

# AFFIDAVIT OF TITLE

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, SS: \_\_\_\_\_

\_\_\_\_\_ says(s) under oath:

**1. Representations.** If only one person signs this affidavit, the words "we", "us" and "our" shall mean "I", "me," and "my". The statements in this affidavit are true to the best of our knowledge, information and belief.

**2. Name, Age and Residence.** We have never changed our names or used any other names. We are citizens/residents of the United States and at least 18 years old. After today, we will live at: \_\_\_\_\_.

**3. Ownership and Possession.** We are the only owners of property located at: \_\_\_\_\_, called "this property". We now mortgage this property to \_\_\_\_\_, called "the Mortgagee". The date of this mortgage is the same as this affidavit. This mortgage is given to secure a loan of \$ \_\_\_\_\_. We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since the date hereof. Since then no one has questioned our ownership or right to possession. We have never owned any property which is next to this property.

**4. Improvements.** No additions, alterations or improvements are now being made or have been made to this property since four months last past. We have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

**5. Liens or Encumbrances.** We have not allowed any interests (legal rights) to be created which affect our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never declared bankrupt. No one has any security interest in any personal property or fixtures included in this sale. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but against others with similar names.

**6. Marital History.** (check where appropriate)

- We are not married/civil union partners.
- We are married/partnered in a civil union to each other. We were married/partnered on \_\_\_\_\_. The maiden name of \_\_\_\_\_ was \_\_\_\_\_.
- This property has never been occupied as the principal matrimonial/civil union residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse/civil union partner must sign deed and affidavit N.J.S.A. 3B:28-2,3.)
- Our complete marital/civil union history is listed above.
- Our complete marital/civil union history is listed below under paragraph 7. This includes all marriages/civil unions not listed above, and any pending matrimonial/civil union actions. We include how each marriage/civil union ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

**7. Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this transaction.

The Grantor(s)/Mortgagor(s) have been advised that recognizances and/or Abstracts of Recognizance of Bail are not being indexed among the records of the County Clerk as of December 31, 1994, and that the Title Company is unable to search the records for these items. Knowing that the Title Company, Buyer, and/or Mortgagee relies on the truthfulness of this Affidavit, the undersigned thereby certifies that there are no recognizances filed against them as either principal or surety or on the property which is asked to be insured by this transaction.

**8. Reliance.** We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyers(s) and their Mortgage lender rely on our truthfulness and the statements made in this affidavit.

Signed and sworn before me on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public