

SELLER'S AFFIDAVIT OF TITLE

Limited Liability Company

STATE OF NEW JERSEY,
COUNTY OF _____,

SS: _____

_____, says(s) under oath:

- 1. Representations.** The statements in this affidavit are true to the best of our knowledge, information and belief.
- 2. Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at _____.
- 3. Powers and Privileges.** The LLC is the only owner of property located at _____ called "this property".
The LLC now sells this property to _____ called "the Buyers".

This action, and making of this Affidavit of Title, have been duly authorized by a proper resolution of the Limited Liability Company. A copy of this resolution of the Limited Liability Company, is attached and made a part of this Affidavit. The Limited Liability Company is legally authorized to transact business in the State of New Jersey. It has paid all state taxes presently due. Its charter, franchise and powers have never been suspended or revoked. It is not restrained from doing business nor has any legal action been taken for that purpose. It has never changed its name or used any other name.

4. Approval by Manager(s) Member(s). (Check one only)

Manager and/or Member approval is not required if so stated in the Operating Agreement

This is a sale of all or substantially all of the assets of the Limited Liability Company. The sale is not made in the regular course of the business of the Limited Liability Company. A copy of the authorization and approval of the manager(s) and/or Member (s) is attached.

5. Ownership and Possession. It has owned this property since _____. Since then no one has questioned its ownership or right to possession. The Limited Liability Company has sole possession of the property. Except for its agreement with the Buyers, it has not signed any contracts to sell this property. It have not given anyone else any rights concerning the purchase or least of this property.

6. Improvements. No additions, alterations or improvements are now being made or have been made to this property since three months last past. It has always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past three months. It is not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified it that money is due and owing for construction, alteration or repair work on this property.

7. Liens or Encumbrances. It has not allowed any interests (legal rights) to be created which affect our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations, which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against it. It have never declared bankrupt. No one has any security interest in any personal property or fixtures included in this sale. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against it, but against others with similar names.

8. Exceptions and Additions. The following is a list of exceptions to any of the above statements. This includes all liens or mortgages which are not being paid as a result of this transaction.

9. Reliance. The LLC makes this affidavit in order to induce the Buyer(s) to accept its deed. It is aware that the Buyers(s) and their Mortgage lender rely on the truthfulness and the statements made in this affidavit.

Signed and sworn to before me on
(Date)

Notary Public