

**STEWART TITLE**  
**GUARANTY COMPANY**

**SELLER'S OR MORTGAGOR'S AFFIDAVIT AND INDEMNITY**  
**(Individual)**

STATE OF \_\_\_\_\_

No. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Premises: \_\_\_\_\_

BE IT KNOWN, That on the day of the date hereof, before me, the subscriber, a Notary Public personally appeared

\_\_\_\_\_  
who, being duly sworn according to law, did depose and say that they are the owners of premises

That the deponent(s) named herein is (are) the same person(s) so named in the Recital set forth in the above numbered title report, and the facts of identity relating to any other person(s) named in the said Recital are true and correct.

That the Grantees in the last deed of record as set forth in said Recital, if shown to be husband and wife, have not been divorced after the acquisition of title on the date set forth therein.

That there have been no alterations, additions or repairs made to said premises.

That no notices have been served by any governmental authority for the removal of or abating nuisances, or for the repairing of walls, driveways, curbs or footway paving, or for the relaying, repaving or repairing of the curb, footway paving, streets, alleys and driveways, on which said premises abut. That no sidewalks have been laid, nor has any curbing, street paving, sewer, water pipe or any other municipal work been done or ordered to be done for which a municipal claim could be filed against the said premises.

That there are no openings in any of the party walls.

That present mortgage/conveyance is bona fide and for a present fair consideration and is not being made for the purposes of hindering, delaying or defrauding the creditors of this deponent or any of them.

That all taxes, water and sewer rents or other municipal charges, which are due and payable with respect to the above premises, have been paid.

That there are no agreements of sale of any nature outstanding, executed by or on behalf of the owner(s) of said premises other than the agreement under the terms of which the conveyance in the present transaction is being made.

That no person has signed or made any mortgages, notes, or obligations of any kind which could affect said premises other than those executed in connection with this present transaction.

That the Grantor(s)/Mortgagor(s) in this transaction are of full legal age and in every respect competent to convey or encumber the title to the premises in question.

Deponent(s) do further aver that they have not received any notice of any interim tax assessments nor bills for same.

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

That deponent(s) is (are) not separated and is (are) not involved in divorce proceedings.

That there are no support arrearages or support judgments entered against deponent(s) in any jurisdiction.

That none of the improvements nor any part thereof situate on the premises was ever a mobile home or trailer which was registered with the Bureau of Motor Vehicles of the Commonwealth of Pennsylvania, or any other state or subdivision of the United States.

That no part of this property is under a contract easement to obtain a favorable assessment of farmland and forestland with any county or municipality or any agency authorized by law to receive such easement.

If the seller is an **estate** -- That all inheritance taxes due the Commonwealth of Pennsylvania and estate taxes due the United States on the Decedent's Estate have been paid and attached hereto is a copy of the Pennsylvania Estate Appraisement and, if applicable, the Internal Revenue Service Estate Tax Closing Letter.

That there are no easements, mortgages, notes, judgments, liens, pending suits, or bankruptcies adversely affecting the owner and the said premises other than those shown on the Title commitment under the above-referenced number except the following:

\_\_\_\_\_  
\_\_\_\_\_

(If none, write NONE on blank line)

That all labor and materials used in the construction of improvements on the above-described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following: \_\_\_\_\_

\_\_\_\_\_  
(If NONE, write "NONE" on the blank line)

That there are no leases, contracts to sell the land, or parties in possession other than Deponent except as follows: \_\_\_\_\_

(If None, write "NONE" on blank line)

To be filled in if a sale -- "The Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or Social Security Number) is:

\_\_\_\_\_  
Seller's address (office address, if Seller is an entity; home address if Seller is an individual) is:

\_\_\_\_\_  
This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

**INDEMNITY:** I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER AND/OR TITLE COMPANIES (INCLUDING STEWART TITLE GUARANTY COMPANY) IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS, CLAIMS, OR RIGHTS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS, CLAIMS, OR RIGHTS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR

HAVE AN INCEPTION OR ATTACHMENT DATE PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND MORTGAGE.

IF THIS REFINANCE OCCURS WITHIN TEN YEARS OF A PREVIOUS INSURANCE OF THE SAME PROPERTY, YOU MAY BE ENTITLED TO A REDUCED RATE.

I/We realize that the Purchaser and Lender and Stewart Title Guaranty Company are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Mortgagor is an entity, I have authority to sign on its behalf.

\_\_\_\_\_  
Owner/Seller signature

\_\_\_\_\_  
Owner/Seller signature

\_\_\_\_\_  
Owner/Seller signature

\_\_\_\_\_  
Owner/Seller signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

**NOTE:** This form is to be filled in and signed by Seller in case of sale. If no sale, it is to be filled in and signed by the Owner-Borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

\*\* If seller is a non-resident alien, foreign corporation, etc., call your manager or underwriting personnel.