AFFIDAVIT OF TITLE

Sale of Property by a Partnership

STATE OF NEW JERSEY : Case No.

COUNTY OF : SS:

, a partner of

says under oath:

1. ***Partners:*** Each of us is a partner of , a partnership. The partnership will be called the "partnership" and sometimes simply "it" or "its". The partnership has offices located at.

   Each of us is fully familiar with the business of the partnership, at least 18 years old and a citizen of the United States.

2. ***Representations.*** These statements are true to the best of our knowledge, information and belief.

3. ***Partnership Authority.*** The partnership is the only owner of property located at , called "this property".

   This property is to be sold by the Partnership to .

   This action, and the making of this affidavit of title, have been duly authorized by the partnership. *The partnership agreement and all amendments are attached hereto.* The partnership is legally authorized to transact business in New Jersey. It is not restrained from doing business nor has any legal action been taken for that purpose. It has never changed its name or used any other name.

4. ***Ownership and Possession.*** The partnership has owned this property since . Since then no one has questioned its right to ownership or possession. The partnership has sole possession of the property. There are no tenants or other occupants of this property. Except for its agreements with the Buyer(s), it has not signed any contracts to sell this property. It has not given anyone else any rights concerning the purchase or lease of this property. It has never owned any property which is next to this property.

5. ***Improvements.*** No additions, alterations or improvements are now being made or have been made to this property since . The Partnership has always obtained all necessary certificates of occupancy and permits. All charges for municipal improvements such as curbs, sidewalks, sewers or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. The Partnership is 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.

6. ***Liens or Encumbrances.*** The Partnership has not allowed any interests (legal rights) to be created which affect its 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 the Partnership or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against The Partnership. It has 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 the Partnership, but against others with the same or similar names.

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

The Sellers 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 certifies that there are no recognizances filed against the Partnership as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against the Partnership by the Division of Motor Vehicles.

8. ***Reliance.*** The Partnership makes this affidavit in order to induce the Buyer(s) to accept its deed. It is aware that the Buyer(s), their Mortgage Lender and their Title Insurer rely on its truthfulness and the statements made in this affidavit.

Signed and sworn to before me on

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NOTARY PUBLIC

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