

# AFFIDAVIT OF TITLE

## *Sale of Property*

STATE OF NEW JERSEY, COUNTY OF SS. \_\_\_\_\_

\_\_\_\_\_ say(s) under oath:

1. Representations. If only one person signs this affidavit, the words “we”, “us” and “our” shall mean “I”, “me,” and “my”. The statements in this affidavit are true to the best of our knowledge, information and belief.
2. Name, Age and Residence. We are citizens of the United States and are at least 18 years old. We have never changed our names or used any other names. We live at

- \_\_\_\_\_
3. Ownership and Possession. We are the only owners of property located at \_\_\_\_\_, State of New Jersey, street \_\_\_\_\_, Municipality of \_\_\_\_\_, County of called “this property”. We now sell this property to called “the Buyer(s)”.

We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since \_\_\_\_\_, 20 \_\_\_\_\_. Since then no one has questioned our ownership or right to possession. We have never owned any property which is next to this property. Except for our agreement with the Buyer(s), we have not signed any contracts to sell this property. We have not given anyone else any rights concerning the purchase or lease of this property.

4. Improvements. No additions, alterations or improvements are now being made or have been made to this property since \_\_\_\_\_, 20 \_\_\_\_\_. We have always obtained all certificates of occupancy and necessary permits. All charges for municipal improvements such as sidewalks, sewers, curbs or similar improvements benefiting this property have been paid in full. No building, extension, addition or alteration on this property has been made or worked on within the past four months. 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 repair work on this property.
5. Liens or Encumbrances. We have not allowed any interests (legal rights) to be created which affect our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt. No one has any security interest in

any personal property or fixtures included in this sale. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but against others with the same or similar names.

6. Marital History. (Please check any that apply)

- We are not married.
- We are married to each other. We were married on \_\_\_\_\_ , \_\_\_\_\_ . The maiden name of was \_\_\_\_\_ .
- This property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign deed and affidavit N.J.S.A. 3B:28-2,3.)
- Our complete marital history is listed above.
- Our complete marital history is listed below under paragraph 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

7. Exceptions and Additions. The following is a complete list of exceptions and additions to the above statements. This includes all mortgages or liens which are not being paid off as a result of this sale.

We have been advised that recognizances and/or abstracts or recognizances of bail are not being indexed among the records of the

County Clerk/Register's office and that the Title Company, Buyer(s) and/or Mortgagee will rely on the truthfulness of this statement. The undersigned hereby certify that there are no recognizances filed against the undersigned as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against us by the Division of Motor Vehicles.

8. Reliance. We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s), their Mortgage Lender and their Title Insurer rely on our truthfulness and the statements made in this affidavit.

Signed and sworn to before me on \_\_\_\_\_ , 20 \_\_\_\_\_. NOTARY PUBLIC

By: \_\_\_\_\_ By:

\_\_\_\_\_

By: \_\_\_\_\_