

**SUMMIT TITLE**  
**OWNER/SELLER/CONTRACTOR AFFIDAVIT AND INDEMNIFICATION**

The undersigned, \_\_\_\_\_, hereinafter "Owner", and \_\_\_\_\_, hereinafter "General Contractor", being first duly sworn, depose and say:

[If nothing appears in the space preceding "General Contractor" Owner certifies that any improvements/repairs to the Property made within the last 120 days were made under the direct supervision of Owner without the assistance of a licensed general contractor. Any person, firm or corporation executing this affidavit and indemnification in the capacity of General Contractor hereby certifies that he is a licensed general contractor authorized to do business in the State of North Carolina.]

1. **Ownership:** Owner is the record owner of the "Property" known as \_\_\_\_\_ (insert street address) and described on Exhibit "A" attached hereto.
2. **General Contractor:** If any improvements/repairs have been made by a general contractor within 120 days of the date hereof, Owner and General Contractor certify that the General Contractor named above is the only party with whom Owner has dealt regarding the furnishing of labor, services or materials for improvements/repairs to the Property.
3. **Mechanics' and materialmen's liens:**
  - ( ) No Improvements/Repairs (work or materials) Within Last 120 Days OR Improvements/Repairs Completed Within Last 120 Days And Paid For In Full  
Owner and General Contractor (if any) hereby certify that at no time within 120 days of the date hereof has any work, service, or labor been done, or any fixture, apparatus or material been furnished in connection with, or to, the Property, except such material, fixture, work, apparatus, labor or service as has been paid for in full. Improvements/repairs to the Property, if any, have been completed and accepted by Owner. There is no claim outstanding which would entitle the holder thereof to a claim of lien against the Property, whether of record or otherwise. General Contractor (if any) hereby waives and releases his right to file a mechanics' or materialmen's lien against the Property.
  - ( ) Bills Unpaid For Improvements/Repairs (work or materials) Completed Within Last 120 Days  
Owner and General Contractor (if any) hereby certify that any work, service, or labor which has been done, or any fixture, apparatus or material which has been furnished in connection with, or to, the Property has been paid in full EXCEPT those furnished by persons, firms or corporations whose names appear on the WAIVER OF LIENS or SUBORDINATION OF LIENS section of this affidavit and indemnification. General Contractor (if any) hereby waives and releases his right to file a mechanics' or materialmen's lien against the Property.
  - ( ) Construction Contemplated But Not Commenced  
Owner and General Contractor (if any) hereby certify that no construction has taken place at the time of or prior to recording of the "Deed of Trust" executed (or to be executed) as security for the loan to finance construction of improvements/repairs. Construction as used herein means to build, effect, alter, repair or demolish any improvement upon, connected with, or on or beneath the surface of the Property, or to excavate, clear, grade, fill or landscape the Property; site preparation (including soil tests, site survey, removal of trees or brush); offsite construction (including installation of water, utilities, sewer or other drainage, and grading or paving of streets or private roadways); and, delivery of building materials (including trees and shrubbery) or construction equipment to the Property. General Contractor (if any) hereby agrees that the Deed of Trust shall constitute a first lien for all amounts which have been or may be advanced thereunder and subordinates to the Deed of Trust any lien, claim of lien or other interest whatsoever which General Contractor or anyone claiming through it might have in the Property.
  - ( ) Construction in Progress But Not Complete  
Owner and General Contractor (if any) hereby certify that prior to recording of the "Deed of Trust" executed (or to be executed) as security for the loan to finance construction of improvements/repairs, materials have been furnished and/or labor performed by those persons, firms, or corporations whose names appear on the SUBORDINATION OF LIENS section of this affidavit and indemnification. General Contractor (if any) hereby agrees that the Deed of Trust shall constitute a first lien for all amounts which have been or may be advanced thereunder and subordinates to the Deed of Trust any lien, claim of lien or other interest whatsoever which General Contractor or anyone claiming through it might have in the Property.
4. **Name(s), age and mental capacity - if individual(s):** Owner is a citizen and resident of the United States; is of full legal age and competent to convey or encumber title to the Property; and has not been known by any other name except \_\_\_\_\_.
5. **Marital status - if individual(s):** Owner is ( ) single having never been married, ( ) divorced and not remarried, ( ) widowed and not remarried, or ( ) married. (If married and spouse is required to execute the subject deed/deed of trust, spouse must also join herein.)
6. **Corporate status/authority to do business – if corporation, partnership, limited liability company:** Owner is properly organized/chartered to do business and there are no proceedings pending for disorganization, dissolution, annulment or termination. The undersigned is authorized to execute conveyance documents on behalf of the corporation, partnership, or limited liability company.
7. **Fiduciaries, including but not limited to trustees, guardians, executors, administrators, attorneys-in-fact:** The undersigned is authorized to execute conveyance documents on behalf of the principal.
8. **Encroachments and/or boundary lines:** Owner certifies that he has no knowledge of any boundary line questions or encroachments of existing improvements including walls and/or fences across boundary lines, onto easements or over building setback lines.
9. **Access:** Owner certifies that the Property's access (whether vehicular or pedestrian) to and from a public street has never been disputed or limited in any way.
10. **Leases, contracts and conveyances:** Owner certifies that there are no oral or unrecorded written contracts, leases, easements, deeds, deeds of trust, or agreements relating to or affecting the Property, except those specifically pertaining to this sale or mortgage and of which all parties have been made aware.
11. **Possession or use:** Owner certifies that there are no persons in possession of or using any portion of the Property other than pursuant to a recorded document.
12. **Mortgages and/or deeds of trust:** Owner certifies that no mortgage or deed of trust affecting the Property remains outstanding.

13. **Lis pendens, judgments and tax liens:** No lis pendens, judgment or decree has been entered in any court (state or federal) against Owner which remains unsatisfied. No proceeding in bankruptcy, divorce or dissolution of a marriage is pending by or against Owner in any court. No tax liens (federal, state, county, or city) have been entered against Owner.
14. **Taxes, assessments and association dues:** Owner certifies that there are no unpaid or delinquent real estate taxes or assessments (including deferred taxes) against the Property; nor are there any unpaid or delinquent water, sewer or other utility service charges or homeowners association dues. Also, Owner has not received notice of, nor does Owner know of any recent or future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against the Property.
15. **Mobile/manufactured/modular home:** Owner and General Contractor (if any) certify that no home is located on the Property which was constructed elsewhere and moved onto the Property such as a mobile, manufactured or modular home.
16. **Burial grounds:** Owner certifies that he has no knowledge of any burial grounds located on the Property.
17. **Mineral rights:** Owners certifies he has no knowledge of any rights of others to use the Property for the extraction or development of oil, gas, minerals, water, or any other substance.
18. **Environmental matters:** Owner certifies he has no knowledge of the existence of any underground storage tanks and/or chemical or petroleum products, asbestos, lead paint, sedimentation violations or other environmental matters affecting the Property for which a federal or state lien could be imposed.
19. **Rules, regulations and restrictions:** Owner and General Contractor (if any) certify that the Property and use thereof are in compliance with applicable laws, zoning ordinances, subdivision or building regulations, rules, covenants and restrictions affecting the construction, occupancy, use and/or operation of the Property and Owner and/or General Contractor (if any) has not/have not received any notice to the contrary.
20. ( ) ADDITIONAL INFORMATION PERTAINING TO ANY NUMBERED ITEM(S) ABOVE IS SET FORTH ON ATTACHED EXHIBIT.
21. This Affidavit is made to induce the purchase of and/or a loan secured by the Property described herein and the issuance of a title insurance policy or policies relating to same. The certifications contained herein shall survive the disbursement of funds and closing of this transaction.
22. Owners and General Contractor (if any), jointly and severally, agree to indemnify and hold any purchaser/lender/title insurance company harmless of and from any and all loss, costs, damage and expense of every kind, including attorney's fees, which the purchaser/lender/title insurance company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the respective representations made herein. Owner assumes no liability for certifications made solely by General Contractor (if any) of which Owner has no knowledge; and General Contractor (if any) assumes no liability for warranties made solely by Owner of which General Contractor (if any) has no knowledge.
23. The designation Owner and General Contractor as used herein shall include the singular, plural, masculine, feminine or neuter as required by context.

**WARNING: THE NORTH CAROLINA GENERAL STATUTES MAKE IT A CRIMINAL OFFENSE TO SIGN THIS AFFIDAVIT IF THERE IS ANY SUM DUE OR CLAIMED TO BE DUE FOR LABOR OR MATERIAL.**

**EXECUTION BY OWNER/SELLER**

ENTITY NAME	(SEAL)
By: _____	Printed/Typed Name: _____
Printed/Typed Name: _____	(SEAL)
Title: _____	Printed/Typed Name: _____
STATE OF _____ COUNTY OF _____	(SEAL)
Sworn to and subscribed before me this the _____	Printed/Typed Name: _____
day of _____, 20____.	(SEAL)
_____ Notary Public	Printed/Typed Name: _____
My Commission Expires: _____	
Notary Seal	

**EXECUTION BY GENERAL CONTRACTOR**

ENTITY NAME	(SEAL)
By: _____	Printed/Typed Name: _____
Printed/Typed Name: _____	(SEAL)
Title: _____	Printed/Typed Name: _____
STATE OF _____ COUNTY OF _____	(SEAL)
Sworn to and subscribed before me this the _____	Printed/Typed Name: _____
day of _____, 20____.	(SEAL)
_____ Notary Public	Printed/Typed Name: _____
My Commission Expires: _____	
Notary Seal	