

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE  
BALTIMORE, MARYLAND

**OWNERS/SELLERS AFFIDAVIT**

(To be executed by Seller or Owner)

RE: FILE NO./NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

COUNTY: \_\_\_\_\_

**FOR RESIDENTIAL PURPOSES ONLY**

The undersigned, being first duly sworn according to law and intending to be legally bound hereby, depose(s) and say(s) as follows:

- (1) I/We am (are) of full legal age and under no legal disability.
- (2) I/We am (are) the owner(s)/seller(s) of all that certain real property referenced above.
- (3) There is no pending proceeding for divorce, annulment or other matrimonial action in any jurisdiction to which owner(s)/seller(s) is/are a party nor have owner(s)/seller(s) been a party to any such proceeding in any jurisdiction.
- (4) I/We have owned the property now being sold or mortgaged by me/us continuously for \_\_\_\_\_ years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the 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 claims to any of said property might be asserted adversely.
- (5) No party other than the affiant(s) is/are in possession of all or any portion of the property above described under any unrecorded leases, tenancy at will or otherwise.
- (6) The Owner(s)/Seller(s) during the time of ownership of the property above described has/have conveyed no portion of the property nor done any act or allowed any act to be done which has changed or could change the boundaries of the property.
- (7) The Owner(s)/Seller(s) has/have allowed no encroachments on the property above described by any adjoining landowners nor has/have the undersigned encroached upon any property of adjoining landowners.
- (8) The Owner(s)/Seller(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the property above described and has/have no knowledge of such adverse rights.
- (9) All improvements on the property were completed not less than 120 days prior to the date of this affidavit and all charges for any such improvements have been paid in full and affiant has not received notice from any party of a claim for such charges.
- (10) There are no pending repairs or improvements to the street(s) adjacent to the land.
- (11) Any improvements we added to the property were authorized by a building permit.
- (12) Owner(s)/Seller(s) are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.
- (13) The land has actual pedestrian and vehicular access to and from a public street.
- (14) Owner(s)/Seller(s) has/have not received notice of nor have any actual knowledge of any recent or future planned improvements that will or might result in a special assessment against this property.
- (15) No judgment or lien has been entered and/or recorded in any court of this State or of the United States against said Owner(s)/Seller(s) which remains unsatisfied and that no proceedings in bankruptcy have been instituted by or against Owner(s)/Seller(s) in the U.S. Bankruptcy court sitting in any State or territory of the United States within the last seven (7) years.
- (16) There are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, there are no unpaid or delinquent water or sewer or service charges against said premises.
- (17) Owner(s)/Seller(s) has/have no knowledge of any unpaid homeowners, condominium or other related special assessments regarding the property.

**EXCEPT:**

THIS AFFIDAVIT is made for the purpose of inducing The Security Title Guarantee Corporation of Baltimore to issue its policy(ies) of title insurance, well knowing that they will do so only in complete reliance upon the truth and accuracy of the statements contained herein.

The undersigned shall indemnify and hold harmless The Security Title Guarantee Corporation of Baltimore against all loss, cost, charge, liability, or expense whatsoever, including, without limitations, court costs and attorney's fees, which The Security Title Guarantee Corporation of Baltimore may sustain under its policy or policies of title insurance on account of the omission or misstatements of information contained in this affidavit.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_  
A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

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

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**NOTE:** (If Owner/Seller is an entity, it is understood and agreed that the corporate officer, partner or member executing this affidavit does so based upon facts within his or her personal knowledge and belief.)