

This instrument prepared by:
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Willmott, Connor and Clow, P.A.
1800 Sand Beach Road
North Palm Beach, Florida 33408
Tel: 561-624-4060

TITLE AFFIDAVIT

File No. **09-1022**

BEFORE ME, the undersigned authority, personally appeared **Thomas D. Moulton, a single man, and Joanna S. Harrison, a single woman**, Sellers (hereinafter called "Sellers" or "Affiants") and **Howard A. Franklin and Mary B. Franklin, husband and wife**, Buyers (hereinafter called the "Buyers", "Borrowers" or "Affiants"), who upon first being duly sworn by me, deposed and stated as follows:

1. That the Sellers are the true owners of the following described property:

Lot 167, Block 25, of MONTGOMERY ACRES, according to the Plat thereof, as recorded in Plat Book 24, Page 78, of the Public Records of PALM BEACH County, Florida.

2. That Sellers/Affiants have been in full, continuous, open, exclusive, peaceable and undisputed possession of said property since the time of investing of title to said property in Affiants, that there are no parties who may have any interest or right to claim an interest in said property other than Affiants, and that there are no facts known to Affiants which could give rise to a claim being asserted against said property, except: **NONE**
3. That except in connection with the sale and purchase of the real property described above and the subject of this Affidavit, Affiants have not entered into any Agreement, Contract, Commitment or Option which otherwise affects said property, except: **NONE**
4. That there are no taxes, liens or assessments which are due or about to become due or which have attached or could attach to said property except as shown on the Settlement Statement.
5. That Affiants are of legal age, under no legal disabilities and have never been known by any other name than as shown above.
6. That the marital status of Affiants are exactly as shown on the documents to be recorded in connection with this transaction (especially the Deeds and the Mortgages).
7. That there are no actions or proceedings now pending in State or Federal Court to which the Affiants are a party including, but not limited to, proceedings in Bankruptcy, Receivership or Insolvency, except: **NONE**
8. That there are no judgments, mortgages, encumbrances or liens of any nature affecting said property, except: **NONE**
9. That there have been no improvements, repairs, additions or alterations performed upon said property within the past 90 days. That Affiants have not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations to said property. (Excluding current repairs which sellers are paying for).
10. That Affiants know of no unpaid utilities with respect to the aforesaid property, and hereby agree to hold **Willmott, Connor and Clow, P.A.** harmless for same and indemnify **Willmott, Connor and Clow, P.A.** in the event any such utilities may be outstanding, to the extent the same prove to be the responsibility of either Affiants.
11. To the extent the closing agent/title agent chooses to use an interest bearing account in connection with the collection and/or disbursement of proceeds in connection with the purchase/sale or refinance of the property described. Affiants waive any claim to said interest, absent a specific written agreement with the closing agent/title agent to the contrary.
12. The undersigned parties acknowledge that the closing Agent and/or Lender have prepared documentation for the above closing based on figures and information given to said Closing Agent and/or Lender and said documentation could contain clerical errors, omissions or mistakes.
13. In the event that any such error, omission or mistake requires the payment of monies, the undersigned parties hereby agree to pay the amount due within three days of receiving notice thereof, and the undersigned agree to indemnify and hold the Closing Agent and/or Lender harmless from all liability in acting as the escrow agent hereunder. In the event Closing Agent and/or Lender is required to hire an attorney to enforce the provisions of this Agreement, the undersigned agree to pay all costs of collection, including reasonable attorneys fees, costs, whether or not suit is brought.

14. The undersigned parties for and in consideration of the above referenced Lender this date funding the closing of said loan, agrees, if requested by Lender or Closing Agent for Lender to fully cooperate and adjust for any clerical errors, omissions, mistakes or corrections required on any or all closing documentation if deemed necessary or desirable in the reasonable discretion of Lender or Lender's attorneys, title insurers or closing agent to enable Lender to sell, convey, guaranty or market said loan to any entity, including but not limited to the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or any other investor. The undersigned borrowers do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan.
15. Affiants hereby agree to reproporate real estate taxes for the current year, upon receipt of the actual bill therefore (if applicable). The parties acknowledge that **Willmott, Connor and Clow, P.A.** prorated the taxes on the Settlement Statement (if applicable) based on last year's tax bill, and **Willmott, Connor and Clow, P.A.** is held harmless for any change in proration upon receipt of the actual bill for this year's taxes.
16. That Affiants have executed no document and will execute no document which could rise to a lien, encumbrance, or otherwise attach in any manner to the property or affect the title to said property between the date of the title commitment issued in connection with this transaction and the ultimate recording of the documents (Deeds and Mortgages) which are contemplated by this transaction.
17. There are no mortgages encumbering the property, recorded or unrecorded, other than those shown on the Settlement Statement.
18. If the subject property is any part of a Condominium Association or Homeowner's Association, Affiants represent that all regular and special assessments therefore are current, without any delinquencies, except as shown on the Settlement Statement.

FURTHER AFFIANTS SAYETH NOT

BUYERS

SELLERS

Howard A. Franklin

Thomas D. Moulton

Mary B. Franklin

Joanna S. Harrison

SELLER NOTARY

**STATE OF CALIFORNIA
COUNTY OF MARIN**

The foregoing instrument was acknowledged before me this ____ day of _____, 2____ by Thomas D. Moulton and Joanna S. Harrison who are personally known to me or have produced _____ as identification and did did not take an oath

Notary Public

Printed Notary Name

SEAL

My Commission Expires:

BUYER NOTARY

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 28th day of February, 2009, by Howard A. Franklin and Mary B. Franklin who are personally known to me or have produced _____ as identification and did did not take an oath.

Notary Public

Printed Notary Name

SEAL

My Commission Expires: