

## SELLERS AFFIDAVIT



STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS

The undersigned Seller, whether one or more than one, being first duly sworn, jointly and severally if more than one, deposes and makes the following statements for the express purpose of inducing \_\_\_\_\_, Buyer, whether one or more than one, to Purchase the following described property ("the Premises"), and, if applicable, to induce any mortgagee to pay proceeds to Seller and any title insurance company to issue policies of insurance:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

1. All taxes, assessments or other charges now a lien against the Premises are shown on the Treasurer's duplicate, and no improvements (site or area) have been installed by public authority, the costs of which may be assessed against the Premises. Seller has not been notified within the period of two years immediately preceding the date hereof of contemplated improvements (site or area) to the Premises by public authority, the costs of which are to be assessed against the Premises in the future nor has Seller any notice of condemnation or other exercise of the power of eminent domain. Seller represents that all bills for water and sewer charges issued prior to the date hereof for water and sewer services to the Premises have been fully paid.

2. No unpaid-for work or labor has been performed on the Premises and no unpaid-for materials have been furnished or fabricated in furtherance of any improvement to or on the Premises within seventy-five (75) days (or, in the case of a one or two family home or a residential condominium unit, sixty (60) days) immediately preceding the date hereof which might form the basis of a mechanic's lien against the Premises, nor has Seller received a copy of an Affidavit of Mechanic's Lien which has or may be filed against the Premises. Seller acknowledges payment in full of the contract price.

3. Seller has no knowledge of any encumbrances on title to the Premises other than those set forth in the evidence of the title provided to Mortgagee, nor does Seller have any knowledge of off-record or undisclosed legal or equitable interests in the Premises owned or claimed by any other person or entity, except the rights of tenants, if any, which have been fully disclosed to Mortgagee and to any title insurance company issuing title insurance in reliance thereon.

4. To Seller's best knowledge and belief the improvements on the Premises are located within the boundary lines of the Premises, and all utility service lines serving the Premises are located either within the boundary lines of the Premises, within lands dedicated to public use, or within recorded easements for the same.

5. With respect to the improvements located on the Premises, Seller has no knowledge of hidden structural defects or uncomplained with orders or notices of civil authority concerning health, building or fire code violations, and to the extent that Seller has made any structural or non-structural alteration or modifications to the improvements located on the Premises, Seller has, to Seller's knowledge, obtained all necessary building permits and variances for the same.

6. Seller is not now under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United

States. All former spouses of Seller if any, are deceased and/or all prior marriages, if any, have been legally terminated. If Seller is a partnership or corporation, its officials consummating this transaction are properly authorized to do so, and the partnership or corporation, and the undersigned, shall be bound by this affidavit.

7. Seller represents that the subdivision in which the Premises is located does not have a homeowners' association, or if there is an association, assessments against the Premises have been paid in full through the date of closing or are appropriately credited on the closing statement.

8. Neither the Seller nor any member of the Seller's family, who has or in the past has had an interest in the premises, is or has been the recipient of Medicaid.

\_\_\_\_\_  
[print Seller's name]

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

WARNING: In sale transactions involving property in excess of \$300,000 or property that is not to be used as a residence by Buyer, a separate affidavit should be executed in accordance with Internal Revenue Code Sec. 1445 and the Regulations promulgated thereunder (FIRPTA).