

INSTRUCTIONS

Owner's Affidavit and Affidavit In Lieu of Survey

The Owner's Affidavit should be signed by the seller in a purchase transaction and by the owner/borrower in a refinance transaction.

Section One - Mechanics' Liens

If work has been done or material furnished within ninety (90) days prior to the closing, this section should be stricken and you should consult with your local First American office to determine whether coverage can be given for possible unfiled mechanics' liens.

Section Two - Tenants

If the property is occupied by tenants, this Section may be stricken and an appropriate exception for rights of tenants must be appear on Schedule B of any policy to be issued.

Section Three - Survey Coverage

Upon submission of this Affidavit, survey coverage may be provided without a survey for residential mortgage policies and Eagle Owner's policies. A survey is required for survey coverage on ALTA Owner's policies and for commercial properties.

If a seller or owner/borrower is unwilling or unable to provide this Affidavit at closing, you should contact your local First American office for underwriting guidance.

First American Title Insurance Company

OWNER'S AFFIDAVIT AND AFFIDAVIT IN LIEU OF SURVEY

Property Address:

The undersigned owner(s) of the above referenced real property, being more particularly described in the FIRST AMERICAN TITLE INSURANCE COMPANY policy issued in connection herewith, swear to the truth of the following statements:

Section One - Mechanics Liens:

This transaction involves the sale or mortgage of real property on which all structures and improvements have been completed for more than ninety (90) days; and

Within the last ninety (90) days, no person or firm has furnished any labor, service or material in connection with the construction or repair of any buildings or improvements or site work on the property; and

No work, service or material has been contracted for future construction, repair or site work and that no contractor, surveyor or architect has been hired to perform any such service.

NOTE: If work has been done or contracted for or materials furnished within the past 90 days, strike this Section and provide appropriate lien waivers, subordinations and/or proof of payment. If this Section is stricken and lien waivers, subordinations and/or proof of payment are not provided, an exception for possible unfiled mechanics' liens must appear on Schedule B of any owners and mortgage title insurance policy to be issued. Lien waivers cannot be used in commercial transactions.

Section Two - Tenants:

There are no tenants, lessees or other parties in possession of the property.

NOTE: If parties other than the owner are in possession of all or any part of the property, strike this Section and attach an explanation of the nature of the tenancy or possession. If this Section is stricken, an appropriate exception for rights of existing tenants must appear on Schedule B of any owner's policy to be issued and on Schedule B or B-II of any mortgage policy to be issued.

Section Three - Survey Coverage:

The undersigned is in peaceful and undisturbed possession of the property. There is no dispute or disagreement as to the location of any boundary lines. The undersigned is not aware of any encroachments of structures or other improvements onto the subject property or onto adjoining land or onto any easement area. The undersigned has not allowed any easement or right of way across the subject property and no person has attempted to assert any such right. If a survey is attached to this affidavit, the undersigned has examined said survey and said survey reflects the current location of all buildings and improvements on the property.

NOTE: Inclusion of this Section without a survey will allow survey coverage for residential mortgage policies and Eagle owner's policies. A survey must be submitted for survey coverage for ALTA owner's policies and for commercial properties.

Section Four - Taxes, Assessments and Common Charges:

All real estate taxes, common charges, associations dues, common interest community 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.

Section Five - Right of First Refusal:

The undersigned has fully complied with the requirements of any Right of First Refusal provision which may affect the property. Any such Right of First Refusal provision has been effectively waived.

This affidavit is made for purpose of inducing a purchase and/or mortgage of the subject property and to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue its policy or policies of title insurance.

The undersigned acknowledges that the purchaser, mortgage lender and FIRST AMERICAN TITLE INSURANCE COMPANY will rely upon the truth and accuracy of the statements contained herein.

Property Owner

Property Owner

Subscribed and sworn to before me this day of , .

Notary Public/Commissioner of the Superior Court