

RESIDENTIAL SELLER'S/BORROWER'S AFFIDAVIT

County/City of _____,
Commonwealth of Virginia
Commitment # _____
Property Address _____

1. The undersigned Affiant(s) is the record titleholder of the property known and described in the Commitment referenced above or as described on the attached Exhibit (the "Property").
2. The Property is currently used as: a single family residence.
3. The street address of the Property is: _____;
4. The building and all improvements on the Property were completed more than _____ years ago.
5. As to Mechanic's Liens: That at no time within 120 days of the date hereof has any work, services, or labor done, or any fixtures, apparatus or material been furnished in connection with, or to the Property, except such material, fixtures, work, apparatus, labor or services that have been fully and completely paid for; that there is no indebtedness to anyone for any labor, fixtures, apparatus, material services, or work done to, upon, or in connection with the Property; that there is no claim or indebtedness; that there is no mechanics' lien claim against the Property; whether of record or otherwise;
6. As to contracts and conveyances: That no agreement or contract for conveyance, or deed, conveyance, written lease, or writing whatsoever, is in existence, adversely affecting the title to the Property, except that in connection with which this Affidavit is given;
7. As to possession: That there are no parties in possession of the Property other than the undersigned.
8. As to Judgments: That no judgment or decree has been entered in any court against said Affiant and which remains unsatisfied; that no proceedings in bankruptcy have ever been instituted by or against Affiant in any court, or before any officer of any state;
9. As to marital status: That the undersigned is single/married, and if married, the undersigned have been continuously married to each other since the undersigned first took title to the Property.
10. As to taxes and assessments: That there are no outstanding unpaid or delinquent real estate taxes or assessments against the Property; further, that there are no unpaid or delinquent water or sewer service charges against the Property; Also, that the undersigned has not received notice, nor know of any recent future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against the Property; additionally, there are no unpaid homeowners, condominium, or other special assessments affecting the Property.
11. As to violations: The Undersigned know of no violations of any zoning law or ordinance; or violations of restrictive covenants affecting the Property; or violations caused by an illegal lot division or failure to comply with any subdivision laws or ordinances.
12. As to encroachments: The Undersigned know of no encroachments of any improvements from the Property onto adjoining property including but not limited to walls and fences, easement or utility areas.
13. As to access: The Property has never had its access to and from a public street limited in any way.
14. As to building permits: The Undersigned have never been aware of problems relating to either the issuance of a building permit or to the failure to obtain one for an improvement to the Property.
15. This Affidavit is made to induce the purchase of and/or a loan secured by the Property and the issuance of a title insurance policy relating to the same; and
16. That Affiant(s) further state(s) familiarity with the nature of an oath; and with the penalties as provided by the laws of the Commonwealth for falsely swearing to statements made in an instrument of this nature and further certify that Affiant(s) has or have read or reviewed full facts of this Affidavit and understand its contents.

By: _____{SEAL}

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 201_.

NOTARY PUBLIC
My Commission Expires: _____