

**Chicago Title Insurance Company**  
**OWNER'S AFFIDAVIT — DISTRICT OF COLUMBIA**

File Number: 02-7172DH

Property Address: 1234 Q Street, N.W., Unit 123, Washington, DC 20009

The undersigned being duly sworn, deposes and say that he/she/they is/are the sole owner(s) of the above-referenced property. The undersigned have knowledge of the facts sworn to in this Affidavit and have the power and authority to execute this Affidavit. I/We am/are a citizen(s) of the United States and have not been known by any other names than set out herein:

**BANKRUPTCY:** No proceedings in bankruptcy have ever been instituted against the undersigned, nor has protection under applicable bankruptcy laws been applied for by the undersigned or any party in interest in the property.

**JUDGMENTS/LIENS:** I/We know of no action or proceeding relating to the said property which is now pending in any state or federal court in the United States nor do I/We know of any state or federal judgment or any federal lien of any kind or nature whatsoever, child support lien or spousal support lien, which now constitutes a lien or charge upon the above described real property.

**FIRPTA:** The undersigned is/are not subject to withholding under the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), and the undersigned's taxpayer identification number(s) is/are **345-67-8901**.

**MECHANICS LIENS:** That no time within 120 days of the date hereof has any work, services, or labor been done, or any fixtures, apparatus or materials been furnished, in connection with or to, the said premises, except such material fixtures, work, apparatus, labor or services as have been fully and completely paid for; that there is no claim or indebtedness to anyone for any labor, fixtures, apparatus, material services or work done to, upon, or in connection with, the said premises; that there is no claim or indebtedness; that there is no mechanics' lien claim against said premises whether of record or otherwise;

**DOCUMENTS CONVEYING INTEREST TO THIRD PARTY:** There are no agreements or contracts for conveyance, chattel mortgages, financing statements, conditional sales contracts, land installment contracts, security agreements, private mortgages, wrap around mortgages, retention of title agreements or personal property agreements affecting the realty other than that in connection with which this Affidavit is given.

**BUILDING CODE VIOLATIONS/SURVEY MATTERS:** I/We know of no building code violations or condemnation violations on this property. There is no pending litigation or dispute regarding the lines and corners of the premises.

**POSSESS:** That there are no parties in possession other than the undersigned and that our possession has been peaceable and undisturbed, and that no title to the premises has never been disputed or questioned. Or if there are parties in possession, that all tenants or parties who have leasehold or tenancy rights to occupy any portion of the premises are those listed on "Exhibit B" attached hereto and none of such parties has any right to the premises other than its rights as tenant, nor any optional right of first refusal to purchase the premises.

**TAXES/WATER/SEWER:** That there are no unpaid or delinquent water/sewer bills for said property; nor are there any delinquent real estate taxes or assessments against said property; that the undersigned has/have not received notice or know of any recent or future planned improvements (such as street paving, sidewalks, etc.) that will or might result in a special assessment against this property.

This Affidavit is given to induce Chicago Title Insurance Company (CTICO) to issue it policy(ies) of the title insurance with full knowledge that the Company will rely upon the accuracy of the same. The undersigned hereby appoint a representative of AVENUE SETTLEMENT CORPORATION and/or AVENUE COMMERCIAL TITLE COMPANY as his/her/their/its attorney-in-fact to correct clerical errors on all documents necessary to effectuate the closing, and to sign and re-sign the HUD-1, FP-7C, deed and all other such documents, for a period of SIX (6) months post closing.

WITNESS my/our hand(s) this \_\_\_\_ day of December, 2002.

\_\_\_\_\_  
**Jane D. Doe** {SEAL}

Signed and delivered in my presence this \_\_\_\_ day of December, 2002.

Notary Public