

# BUYER'S AND SELLER'S CLOSING CERTIFICATION

Penn Attorneys/Ohio Bar Title's File No. \_\_\_\_\_

Address: \_\_\_\_\_

Re: \_\_\_\_\_

The undersigned **Seller(s)** and **Buyer(s)** certify as follows:

That the **Seller(s)** herein is/are the owner(s) of the premises being insured hereunder and the same person(s) as the grantee(s) in Deed/Record Book \_\_\_\_\_ Page No. \_\_\_\_\_ / Instrument No. \_\_\_\_\_ recorded in \_\_\_\_\_ County, Pennsylvania.

That the **Buyer(s)** herein is/are the purchaser(s) of the above premises and state(s) that this certificate is not being used in conjunction with a construction loan nor are any additions or improvements currently being undertaken.

**Seller(s)** state(s) that no alterations, additions or repairs have been made to said premises within the past six months immediately preceding the date of this settlement. **(Contact Insurer for additional requirements if any construction/improvements have taken place within the past six months.)**

That **Seller(s) and Buyer(s)** state that all improvements on the insured premises are totally situated thereon and do not violate any restrictions or zoning and do not encroach on any property or building restriction lines and that there are no encroachments of improvements from adjoining property owner(s) onto our property. Sellers(s) and Buyer(s) further state that there are no disputes with adjoining property owners as to the location of property lines or the encroachment of any improvements.

That **Seller(s) and Buyer(s)** certify that there are no easements, or claims of easements not shown by the public records.

That **Seller(s) and Buyer(s)** are aware that this certification is 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 the otherwise required furnishing of a current certified survey of the insured premises, at their expense. Although they are aware that no protection is afforded the property owner(s) by the deletion of such exceptions, they agree, as consideration for said deletion, to indemnify and hold harmless Ohio Bar Title Insurance Company from any and all reasonable expenses and/or losses incurred as a result of the deletion of said exceptions and any subsequent claims resulting from violation of restrictions and/or encroachments of building restriction lines or property lines which would have been revealed by the furnishing of a current, accurate, as-built survey of the insured premises.

The parties hereby certify that the foregoing statements are true and correct and intend to be legally bound thereby. (If ALL statements cannot be certified to, a current certified survey showing all improvements will be required.)

**Must be signed by Seller(s) and Buyer(s).**

**WITNESSES:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**SELLERS:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**BUYERS:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**\* If signed by Attorney on behalf of Seller(s):**

I, \_\_\_\_\_, certify as follows: 1) I have informed Seller(s) of the statements in this Certification; 2) Seller(s) is/are aware of its purpose; 3) Seller(s) has/have authorized me to sign this certification on his/her behalf.

Attorney Signature: \_\_\_\_\_

**NOTE:** If there is an existing survey of the property, a copy is requested to be furnished to Ohio Bar Title Insurance Company along with this signed certification.