Association Liens, Condominium Liens, levied or pending, or other liens affecting the property other than those accounted for, paid out and/or adjusted at the time of settlement. That there are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, that there are no unpaid or delinquent water or sewer or service charges against said premises

Also, that the Affiant(s) has/have not received notice of nor have any actual knowledge of any recent or future planned improvements (such as street or alley paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against this property

CONTRACTS/CONVEYANCES. That no agreement or contract of sale, or deed, conveyance, written lease, or any other writing whatsoever is in existence which would adversely affect my/or title to said premises, except that in connection with which this affidavit is given:

POSSESSION. That there are no parties in possession of the property or any part thereof other than the undersigned, and I/we have no notice of any adverse claim or notice that someone else has or may have an interest in or a right to use the land;

MARITAL STATUS. that the Affiant(s) undersigned is/are single/married, and, if married, have been continuously married to each other since first taking title to the property.

DEEDS OF TRUST. The Owners certify that there is no Deed of Trust, mortgage and/or special assessment levied or pending including but not limited to street improvements, sidewalks, street lights, or other liens affecting the property other than those shown on the settlement statement attached hereto.

VIOLATIONS. Owners warrant that they have received no violations of any state, county, or municipal ordinances order or any requirements issued by any department of the state, county or municipality. I/we have no actual knowledge of any violations by me/us or any prior owners of any restrictive covenants affecting the property.

ENCROACHMENTS/ACCESS. I/we have no actual knowledge of any encroachments of improvements onto adjoining properties including but not limited to walls or fences nor do I/we have any actual knowledge of the encroachment of improvements into drainage and utility easement areas. I/we have never had had my/our access (whether vehicular or pedestrian) to and from a public street disputed or limited in any way.

BUILDING PERMITS. I/we have no actual knowledge of any problems relating to either the issuance of a building permit or the failure to obtain one for any improvements to the property

WITHHOLDING TAX. Affidavit of Facts Relating to the Withholding of Tax Upon the Disposition of United State Real Property interest Pursuant to 26 USC Section 1445(6)(2). The Owner(s), being duly sworn, depose(s) and say(s); (a) The Owner(s) is/are owner(s) of the premises referred to herein, being conveyed to the Buyers referred to herein. (b) That the undersigned Owner(s) is/are not a foreign person(s) as defied at 26 USC Section 1445 (f)(3) or has a tax identification number and/or Social Security number and a valid "green card" issued by the US Government. (c) That the Owner(s) United States Taxpayer Identification number or Social Security number appears following his/her signature below.

RELEASE OF MORTGAGE. The undersigned certify that they have been advised that they are entitled to receive a photocopy of the release once received from the Owner's lender and that evidence of such recorded release be mailed or delivered to Buyer and Owner within thirty days from the delivery of the title deed. Unless specifically requested to do so by Buyers and Owner, settlement agent is not required to provide the said evidence of a recorded release if settlement agent disburses all closing funds within five days from the date of delivery of the title deed. Owner shall pay for the cost of reproducing and mailing a recorded release unless the Buyer and Owner otherwise agree. (RE Section 7-106 (b)).

INFORMATION FURNISHED BY OTHERS. The Owner acknowledge and agree that the correctness of information furnished to Lakeview Title Company by other than its employees is not guaranteed by the company, including, for example, taxes, homeowners association fees, water of mortgage payoff information. Lakeview Title Company assumes no liability for the accuracy of such information.

THAT Affiant(s) further state(s) that he/she/they is/are each familiar with the nature of an oath; and with the penalties as provided by Maryland Law for falsely swearing to statements made in an instrument of this nature.

SSN: _____
Telephone: _____
MR. SELLER (Work) _____
(Home) _____

SSN: _____
Telephone: _____
MRS. SELLER (Work) _____
(Home) _____

FORWARDING ADDRESS:

Subscribed and sworn to before me this _____ day of _____, 2001.

Notary Public

My commission expires: _____