

AFFIDAVIT OF TITLE

I, the undersigned, being duly sworn, hereby affirm under penalty of perjury, on this 05 day of January, 2018, that:

1. **Owners.** My legal name is Seth Martin. My date of birth is November 01, 1986. I am the only owner of this property. My social security number is: _____.
2. **Contact Information.** I currently reside at the following address: 8211 Lexington Drive, North Bethesda, MD 32913. My telephone number is (555) 555-5555.
3. **Property.** I am the owner of the property located at 2731 Democracy Boulevard, Rockville, MD 24111 (the "Property"). I have obtained all required permits and certificates of occupancy. In addition, I have paid all necessary charges for municipal improvements, including but not limited to sewers, sidewalks, and curbs. There have been no additions or substantial improvements made to the property.
4. **Liens or Encumbrances.** I have not allowed for any legal rights to be created which affect my ownership of the Property. There are no pending lawsuits, judgments, legal obligations, or liens, including tax warrants or tax liens, against the property. No adverse claim has been made to any part of my property.
5. **Bankruptcy:** I have never declared for bankruptcy.
6. **Possession.** I are the only owners of the Property. My ownership or right to possession has never been questioned. I have not signed any contracts to sell this property. There is currently a tenant at the property with a lease that expires on January 31, 2018.

Signature

Seth Martin

Printed Name

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GENERAL INSTRUCTIONS

What is an Affidavit of Title?

An affidavit of title is a document created by a seller, and designed to protect the buyer of some type of property. The property may be a home, including a townhome or condominium. It could be a cottage or vacation property. It might be a piece of land with no buildings on it. An affidavit of title does not distinguish between these types of property. In the affidavit, the buyer makes several statements under oath.

These statements include:

- Confirmation the seller is, in fact, the owner of the property in question;
- Confirmation the seller is not currently in bankruptcy proceedings;
- The seller is not also selling the property to another person; and
- A detailed list of any and all liens on the property or a representation there are no liens on the property.

When Do I Need One?

- **If You Wish to Buy Property:** If you are planning to purchase property, an affidavit of title provides proof of several important things, including: **proof of ownership** and **proof of sellability**.
- **If You Wish to Sell Property:** If you are the owner of the property, an affidavit can provide assurances to the purchaser, which were outlined above. These assurances include both that you are who you say you are, and that you are free to sell the property at your discretion.

The Consequences of Not Using One

Without an affidavit of title, the purchaser is unprotected from several unfortunate scenarios which could impact their legitimate claim on the property. Some consequences of purchasing property without an affidavit include:

- **Contending with Unexpected Legal Issues:** such as judgments against the property; boundary line disputes; or sellers subject to power of attorney due to failing mind.
- **Becoming Responsible for Liens:** such as property subject to HOA liens, mechanic's liens, or federal tax or

other government liens.

- **Becoming a Victim of Fraud:** such as an undisclosed lease of the property to another; undisclosed co-owners of the property; forged deeds; impersonation of the true owner of the land; or property subject to bankruptcy proceedings.

The consequences of not having an affidavit of title are many, and none are favorable to the purchaser. If the purchaser buys the property without knowing, for example, there is an assessment on the property for new sidewalks and curbs, this does not excuse the new home owner from responsibility for paying for the assessment. If the home is the subject of an HOA lien, the HOA may have claim to the property, despite the fact you gave the seller money in exchange for the title to the property.

The Most Common Situations of Using One

The most common situation for using an affidavit of title is when someone is buying or selling property such as:

- Land
- Land with outbuildings; or
- A home, including: townhomes; condominiums; houses; and cabins or cottages.

While an affidavit of title is a good idea for any sale of property, title companies who offer title insurance require them. Because title companies require them, most mortgage lenders will also require affidavits of title.

What Should the Affidavit Include?

An affidavit of title first includes some language that declares the signer is swearing or affirming to the facts listed. It then includes the following information:

- Identifies the seller as the owner of the property;
- Lists the previous names the owner may have gone by in the 10 years prior to the signing the affidavit;
- States there are not any liens, including: federal tax liens; state tax liens; municipal liens; mechanics liens; or other judgments.
- In the alternative, identifies and details the liens that exist;
- If there are easements on the property, these should be detailed; and
- Affirms there are no bankruptcy proceedings. charge may also include a jail sentence.