

Owner's Affidavit and Indemnification Agreement

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

The affiant is _____

Sole owner of certain property located at _____ in _____ County, Wisconsin described in Commitment Number: _____

- 1. That there have been no improvements constructed or repairs of existing improvements on said property within the last six months, (or)
- 2. 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.
- 3. That all improvements upon said property, including the construction or repair thereof made within the last six months have been made 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.

- 4. 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

- 5. 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: _____
- 6. 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).
- 7. 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.
- 8. 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.
- 9. 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.
- 10. That no mortgage, security interest, or financing statement is filed on said property except as cited in the commitment.
- 11. 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.
- 12. 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: _____. 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, material men 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.

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

Notary Public, _____

State of Wisconsin
County of
My Commission Expires: