

CLOSING AFFIDAVIT

(Buyer)

Before me, the undersigned authority, personally appeared «=borrower_name» ("Affiant"), who being by me first duly sworn on oath, deposes and says that:

1.«=borrower_name»("Buyer"), is purchasing the following described property from «=seller_name»("Seller"), to wit:

«=property_description»

2. Buyer's marital status as reflected in this affidavit and the other closing documents is true and correct. The Buyer is of legal age and has never been adjudged incompetent. There are no matters pending against the Buyer that could give rise to a lien that would attach to the property prior to the recording of the interests to be insured, and Buyer has not and will not execute any instrument (nor permit any action to be taken) that would adversely affect the title or interests to be insured. There are no judgments or liens against Buyer and no bankruptcy proceedings are currently pending with respect to Buyer.
3. To the best of Buyer's knowledge, information, and belief: (a) within the past 90 days there have been no improvements, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid; (b) there are no actual or potential mechanic's, materialmen's, or laborer's liens against the property; (c) there are no tenancies, leases or other occupancies (oral or written) affecting the property; (d) no other person or entity has any contract to purchase, option to purchase, right of first refusal, or other potential claim of right to purchase the property.
4. Buyer knows of no violations of municipal ordinances pertaining to the property, or any action or proceeding relating to the property which is pending in any court, nor does the Buyer know of any judgment, tax lien, or matter of any nature whatsoever which could create a lien or charge upon the property. Buyer has no knowledge of any matters that could or does create a cloud on the title to the subject property.
5. There are no matters pending against the Buyer that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Borrower has not and will not execute any instruments that would adversely affect the interest to be insured.
6. There are no actions or proceedings now pending in any State or Federal Court to which the Buyer is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
7. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **HEIGHTS TITLE SERVICES LLC** and **FIRST AMERICAN TITLE INSURANCE COMPANY** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.

8. Buyer and Seller agree that the Closing Agent, **HEIGHTS TITLE SERVICES, LLC** does not make any representations as to the habitability of the subject property or make any warranties whatsoever with regard to the instant transaction or any property situated on same. Buyer hereby holds **HEIGHTS TITLE SERVICES, LLC** and **FIRST AMERICAN TITLE INSURANCE COMPANY** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Buyer is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Buyer has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

«=borrower1_signature_lines»

«=borrower2_signature_lines»