



STATE OF NORTH CAROLINA

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

**OWNERS AFFIDAVIT REGARDING LIENS**

(To be used in connection with vacant land and/or existing structure when no work has been performed in last 120 days)

The undersigned, being first duly sworn, deposes and says that:

**I (we) have owned the property described in the Deed or Deed of Trust to be insured by the underwriting Company, through the Company agent, Summit Title,**

Title to said property has never been disputed or questioned to my (our) knowledge, nor do I (we) know of any facts by reason of which the title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any said property might be asserted adversely.

There are no Deeds of Trust, mortgages or equity line loans on the property, other than those which I (we) have made known to the closing attorney and which are being paid in full and cancelled of record, or which are remaining open of record with the full knowledge and consent of any purchaser or lender of the property to be insured, as well as the knowledge and consent of the underwriting Company.

I (we) know of no action or proceeding relating to said property which is now pending in any State or Federal Court in the United States nor do I (we) know of any State or Federal Judgment or any State or Federal lien of any kind or nature whatever which now constitutes a lien or charge upon the above described property.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last 120 days for which a claim of lien could be filed pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes, as amended, against the above described property.

There are no conditional sales contracts, security agreements, Uniform Commercial Code Financing Statements, retention of title agreements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the said property or the improvements thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof.

This affidavit is given to induce the underwriting Company to issue its title insurance policy, or policies, and I (we) agree to indemnify said Company for any loss or damage (including attorney's fees, expenses, and cost) incurred by said Company as a result of any untrue statement made herein.

\_\_\_\_\_ (seal) \_\_\_\_\_ (seal)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

My commission expires: