



AFFIDAVIT OF TITLE

STATE OF

COUNTY OF

SS.:

say(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 _____ 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 this property. There are no tenants or other occupants of this property. Except for its agreement 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 in progress or have been made to this 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 it that money is due and owing for construction or repair work on this property.
6. **Liens or Encumbrances.** It has not allowed any interests (legal rights) to be created which affect its 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 it 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, nor 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 the partnership, but against others with similar names.
7. **Exceptions.** The following is a complete list of exceptions to any of the above statements. This includes all liens or mortgages which are not being paid as a result of this transaction.
8. **Reliance.** The partnership makes this affidavit in order to induce the Buyer(s) or the Lender to accept its deed or mortgage. It is aware that the Buyer(s) or the Lender will rely on the statements made in this affidavit and on its truthfulness.

Signed and sworn to before me on

Notary Public