

Owner's Affidavit and Indemnification Agreement

The undersigned being first duly sworn on oath deposes and says:

That affiant _____, owner of certain
(joint, sole, former, officer of, authorized representative of, personal representative of)
property located at _____ County, Wisconsin, described in Title Commitment No. _____.

That there have been no improvements constructed or repairs of existing improvements on said property within the last six months, (or)

1. That all improvements upon said property, including the construction or repair thereof made within the last six months have been made under owner's supervision, no contractor having been employed.
2. That all improvements upon said property, including the construction or repair thereof made within the last six months have been under the supervision of _____ as contractor employed by owner(s) to make said improvements and that same were accepted as fully completed.

NOTE: FILL IN ONLY APPLICABLE PARAGRAPHS ABOVE AND STRIKE OUT OTHERS.

3. That all bills or obligations incurred in connection with said improvements including the construction or repair thereof, have been paid in full, and that there are no claims for labor, services, or materials furnished in connection with said improvements which remain unpaid, except: _____.

NOTE: SET OUT NAMES AND INTEREST CLAIMED; IF NONE, WORD "NONE" MUST BE ADDED

4. That there is no person in actual possession or having a right to possession of said property or any part thereof other than the owner(s), except: _____.
5. That there are no easements, encroachments, walkways or driveways affecting said property except those specifically referred to in the commitment and that no claims of easements, encroachments, walkways or driveways other than those specifically referred to in the commitment have been made against said property during the period said property was owned by the current owner(s).
6. That no bankruptcy (Chapters 7, 11, or 13) or guardianship currently exists on the owner(s) or the spouse(s) of the owner(s) except as cited in the commitment, and that the owner(s) do(es) not intend to file for bankruptcy or a guardianship.
7. That no construction lien, or any state or federal tax lien, remains unsatisfied against the owner(s) or spouse(s) of the owner(s) except as cited in the commitment.
8. That the owner(s) has (have) not been named defendant in any action in which a judgment was rendered against the owner's spouse(s) except as cited in the commitment and that there are no unsatisfied judgments against the owner(s) except as cited in the commitment.
9. That no mortgage, security interest, or financing statement is filed on said property except as cited in the commitment.
10. That the owner(s) has (have) not received notice of any pending cause of action, or made any conveyance of the said property since the effective date of the commitment.
11. If a sale: The Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. Employer Identification Number (or Social Security Number) is: N/A. Seller's address (office address if Seller is an entity; home address if Seller is an individual) is: _____.

That this affidavit is made for the purpose of inducing Stewart Title Guaranty Company to insure the title to said property without exception to possible claims of mechanics, materialmen and laborers and to rights of any person or entity which might have a claim adverse to the rights of said owner(s) and that the undersigned on the undersigned's own behalf and on behalf of any person or entity represented by the undersigned hereby expressly agrees to indemnify and save harmless Stewart Title Guaranty Company and agent from any and all loss and attorney's fees arising from claims from the inaccuracy of the above.

Agreement

Each undersigned, being the buyer(s) and/or seller(s) of the property covered by Title Commitment issued by Access Title Co., Inc. ("Company"), as agent for the underwriter shown on the Title Commitment, being first duly sworn, deposes, states, and warrants, that:

1. Compliance Agreement: The Company has prepared certain closing documents in reliance upon information and materials obtained by the Company and/or supplied to the Company by others. I understand and agree that (a) the Documents may contain errors, (b) the Company shall not be responsible or liable for the accuracy or completeness of the information contained in the Documents, (c) the Documents are accepted as true and correct by me, and (d) if any of the Documents are misplaced, misstated or inaccurately reflect the terms and conditions of the transaction contemplated by the parties to the subject transaction, **I agree to promptly comply with the Company's request to correct any such errors**, including the execution of replacement or corrected closing documents and/or the deposit of additional funds with the Company which, for whatever reason, were not collected at closing, or the return of funds to the Company which were disbursed in error to a party at closing.
2. Legal Advice: I acknowledge that (a) the Company has not provided legal advice to me, and (b) I have had an opportunity to seek appropriate legal counsel to assist with the review of the Documents.

Signature

Signature

Signature

Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public:
Commission Expires: