

AFFIDAVIT OF TITLE

STATE OF _____,
COUNTY OF _____, SS: _____

_____ says(s) under oath:

1. Partners. Each of us is a partner of _____
a partnership. The partnership will be called the "partnership" and sometimes simply "it" or "its". The partnership has offices located at _____
Each of us is fully familiar with the business of the partnership, a citizen of the United States and at least 18 years old.

2. Representations. These statements are true to the best of our knowledge, information and belief.

3. Partnership Authority. The partnership is the only owner of property located at _____

_____ called "this" property. This property is to be {SOLD / MORTGAGED}
by the partnership to _____.

This action, and the making of this affidavit of title, have been duly authorized by the partnership. **The partnership agreement and all amendments are attached hereto.** The partnership is legally authorized to transact business in New Jersey. It is not restrained from doing business nor has any legal action been taken for that purpose it has never changed its name or used any other name.

4. Ownership and Possession. It has owned this property since _____. Since then no one has questioned its right to possession or ownership. The partnership has sole possession of the property. There are no tenants or other occupants of this property. Except for its agreements with the Buyers (if this is a sale) it has not signed any contracts to sell this property. It has not given anyone else any rights concerning the purchase or lease of this property. It has never owned any property which is next to this property.

5. Improvements. No additions, alterations or improvements are now being made or have been made to his property since _____. It has 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. The partnership is 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.

6. Liens or Encumbrances. It has 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. The partnership does not have any pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. It does not owe any disability, unemployment, social security, municipal or alcoholic beverage tax payments. No bankruptcy or insolvency proceedings have been started by or against it, not has it ever been declared bankrupt. No one has any security interest in any personal property or fixtures on this property. 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.

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 Buyer(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