

## AFFIDAVIT OF TITLE

I, the undersigned, being duly sworn, hereby affirm under penalty of perjury, on this \_\_\_\_\_, that:

1. **Owners.** My legal name is \_\_\_\_\_. My date of birth is \_\_\_\_\_. I am the only owner of this property. My social security number is: \_\_\_\_\_.
2. **Contact Information.** I currently reside at the following address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. My telephone number is \_\_\_\_\_.
3. **Property.** I am the owner of the property located at \_\_\_\_\_, \_\_\_\_\_ (the "Property"). I have obtained all required permits and certificates of occupancy. In addition, I have paid all necessary charges for municipal improvements, including but not limited to sewers, sidewalks, and curbs. There have been improvements to this property during my ownership of the property. The additions and improvements are described below:
4. **Liens or Encumbrances.** My legal rights to the property are effected by:

This is described in detail in the attached Exhibit A. There is an adverse claim against my property, described in detail below:

- \_\_\_\_\_

5. **Bankruptcy:** I have previously declared for bankruptcy on \_\_\_\_\_.
6. **Possession.** I am the only owners of the Property. My ownership or right to possession has never been questioned. I have not signed any contracts to sell this property. There are no tenants or outstanding leases of the property.

		Signature
		_____
		Printed Name

**NOTARY ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
  )      **(Seal)**  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by the undersigned, \_\_\_\_\_, who is personally known to me or satisfactorily proven to me  
to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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## GENERAL INSTRUCTIONS

### What is an Affidavit of Title?

An affidavit of title is a document created by a seller, and designed to protect the buyer of some type of property. The property may be a home, including a townhome or condominium. It could be a cottage or vacation property. It might be a piece of land with no buildings on it. An affidavit of title does not distinguish between these types of property. In the affidavit, the buyer makes several statements under oath.

These statements include:

- Confirmation the seller is, in fact, the owner of the property in question;
- Confirmation the seller is not currently in bankruptcy proceedings;
- The seller is not also selling the property to another person; and
- A detailed list of any and all liens on the property or a representation there are no liens on the property.

### When Do I Need One?

- **If You Wish to Buy Property:** If you are planning to purchase property, an affidavit of title provides proof of several important things, including: **proof of ownership** and **proof of sellability**.

- **If You Wish to Sell Property:** If you are the owner of the property, an affidavit can provide assurances to the purchaser, which were outlined above. These assurances include both that you are who you say you are, and that you are free to sell the property at your discretion.

### The Consequences of Not Using One

Without an affidavit of title, the purchaser is unprotected from several unfortunate scenarios which could impact their legitimate claim on the property. Some consequences of purchasing property without an affidavit include:

- **Contending with Unexpected Legal Issues:** such as judgments against the property; boundary line disputes; or sellers subject to power of attorney due to failing mind.
- **Becoming Responsible for Liens:** such as property subject to HOA liens, mechanic's liens, or federal tax or

other government liens.

- **Becoming a Victim of Fraud:** such as an undisclosed lease of the property to another; undisclosed co-owners of the property; forged deeds; impersonation of the true owner of the land; or property subject to bankruptcy proceedings.

The consequences of not having an affidavit of title are many, and none are favorable to the purchaser. If the purchaser buys the property without knowing, for example, there is an assessment on the property for new sidewalks and curbs, this does not excuse the new home owner from responsibility for paying for the assessment. If the home is the subject of an HOA lien, the HOA may have claim to the property, despite the fact you gave the seller money in exchange for the title to the property.

### The Most Common Situations of Using One

The most common situation for using an affidavit of title is when someone is buying or selling property such as:

- Land
- Land with outbuildings; or
- A home, including: townhomes; condominiums; houses; and cabins or cottages.

While an affidavit of title is a good idea for any sale of property, title companies who offer title insurance require them. Because title companies require them, most mortgage lenders will also require affidavits of title.

### What Should the Affidavit Include?

An affidavit of title first includes some language that declares the signer is swearing or affirming to the facts listed. It then includes the following information:

- Identifies the seller as the owner of the property;
- Lists the previous names the owner may have gone by in the 10 years prior to the signing the affidavit;
- States there are not any liens, including: federal tax liens; state tax liens; municipal liens; mechanics liens; or other judgments.
- In the alternative, identifies and details the liens that exist;
- If there are easements on the property, these should be detailed; and
- Affirms there are no bankruptcy proceedings. charge may also include a jail sentence.

