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Instrument prepared in connection

with the issuance of title insurance

or resolution of title insurance

claims or defects by

and Return To:

[WFG Lender Services]

WFG File No:[WFG File No]

Agent File No: [Agent File No]

Property Address: [Property address]

Lender: [Lender Name]

Loan No. [Loan No]

**BORROWER'S AFFIDAVIT**

(for use on Residential Property in States
which don’t require Survey)

**STATE OF [STATE]**

**COUNTY OF [COUNTY]**

BEFORE ME, the undersigned authority, personally appeared [Borrower1] [and Borrower2], "Affiant", who being by me first duly sworn, on oath depose(s) and say(s) based on their personal knowledge:

**IDENTITY OF BORROWER: FRAUD PREVENTION**

1. Affiant is the legal owner of the real property described as follows, to wit:

 [Legal Description]

(the "Property").

1. This Affidavit is given in connection with a loan to be extended by [Lender] in the principal amount of [$Loan Amount], to be secured by a first lien on the Property.
2. Marital Status (check as appropriate)

 [Borrower1] is [ ] a single person [ ] married

 [Borrower2] is [ ] a single person [ ] married

 [Borrower1] [and Borrower2] [ ] are married to one another.

 [ ] are not married to one another.

1. Affiant’s Full Legal Name(s), date(s) of birth, Social Security Number(s) and Driver’s License Number(s) are:

Name Date of Birth

Social Security Number D.L. Number

Name Date of Birth

Social Security Number D.L. Number

1. Affiant(s) is (are) of legal age, under no legal disabilities and has never been known by any name other than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (List other names used or known by)

**NO CHANGES IN STATUS TO TITLE OF PROPERTY
NO NON-RECORD MATTERS. GAP**

1. Affiant has reviewed the [Title Commitment/Preliminary Title Report] dated \_\_\_\_\_\_\_\_\_, and to the best of Affiant’s knowledge and belief, the Property is free and clear of all liens, taxes, and claims of every kind, nature and description whatsoever, except for those disclosed in the [Title Commitment/Preliminary Title Report]. (remove if using affidavit for clearing similar name judgments and liens)
2. There are no existing contracts for sale, agreements for deed, options to purchase or sell, leases, or mortgage commitments, other than those now being closed, affecting the Property.
3. There are no unrecorded deeds, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
4. There are no unpaid debts for any fixtures or improvements located in or attached to the Property, no such items have been purchased on time contracts, installment contracts, leases including any solar power or electric storage equipment; and there are no security interests affecting the property secured by financing statement, security agreement or otherwise, except the following:
5. There are no matters pending against Affiant that could give rise to a lien that could attach to the Property, or cause a loss of title or impair the title to the Property between the date of the [Title Commitment/Preliminary Title Report] and the recording of the interest to be insured, including, without limitation, any unsatisfied judgments.
6. Affiant has not and will not, prior to the recording of the interest to be insured, execute any instrument that would create a lien on or adversely affect the title to the Property or the interest to be insured.
7. There is no civil action for dissolution of marriage, divorce or bankruptcy pending against Affiant in any state or country.

**POSSESSION/SURVEY MATTERS**

**NATURE OF THE PROPERTY**

1. Affiant has sole and undisputed possession of the Property, and there is no other person or entity in possession of, or who has any possessory right in, the Property, including any tenants or subtenants nor has any other person or entity asserted any claim to or ownership of the Property during Affiant’s ownership thereof.
2. There have been and are no disputes or disagreements regarding the boundary lines of the Property; regarding alleged encroachments of buildings, fences, walls, or other improvements from the Property onto adjoining property; or claimed encroachments from any adjoining parcel onto the Property; no claims of any rights of way or easements over/across the Property not shown by the Public Records; no shared driveways, wells or other facilities located on the Property; no roads, paths, wires , or pipes crossing the Property; and no streams, rivers, lakes, ponds or other watercourses located on, crossing or abutting the Property.
3. Affiant has not granted any easement or right of way across the Property; has not permitted any third party to use all or any portion of the Property, and does/do not make use of any shared driveways, wells, or other facilities located on other property. No person has attempted to assert any such right.
4. To the best of Affiant’s knowledge, Affiant owns all oil, gas and minerals in, on or under the Property and there is and has been no exploration for or extraction of any oil, gas or minerals from the Property.

**MECHANICS' AND CONSTRUCTION LIENS**

1. Within the last [State specific period] days, no person or entity has furnished any labor, services or materials in connection with the construction, repair or demolition of any buildings or improvements on the Property or in connection with any site work on the Property, including design, surveying and engineering, and no work remains to be performed under any existing contracts for such improvements, labor, services or materials.
2. There are no pending contracts for making of repairs on, improvements to or new construction on the Property, nor any unpaid bills or claims for labor or services performed or materials furnished or delivered during the last [State specific period].

**TAXES, ASSESSMENTS AND COMMON INTEREST CHARGES:**

1. All common interest association (Condominium, PUD, Homeowners’ Association or Cooperative Apartment) expense charges and assessments, including special assessments, have been paid current and the next installment is not yet due and payable.
2. All special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable.
3. The Property has not been the subject of any special real property tax deferral program or deferred payment program.

**ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT**

Affiant understands and agrees that it has a responsibility to deliver a complete package of fully executed loan and title documents to [Lender] and WFG Lender Services, LLC so as to enable them to record all appropriate security instruments and enable Lender to sell, convey, seek guaranty or market Affiant’s loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority, the Department of Housing and Urban Development, the Department of Veterans Affairs or any municipal bonding authority. Affiant agrees to fully cooperate with [Lender] and WFG Lender Services and to execute, re-execute, conform, correct, complete, initial changes to, add witnesses and/or reacknowledge before a notary any incomplete, erroneous, lost, destroyed or incorrect loan or title documents, when and as requested.

This Affidavit is made for the purpose of clearing any possible question or objection to the title to the above referenced property and inducing [Lender] to make a loan secured by the Property, to induce WFG Lender Services, LLC to close the transaction, and to induce WFG National Title Insurance Company to issue its policy(ies) of title insurance.

Affiant acknowledges that [Lender], WFG Lender Services, LLC, and WFG National Title Insurance Company will rely upon the truth and accuracy of the statements and agreements contained herein and agrees to fully indemnify them and hold them harmless from any damage, loss, cost and expense, including attorneys’ fees (whether suit be brought or not, and at trial and all appellate levels and court costs and other litigation expenses), which result from any inaccuracy or falsity contained herein, failure to comply with the agreements herein or liens or interests subsequently established against said property and created by Affiant prior to the consummation of the transaction.

Under penalties of perjury I declare that I have examined this certification and certify that it is true, correct, and complete.

FURTHER AFFIANT SAYETH NOT:

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_day of [month], [year], by [Borrower1] [and Borrower2], who [] is personally known to me or [] who produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification, and who did take an oath.

[Seal]

NOTARY PUBLIC

My Commission Expires:

INSTRUCTIONS TO CLOSING OFFICE: ALTHOUGH IN RECORDABLE FORM, THIS AFFIDAVIT IS NOT TO BE RECORDED UNLESS A TITLE ISSUE ARISES WHICH MIGHT BE AFFECTED BY RECORDING.

**INSTRUCTIONS TO NOTARY**

As a title agent and insurer, we are providing additional insurance coverages to the lender based on the truthfulness of the statements in this affidavit. We are also waiving certain costly closing requirements – such as surveys and inspections – based on these statements. We incur substantial potential liability if these statements are wrong.

So as part of your service, you are expected to review the statements in this affidavit carefully with the borrowers prior to swearing them in and executing. We want the borrowers to understand exactly what they are swearing to, and to have the opportunity to ask any questions.

If there are any of these representations which the borrowers suggest may not be totally accurate, or they have any questions, please call me during the signing so that we may discuss their concerns and make any necessary corrections or changes.

Thank you.

[CONTACT INFORMATION]

**Separate Affidavits:**

**Not Borrower in Judgments/Liens**

**Survey Unchanged Certification**

**Change in vesting direction**

**Limited POA for corrections**

**Trustee Certification**

**POA Certification**