

MORTGAGORS' / OWNERS' AFFIDAVIT

Penn Attorneys/Ohio Bar Title's File No. _____

Premises: _____

COMMONWEALTH OF PENNSYLVANIA) §

COUNTY OF _____)

BEFORE ME, the undersigned officer, personally appeared _____
(DEPONENT[S]), who, being duly sworn according to law, and intending to be legally bound, depose and say that he/she/they is/are the owners of the above premises being the identical person[s] as the Grantee[s] in the Deed Recorded in _____ Book _____, page _____ / Instrument No. _____ in the Office of the Recorder of Deeds in and for _____ County, Pennsylvania.

That the Deponent(s), if married, has/have not been divorced after the acquisition of title nor has/have a divorce action pending as of the date set forth herein.

That no alterations, additions or repairs have been made to said premises within the past six months immediately preceding the date of this settlement. That all improvements on the insured premises are totally situated thereon and do not violate any restrictions or zoning affecting the premises and there are no disputes with any adjoining property owners as to the location of property lines or the encroachment of any improvements.

That no notices have been served by any governmental authority for the removal or abating of nuisances, or for the repair of walls, driveways, curbs or footway paving, or for the relaying, repaving, or repairing of the curb, footway paving, streets, alleys and driveways, on which said premises abut. That no sidewalks have been laid, nor has any curbing, street paving, sewer, water pipe or any other municipal work been done or ordered to be done for which a municipal claim could be filed against the said premises.

That there are no openings in any party walls affecting said premises.

That there are no easements or claims of easements, not shown on the public records.

That there are no unrecorded leases or agreements affecting the premises in question, executed by or on behalf of the owner(s) of said premises, other than an Agreement of Sale between the parties to this transaction.

That no person has signed or made any mortgages, notes or obligations of any kind which could affect said premises other than those executed in connection with this present transaction.

That the Deponent[s] is/are in actual possession of the entire premises, and there are no leases of the premises or any part thereof outstanding other than those that are presently being assigned, nor is there any adverse occupancy of or adverse claim of title to said premises or any part thereof.

That there are no encumbrances, easements, judgments, liens, pending suits or bankruptcies adversely affecting the Deponent[s] and the said premises other than those shown on the Preliminary Report of Title prepared by _____, Approved Attorney, in connection with this transaction.

That all taxes, sewer and water rents or other lienable municipal services assessed, levied or filed against the said premises as of the date of this settlement are fully paid.

That the Grantor(s)/Mortgagor(s) in this transaction are over 18 years of age and in every respect competent to convey or encumber the title to the premises in question.

That the present mortgage is a bona fide transaction for a present fair consideration and is not being made for the purpose of hindering, delaying or defrauding any creditors and does not come within the provisions of the Bankruptcy or Insolvency Acts (or any amendments thereof).

That no fixtures, material or equipment have been placed on the premises during his/her/their ownership which have not been paid for in full.

Deponent[s] further aver that he/she/they has/have not received any notice of any interim tax assessments nor bills for same.

To the best of Deponent[s]' knowledge, there has never been any hazardous or toxic materials or substances stored, discharged or disposed of on the premises.

That no part of this property is under a contract easement to obtain a favorable assessment of farmland and forest land with any county or municipality or agency authorized by law to receive such easement.

That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court through the Date of recording the instrument(s) to be insured.

Any line of credit associated with the property has been closed, and no further draws, checks or other withdrawals have been or will be made.

The forwarding address of Deponent(s) is _____.

Deponent[s], for himself/herself/themselves and on behalf of all other owners of said premises by and with their full authority for so doing, make this Affidavit for the purpose of inducing _____, Approved Attorney, to hold settlement for the mortgaging of said premises, and to issue an attorney's certification of title for title insurance, and to make disbursement of funds arising out of said transaction.

Deponent[s] is/are aware that this affidavit is also being made for the purpose of inducing Ohio Bar Title Insurance Company to issue its title insurance policy deleting the exceptions pertaining to matters of survey in the Loan Policy only without requiring a current certified survey of the insured premises. Deponent[s] is/are aware that a certified survey has not been provided in this transaction and the removal or deletion of exceptions pertaining to matters of survey in the Loan Policy affords no protection to the property owner.

DEPONENT[S]:

Sworn and subscribed before me, this _____ day of _____, _____.

Notary Public: _____ My Commission Expires: _____.