

## *First American Title Insurance Company*

COMMITMENT NO. \_\_\_\_\_

PREMISES: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF \_\_\_\_\_ ) SS

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_, before me, the undersigned Officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the following statements are true and correct to the best of my/our knowledge and belief.

That the Grantor(s)/Mortgagor(s) herein is/are the owner(s) of premises being insured hereunder and the same persons as the Grantee(s) as named in the Deed Book recital(s) set forth in the above captioned commitment and that the facts of identity relating to any other person(s) named in the Deed Book recital(s) are true and correct.

That there are no mortgages, judgments, encumbrances, easements, bankruptcies, or pending suits adversely affecting the owner(s) and the premises which are known to the undersigned and not being properly provided for in this transaction.

That there have been no repairs, additions or improvements made, ordered or contracted to be made on or to the premises, within six (6) months from the date hereof, nor are there any improvements or fixtures attached to the premises which have not been paid for in full; and that there are no outstanding or disputed claims for any such work or items.

That there has been no work done, or notice received that work is to be done, by the Municipality (City, Borough or Township), or at its direction, in connection with the installation of sewer or water or for improvements such as paving or repaving of streets or alleys, or the installation or repair of curbs or sidewalks.

That no notice has been served by any governmental authority for the removal or abatement of any nuisance, for the violation of any zoning regulations or concerning the condemnation of any portion of said premises.

That there has been no violation of any restrictions affecting the premises.

That there are no purchase money obligations being created in this transfer.

That the Grantor(s)/Mortgagor(s) in this transaction is/are in actual possession of the entire premises, and there are no leases or agreements affecting the premises or any part thereof outstanding, other than those that are presently being assigned.

That the present transaction is not made for the purpose of hindering, delaying or defrauding any creditors of said owner(s) and does not come within the provisions of any Bankruptcy or Insolvency Acts.

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 Grantor(s)/Lessor(s) has/have not received a notice of claim from any Real Estate Broker claiming a right to a lien in accordance with Act 34 of 1998.

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 as to each Grantor/Mortgagor who is an individual:

- A. That the Grantees in the last deed of record, if identified therein as husband and wife (tenants by the entirety), have not been divorced from each other at any time since their acquisition of title.
- B. If presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction.
- C. That any interest in the premises has never been awarded or distributed to or liened in favor of any current or former spouse nor is his/her interest in the premises subject to the continuing jurisdiction of any court for support obligations or possible future awards or distributions to any current or former spouse.
- D. 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.

That as to each Grantor/Mortgagor that is a Corporation, Limited Liability Company or Partnership:

- A. That the Corporation, Limited Liability Company or Partnership has been duly formed according to the laws of its incorporation or formation and is in good standing.
- B. That there are no corporate taxes due the Commonwealth of Pennsylvania by said Corporation or Limited Liability Company.
- C. That all parties signatory to documents in this transaction are duly authorized to execute same on behalf of the Corporation, the Limited Liability Company or the Partnership.
- D. That no shareholder consent is required by the Corporation, nor member consent required by the Limited Liability Company, nor limited partner consent required by the Partnership, nor are any other approvals or consents required by others to this transaction.

**NOTE: If this transaction occurs within ten years of a previous title insurance transaction of the same property, or a portion thereof, it may be entitled to a reduced title insurance rate.**

**To the best of our knowledge, title insurance was last obtained on \_\_\_\_\_.**

This affidavit is made for the purpose of inducing First American Title Insurance Company or its duly authorized agent to hold settlement on the above premises, and to issue its title insurance policy, insuring the title thereto and to make disbursement of funds arising out of said transaction.

SWORN TO AND SUBSCRIBED before me,  
the day and year aforesaid.

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Notary Public

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My Commission Expires: \_\_\_\_\_

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