



Devonshire Corporate Tower
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DATE: _____ TITLE COMMITMENT NO.: _____

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
COUNTY OF _____)

Seller and Purchaser on oath covenant and warrant with Associated Capital Title, agent of Chicago Title Insurance Company, as follows:

1. This Affidavit is given to induce Associated Capital Title, agent of Chicago Title Insurance Company, to issue owners and lenders title insurance policies pursuant to the captioned title commitment and pursuant to closing instructions; it is further given to induce Associated Capital Title to fully deliver and record documents and to fully disburse funds on deposit as of the date above; it is further given by Seller(s) to induce Buyer(s) to consummate the transaction. The Affidavit shall be considered to be part of the consideration for performance.
2. No contract for labor or material has been entered into by either party as of this date which is not fully paid and completed, and no labor or material has been furnished for the premises within the last six months, other than shown herein.
3. Since the effective date of the Title Commitment Affiants have not entered into any contracts or leases with regard to the premises, nor done nor suffered to be done anything that could in any way affect the title to the premise; all income, business, real estate and personal tax liabilities are current; no legal proceedings are threatened or pending involving the Buyer(s) and Seller(s), nor has any judgment or decree been rendered against any of them, nor is there any other instrument, document or matter that could result in a judgment, decree or lien within five days from the date hereof.
4. There are no parties in possession of the premises other

than Buyer(s), Seller(s) or _____, a bona fide tenant, whose rent is promptly paid to date, who is renting for a period from _____, 200_____ to _____, 200_____, and not for any longer term, and who has no other interest whatsoever in the premises by way of option or otherwise.

5. All water tax, drainage assessments and other utility and service bills in connection with the premises are fully paid, except current bills which have been adjusted between Buyer(s) and Seller(s), or which are being paid at closing, or which are personal to Seller and will be paid outside closing upon a final billing.

6. The premises referred to herein are those described in the Commitment.

7. That there are no boundary or fence line disputes, private driveways or other disputes or agreements with owners of adjoining land other than those, if any, disclosed on the commitment.

8. That there are no chattel mortgages, UCC Financing Statements or other security interests held by any party on any crops growing on the land or in any farm equipment being sold with the land.

9. Affiant(s) further states:

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

Notary Public