



**ASSOCIATED CAPITAL TITLE**  
STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. \_\_\_\_\_ Loan No. \_\_\_\_\_ Date \_\_\_\_\_

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months, (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:  
\_\_\_\_\_
2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:  
\_\_\_\_\_
3. That all management fees, if any, are fully paid, except the following:  
\_\_\_\_\_
4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:  
\_\_\_\_\_
5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:  
\_\_\_\_\_
6. That there are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:  
\_\_\_\_\_
7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
8. That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. [DELETE IF NOT APPLICABLE.]

The undersigned makes the above statement for the purpose of inducing Chicago Title, through its agent Associated Capital Title, to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

\_\_\_\_\_  
\_\_\_\_\_

Print Name

\_\_\_\_\_  
\_\_\_\_\_

Print Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

**LENDER'S DISBURSEMENT STATEMENT**

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

\_\_\_\_\_  
Dated  
F. 3738 ALTA 10/04 DGG

\_\_\_\_\_  
Signature