



Hillsboro Title Company

Experienced professionals... Dedicated to Exceptional Service

STATE OF _____)

COUNTY OF _____) ss.

On this _____ before me personally appeared _____, who being duly sworn on his/her oath, did say to the best of his/her knowledge that:

- (a) The undersigned is the owner in fee simple of the land set forth in Commitment No. _____ and Abstract No. _____ dated _____ issued by Hillsboro Title Company, as Agent for _____ (herein collectively known as "Title Company");
- (b) The undersigned has owned said land continuously for _____ years and that my possession thereof has been peaceable and undisturbed, and that title to said land has never been disputed or questioned;
- (c) There are no facts that I am aware of where the title or possession of said land might be disputed or questioned, or where any claim might be asserted adversely to the present ownership;
- (d) That no one is in possession of said land under lease, contract, crop rental or other instrument, except: _____;
- (e) That no bankruptcy proceedings are now pending by or against the undersigned;
- (f) That there is no action or suit now pending in any court, or any other claim which might result in a lien on said land;
- (g) That the undersigned has not been divorced except as follows: _____;
- (h) That no Income Tax Lien, either by the Federal Government or the State of Missouri, is in effect against the undersigned;
- (i) That the undersigned has received no notice from any public authority requiring any improvements, alterations or change to be made on said land;
- (j) That there are no proposed sidewalk, street, sewer or other improvements nor any proceedings which could result in special tax bills or assessments against said land, including, but not limited to, Subdivision Trustee Assessments or road maintenance fees, except: _____;
- (k) That there are no outstanding unrecorded instruments that would affect title to said land at this date;
- (l) That there have been no changes in the condition of said land since the contract date, except: _____;
- (m) That there are no outstanding contracts unpaid or due for improvements on said land. There are no outstanding security agreements or unpaid bills or purchase price liens for any heating, plumbing, electric or other equipment or personal property which may be attached to said land.
- (n) There are no outstanding charges for services rendered by real estate brokers, title examiners, appraisers, surveyors, engineers or architects, which may result in a lien on said property;

The undersigned does further depose and say that to the best of his/her knowledge:

() That there **have** been _____ -or- () That there **have not** been _____

materials furnished and/or labor performed on said land for the purpose of construction, rehabilitation, excavation or other improvements within the last six months immediately prior to this date;

This affidavit is given to induce Title Company to issue its' policy or policies of title insurance and the undersigned hereby acknowledges Title Company's reliance on said affidavit. The undersigned further agrees that if Title Company sustains any loss as a result of its reliance on the representation herein which later are determined to be false, the undersigned agrees to indemnify and hold Title Company harmless for said loss, including any attorney fees and costs.

Seller Address: _____

Subscribed in my presence and sworn to before me this _____.

_____, Notary Public

My Term Expires: