

CLOSING AFFIDAVIT ADDENDUM



To be used in conjunction with the Residential Real Estate Purchase Agreement approved by Northwest Ohio REALTORS® and the Toledo Bar Association.

This Addendum is made part of the Residential Real Estate Purchase Agreement dated _____, 20____, between _____, as Seller and _____ as Purchaser for the property located at _____ (“Agreement”). In the event of any conflict or ambiguity in the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Any terms not defined herein shall have the same meaning as set forth in the Agreement.

As further consideration for the parties’ mutual promises and covenants contained in the Agreement, Seller agrees to execute and deliver at Closing a sworn Closing Affidavit which contains the following language:

The undersigned Seller (whether singular or plural), being first duly sworn, according to law, deposes and says that Seller is the owner of the following described property, hereinafter the Property, to-wit:

Seller further states and represents for the purpose of selling the Property, as follows:

1. **MECHANIC’S LIENS.** No materials have been delivered to the Property, nor has any work or labor been performed on the Property during the last sixty (60) days which has not been fully paid for, and no person or corporation presently has any lien, or right of lien, against the Property for labor or materials; and the Seller promises during the period of continued possession by Seller of the Property, that Seller will not order or permit any work, labor, or materials to be furnished to the Property without immediately paying for the same.
2. **ENCUMBRANCES.** There are no mortgages, judgment liens, tax liens, mineral rights, easements, security interests arising under the Uniform Commercial Code or other encumbrances of any nature whatsoever affecting the Property, except as set forth in the title document furnished in connection with the sale of the Property.
3. **TAXES.** Seller is not indebted to any governmental authority for taxes, assessments or other charges of any nature whatsoever (due or delinquent), which could be a lien against the Property, except as set forth in the aforesaid title document.
4. **UTILITY BILLS.** Seller is not delinquent in the payment of any utility bills for the Property and shall pay for all utilities to the date of transfer of possession.
5. **ENCROACHMENTS.** To the best of Seller’s knowledge, there are no encroachments or boundary line disputes affecting the Property, except as previously disclosed in writing to Purchaser.
6. **REPRESENTATIONS IN PURCHASE AGREEMENT.** Seller reaffirms as of this date, all representations and warranties contained in the Agreement and all addenda, amendments, and exhibits thereto.

Seller further makes this Affidavit supplemental to the Deed for the Property delivered to Purchaser and specifically as an inducement to Purchaser to pay to Seller the balance of the Purchase Price for the Property. Seller agrees that the representations herein shall survive Closing and not be merged with the Deed.

Purchaser	Date	Seller	Date
-----------	------	--------	------

Purchaser	Date	Seller	Date
-----------	------	--------	------