

OWNER AFFIDAVIT

The undersigned, owner(s) of real property known as \_\_\_\_\_ (“Property”) swears under oath to the truth of the following statements:

(A) **MECHANICS' LIENS:** Within the last 120 days, including today, no one has furnished any labor, service or materials in connection with the construction or repair of any buildings or improvements or site work on the Property. No labor, service or materials have been contracted for future construction, repair, materials or site work on the Property and no contractor, surveyor, engineer or architect has been hired to provide any such service or materials.

*Note: If materials or services were provided within the last 120 days, and/or if there are materials or services to be provided pursuant to a partially performed contract, and/or if materials are to be furnished or services are to be provided between now and the delivery of the mortgage or deed to be insured by CATIC, cross out Paragraph (A) and provide properly completed mechanics' lien waivers or lien releases.*

(B) **SURVEY MATTERS:** The undersigned has been in peaceful and undisturbed possession of the Property and has not changed the boundary lines. There is no dispute or disagreement as to the location of any boundary lines. The undersigned is not aware of any encroachments of any structures or other improvements onto the Property, onto any adjoining land or onto any easement area, has not allowed and does not know of any easement, right of way, discontinued roads, lanes or cemeteries across the Property and no one has attempted to assert such right. The Property does not bound on a lake, stream, river, tidal waterway or pond nor does such water body flow through the Property.

(C) **POSSESSION:** There are no tenants, lessees or other persons who are in possession or have a bond for a deed or right to possession of the Property.

(D) **ACCESS:** The undersigned has frontage on a public street and vehicular and pedestrian access to/from the Property and is not aware of any dispute or disagreement regarding the use or location of any driveway or road serving the Property.

(E) **BUILDING PERMITS AND RESTRICTIONS:** The undersigned has no knowledge of the construction of any building or structural modification or improvement on the Property that was performed without obtaining a building permit and, if applicable, a certificate of occupancy. Further, the undersigned has no knowledge of any present violation of any zoning or subdivision regulation or any private restriction.

(F) **TAXES, ASSESSMENTS AND COMMON CHARGES:** All real estate taxes, common charges, association dues, common interest community assessments, special assessments, special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable.

(G) **RIGHT OF FIRST REFUSAL OR OPTION TO PURCHASE:** The undersigned has fully complied with requirements of any Right of First Refusal or Option to Purchase provisions which may affect the Property. Any such applicable rights have been waived or released and recorded.

**The undersigned understands that CATIC will rely upon the truth of the statements made in this affidavit when it issues its policy or policies of title insurance insuring the title to the Property and that the undersigned may be liable for damages for misrepresentations made in completing this form.**

\_\_\_\_\_  
Owner  
Subscribed and sworn to, before me \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
Commission Expires:

**To Issuing Agent:** If portions of any of the above paragraphs are stricken or altered, or an affiant is unable to swear to the truth of any of the above representations, please add the appropriate Exception to the Schedule B of the Policy you are issuing, or contact your local CATIC office for underwriting assistance. If Paragraph (A) is altered or deleted and you receive the proper documentation, please forward the documentation with the Policy.