

WATER CHARGE AFFIDAVIT

The undersigned _____ the

owners of property located at _____

do/does hereby guarantee that all water charges attributable to said premises to the date of closing have or will be paid. (Please attach a copy of the most recent bill)

The undersigned further agree(s) to indemnify and hold harmless

_____ (Lender) and
Commonwealth Land Title Insurance Company, (Title Underwriter) from any and all loss due to water charges which become liens against the property by virtue of the owner's ownership thereof.

PRIVATE WATER AFFIDAVIT

The undersigned _____ the

owners of property located at _____

do/does hereby guarantee that the property is serviced by private water and sewer and is not serviced by and public entity which can assess charges which may become a lien on the property.

The affidavit is made to induce _____

_____ (Lender) to accept a mortgage and **Commonwealth Land Title Insurance Company**, (Title Underwriter) to issue a title insurance policy insuring same knowing that they will rely on the statements made herein.

AFFIDAVIT

, being duly sworn, deposes and says:

- 1 That I am the owner of the real estate described as follows.
- 2. That I am a citizen/legal resident of the United States, of legal age, and have not been known by any other name for the past ten years _____ except _____
- 3, That there are no Judgments, Liens, Federal or State Tax Claims filed against me in any court of this state or any other state under either name except:
- 4. No proceeding in bankruptcy has ever been instituted by or against me in any other court or before any officer of any state of the United States, not have I, at any time, made an assignment for benefit of creditors, nor an assignment, now in effect, of the rents of said premises or any part thereof under either name.
- 5. No additions, alterations or improvements are now being made or have been made to this property since _____

_____ . We have always obtained all necessary permits and certificate of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No buildings, additions, extension or alteration on this property has been made within the past _____ years. We are 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 repaid work on this property.

6. We have no knowledge of any facts by reason of which the title to or possession of the real estate might be questioned or disputed, and do not have any knowledge of any rights of possession by any other party under any tenancy, lease, or any other agreement written or oral, nor are there any restrictive covenants, casements, Or agreements of and not of record which affect the property other than the following:

7. That this affidavit is executed to induce Commonwealth Land Title Insurance Company to issue its policy of title insurance covering said premises, knowing that they will rely on the statements herein made are true.

8. The Seller warrants that he/she has not given anyone other than the purchaser/mortgagee any rights concerning the property in question. He / She further warrants that he/she has not allowed my interest to be created which affects his/her ownership of the property (including mortgages, leases, easements, licenses, etc.), other than those set forth in the title commitment. He/She further warrants that the following mortgages have been placed upon the property-, (list recorded mortgage here), and other mortgages, equity lines of credit, revolving loans or second mortgages have been given.

Witness _____

Witness _____

Subscribed and sworn before me

Notary Public

this _____ day of _____