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 OF**

**NON-IDENTITY & LIENS**

(for use on Residential Property when title search reveals
uncleared potential judgments or liens against persons with similar names)

**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:

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. Affiant is aware of and has reviewed in detail the following judgments, liens and/or other instruments against a person with the same or a similar name as Affiant:
	1. [*insert type of instrument, parties named, court case style (if applicable) and recording information for each*]
	2.
	3.
3. Affiant is not one and the same person as any of the person(s) described in the instruments listed under item 3 above.

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.

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:

NOTE: This Affidavit should be recorded in the Land Records as part of title curative, so that the subsequent examiner does not assert these judgments and liens as a potential claim against the title policy.

**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 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]

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 OF**

**NON-IDENTITY & LIENS**

(for use when title search reveals a great many
uncleared potential judgments or liens against persons with similar names and the
Borrower’s name is within the Common Names standards bulletins)

**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:

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. Affiant has been advised that in [County] [State] there are a great many judgment and other liens of record against persons with the same or a similar name as Affiant
3. Affiant has never been party to a lawsuit in which a judgment or order to pay any child support, alimony or money or creating a lien on his property was entered against Affiant, other than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. To the best of Affiants’ knowledge and belief, there are no outstanding and unpaid judgments or liens against Affiant anywhere in the United States of America.

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.

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:

NOTE: This Affidavit should be recorded in the Land Records as part of title curative, so that the subsequent examiner does not assert these judgments and liens as a potential claim against the title policy.

**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 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]

Instrument prepared in connection

with the issuance of title insurance

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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]

**This Affidavit is to be Indexed under: [Borrower1] [and Borrower2]**

**TITLE PROFESSIONAL’S AFFIDAVIT
OF NON-IDENTITY & LIENS**

**STATE OF [STATE]**

**COUNTY OF [COUNTY]**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_ "Title Professional", who being by me first duly sworn, on oath depose(s) and say(s) based on their personal knowledge:

1. Title Professional is employed to, among other things, review title curative matters for [WFG Entity]
2. [Borrower1] [and Borrower2] (“Borrower”) is/are the legal owner of the real property described as follows, to wit:

 [Legal Description]

(the "Property").

1. Title Professional became aware of the following judgments, liens and/or other instruments against a person with the same or a similar name as Borrower which potentially affected the Property and was able to reasonably conclude that the lien did not attach to the Property:
	1. [*insert type of instrument, parties named, court case style (if applicable) and recording information for each*]

Title Professional concluded that this lien was against a person other than the Borrower based on [the court file included additional personal identifying information showing [defendant’s date of birth as \_\_\_\_\_\_\_\_\_\_\_\_ while Borrower’s date of birth is \_\_\_\_\_\_\_] [Last Four digits of defendant’s Social Security Number \_\_\_\_\_\_\_\_\_\_ while the last four digits of Borrower’s Social Security Number is \_\_\_\_\_\_\_\_\_\_\_] [defendant’s middle name or initial of \_\_\_\_\_\_\_\_\_\_\_\_\_\_] [defendant’s spouse’s name as \_\_\_\_\_\_\_\_\_\_\_\_ in [year of judgment], while Borrower was legally married to \_\_\_\_\_\_\_\_\_\_ at that time] [other basis]

* 1.
	2.

Under penalties of perjury I declare that I have examined this certification and certify that it is true, correct, and complete to the best of my knowledge and belief.

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:

NOTE: This Affidavit should be recorded in the Land Records as part of title curative, so that the subsequent examiner does not assert these judgments and liens as a potential claim against the title policy. Before recording this affidavit, confirm with local recording office as to whether state law requires partial SSN must be excised.

TO: WFG NTS, Title Searchers and Examiners

FROM: Underwriting Department

DATE:

RE: Examination Standards for Common Names

Traditional title searching standards call for a searcher to identify all judgments and other liens potentially affecting a property, and then – one by one – either satisfy ourselves that they are not our property owner so don’t attach (best answer), and then call for payment and release or use an “affidavit of non-identity” to clear them (a distant second since not all borrowers tell the truth about such things).

**Eliminating Judgments and Liens during Examination**

We have a number of tools available to help with our internal clearing process – starting with the personal information sheets we can request from our sellers, and supplemented by some of the credit reporting information. We are moving toward automating parts of the elimination process using credit report information – but that isn’t a total solution.

We routinely rely on middle names and initials to eliminate potentially attaching judgments.

For whatever is left after that the automated review and narrowing through name mismatches, proper elimination of the remaining potential liens is still hard work. It usually requires additional information from the court files and careful reviews to extract other identifying information.

In court files, it is often possible to find information that allows us to cleanly “eliminate” a judgment from the property – a middle name, a spouse’s name, children’s names, a SSN or DL number, a home address, and the like.

Additional information may be available from the lawyers involved in the case, and will sometimes turn up that a judgment has been paid, but not released of record.

When we find a clear basis for eliminating a potential lien, we should carefully document the file as to how we determined a given lien/judgment didn’t apply. The next examiner will also have questions, and if we can’t explain the answer it may turn into a claim or a request for an indemnification letter. While it is not a justifiable expense in every case, where a judgment or lien is particularly large or “nasty” from a title perspective (say a forfeiture order), we should consider recording our own affidavit setting forth the basis for eliminating the judgment.

**Reliance on Non-Identity Affidavits as to Specific Liens**

After eliminating what you can based on your careful review, it’s time to start communicating with your borrower or seller to further narrow the list. WFG will rely on a judgment/lien specific affidavit from a borrower or seller that a given lien “isn’t them” so long as there are no facial indications that it is them. So for example, we wouldn’t rely on their unsupported statement if the review of the court file showed the defendant was served at the borrower’s address, or had the same spouse’s name or same social security number.

We also encourage the person notarizing the affidavit to go over each judgment with the party and gauge the reaction. Most people are not good liars and when pressed will have a “tell.”

**Common Names – Unmanageable Number of Hits.**

For some common names in larger counties, the number of “hits” can be overwhelming. WFG has made the business decision that in those instances we can rely on a sweeping affidavit applicable to all judgments and liens rather than a lien-by-lien review. That should only be done when the following conditions are met:

* The party’s first and last names are both on the Common Name list attached.
* The credit report, if available, does not reveal any liens or judgments being ignored.
* The property index search didn’t reveal any judgments.
* The notary handling the execution did not indicate any concerns with false statements based on reviewing the affidavit with the parties.

To be Considered a “Common Name” the First and the Last Name should **Both** appear on these lists

**Common Last Names**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Smith | Anderson | Clark | Wright | Mitchell |
| Johnson | Thomas | Rodriguez | Lopez | Perez |
| Williams | Jackson | Lewis | Hill | Roberts |
| Jones | White | Lee | Scott | Turner |
| Brown | Harris | Walker | Green | Phillips |
| Davis | Martin | Hall | Adams | Campbell |
| Miller | Thompson | Allen | Baker | Parker |
| Wilson | Garcia | Young | Gonzalez | Evans |
| Moore | Martinez | Hernandez | Nelson | Edwards |
| Taylor | Robinson | King | Carter | Collins |

**Common Men’s First Names**

|  |  |  |
| --- | --- | --- |
| James | Christopher | Ronald |
| John | Daniel | Anthony |
| Robert | Paul | Kevin |
| Michael | Mark | Jason |
| William | Donald | Jeff |
| David | George |   |
| Richard | Kenneth |   |
| Charles | Steven |   |
| Joseph | Edward |   |
| Thomas | Brian |   |

**Common Women’s First Names**

|  |  |  |
| --- | --- | --- |
| Mary | Lisa | Michelle |
| Patricia | Nancy | Laura |
| Linda | Karen | Sarah |
| Barbara | Betty | Kimberly |
| Elizabeth | Helen | Deborah |
| Jennifer | Sandra |   |
| Maria | Donna |  |
| Susan | Carol |  |
| Margaret | Ruth |  |
| Dorothy | Sharon |  |