

AFFIDAVIT OF TITLE

State)
) SS.
County)

The undersigned, _____, hereinafter referred to as Seller(s), do/does hereby depose and say as follows:

1. Seller(s) own(s) certain real estate (hereinafter referred to as the Property), which is legally described as follows:

And is commonly known as: _____.

2. Seller(s) is/are over 18 years of age and under no legal disability.

3. This Affidavit is made by Seller(s) in connection with the sale of the Property to _____, hereinafter referred to as Buyer(s) and is given to induce the Buyer(s) to make or complete the purchase of the Property.

4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller(s) have/had no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. Seller(s) also state(s) that he/she/they have not done anything to the property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.

5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller(s), and there are no leases, oral or written, or other arrangements concerning the Property under which any person other than Seller(s) has/have any possessory rights in the Property.

7. To the knowledge of Seller(s), there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property, nor are there any improvements from adjoining properties that encroach on the Property.

8. To the knowledge of Seller(s), the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller(s), there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller(s) or to the knowledge of Seller(s).

11. Neither Seller(s) nor his/her/their agent has received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. To the knowledge of Seller(s), the current use of the property is permitted under the existing zoning laws.

13. There are no matters known to Seller(s) that otherwise affect the current assessed valuation of the property, nor any exemptions (homestead or otherwise) that affect the assessed valuation or the present tax proration made in connection with the sale of the property.

14. There are no unpaid assessments levied by any homeowners', condominium, or similar association with jurisdiction over the property.

15. Seller(s) does/do hereby certify the following: (a) Seller(s) is/are not a nonresident alien for purposes of U.S. income taxation; (b) Seller(s) understand(s) that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller(s) has/have made herein could be punished by fine, imprisonment, or both. Under penalty of perjury, (c) Seller(s) declare(s) that he/she/they has/have examined this Certification and to the best of Seller(s) knowledge and belief it is true, correct, and complete.

16. No Present or prior use of or activity on the Property or any part thereof has resulted in the disposal, generation, transportation, storage, treatment, or placement of any hazardous substances on, in, or at the property, and Seller(s) has/have no knowledge or notice of any pollutant or contaminant to the environment being in, on, or about the Property, with the terms "hazardous substances," "pollutant," and "contaminant" having the same meaning as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986.

Seller(s) further state(s) that the Property does not now contain nor has it contained any facility that is or was subject to reporting under section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. section 11022) and federal regulations promulgated thereunder, nor does the Property hold or contain any underground storage tanks that require notification under Section 9002 of the Solid Waste Disposal Act (42 U.S.C. section 6991a).

To Seller(s) knowledge, no release of petroleum or of a hazardous substance has occurred on the Property and no substantial threat of a release thereof exists at this time. In addition, transfer of the Property by the Seller(s) to the Purchaser(s) is not subject to reporting or disclosure under the Illinois Responsible Property Transfer Act of 1988, 765 ILCS 90/1, *et seq.*

17. In this affidavit the singular shall include the plural and the plural the singular, and the masculine the feminine and the feminine the masculine, and the neuter shall each include the others.

Dated: _____.

Subscribed and sworn to before me
on this _____ day, 20____.

Notary Public

My commission expires: _____