BUYER'S/BORROWER'S AFFIDAVIT AS TO POSSESSION, DEBTS AND LIENS

The Undersigned ("Affiant", whether one or more) being of lawful age and first duly sworn under oath states and affides the following to be true:

1. Affiant **is (or will be)** the owner of the real property described on Exhibit "A" ("Property").

2. Affiant understands that TERRITORIAL TITLE OF LAS VEGAS, INC. and its underwriter are relying on the statements herein as a material inducement to their issuance of the title policy(ies) relating to this transaction.

3. Affiant states that there are no claims of tenants, squatters or other persons who may claim possession of the property, other than stated below **(if none please insert None)**: Assurance is made to lender & Territorial Title of Las Vegas, Inc. that the subject property may possessed and/or used as intended_____

_____

4. Except as set out in the commitment, there are no loans, mortgages, deeds of trust, judgment liens or any other liens or security documents affecting the Property or any fixtures attached thereto, except as set forth below: **(if none please insert None)**

_____

_____

5. Affiant owes no past-due federal, state or local taxes (including any assessments or liens for sidewalks, paving, water, trash or weed removal); and that there are no tax liens for such against the Property nor has Affiant received any notice that any such liens may be filed against Affiant and/or the Property; and that Affiant is unaware of any federal or state environmental violations; and that the property is not subject to assessments from homeowner's association, acequia associations or any other purpose except as set forth below: **(if none please insert None)**

_____

_____

6. Except as set forth below, there has been no construction of improvements or repairs made to any existing improvements on the property within the last 120 days, and if so made, all expenses and charges for all labor, materials and equipment furnished by any party to the Property have been paid in full and there are no parties who have threatened to file a lien on the Property or who claim that there are sums due them for labor, materials, or equipment furnished to the Property: **(if none please state None)**

_____

_____

7. There are no law suits pending which relate to the Property and the Affiant is not aware of any adverse claims, encroachments, easements, overlaps or boundary conflicts affecting the Property; and that there are no other parties in possession or claiming a right of possession to the Property; and that there are no leases or agreements (written or oral) which would allow any party to be in possession except as set forth below: **(If none, please insert None)**

_____

_____

8. Affiant ***(is) (is not)*** married; and that there is no former spouse of the Affiant which claims an interest in the Property or a right of a lien against the Property, expressed or implied, for the enforcement of any obligation by reason of any divorce.

Affiant(s):

_____
Buyer/Borrower Signature

_____
Buyer/Borrower Signature

State of }
}**ss.**
County of }

VERIFICATION

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____, by _____.
(fill in name of parties signing above)

_____
Notary Public

My commission expires: ___