

S i m p s o n L a w



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COVENANTS, CONDITIONS AND RESTRICTIONS AFFIDAVIT – NO VIOLATION

(For Purposes Of Issuing The T-19.1 Endorsement)

Date:
GF No.:
Title Company:
Seller/Owner:
Affiant:
Property:

Covenants, Conditions And Restrictions (CCRs):

The undersigned Affiant on oath affirms that the following statements are true:

- ☐ Individual. I am the Seller/Owner of the Property. I am over the age of 18 years, and I am fully competent to execute this affidavit.
- ☐ Entity. I am the (Title) of Seller/Owner, a (Type of Entity). I am over the age of 18 years and I am fully competent to execute this affidavit. I am executing this affidavit as an individual and in my representative capacity on behalf of Seller/Owner.
1. I am familiar with the above described CCRs as well as being familiar with the Property
 2. There are no present violations of the CCRs affecting the Property, nor has anyone contacted Seller/Owner concerning or alleging any violation of such CCRs.
 3. These representations are made to induce the issuance of policies of insurance on the Property and Affiant/Seller/Owner is aware that all parties are relying upon the truth of these statements. In consideration thereof, Affiant/Seller/Owner hereby agrees to indemnify Title Company and its underwriter from any claims, costs, damages, causes of action, expenses, and attorneys' fees in any way arising from the inaccuracy of the above representations.
 4. For the purposes of this affidavit, where the context requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and (iii) the use of any gender shall include all genders.

AFFIANT/SELLER/OWNER:

STATE OF §

COUNTY OF §

SWORN TO AND SUBSCRIBED before me on this day of , 20 , by , to certify which witness my hand and seal of office.

My Commission Expires:

Notary Public, State of

Notary Name Printed:

DEBTS, LIENS AND POSSESSION AFFIDAVIT

Date:

File No.:

Title Company (including address):

Underwriter (including address):

Owner/Borrower:

Affiant:

Property:

Affiant on oath swears that the following statements are true:

☐ Individual. I am the Owner/Borrower of the Property. I am over the age of 18 years and I am fully competent to execute this affidavit.

☐ Entity. I am the (title) of Owner/Borrower, a (type of entity). I am over the age of 18 years and I am fully competent to execute this affidavit. I am executing this affidavit as an individual and in my representative capacity on behalf of Owner/Borrower.

1. There are no parties occupying, renting, leasing, residing or possessing the Property or any portion thereof, nor is Affiant aware of any parties claiming title to the subject Property or any portion thereof by reason of adverse possession, except the following who do not have an option to purchase or right of first refusal as to the Property (if none, insert none below):

See Attached rent roll

2. There are no unpaid debts for any personal property or fixtures that are located on the Property, and no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreements, or otherwise, except the following (if none, insert none below):

3. ☐ There have been no improvements or repairs constructed on the Property within the preceding five (5) months.

☐ There have been improvements or repairs constructed on the Property within the preceding five (5) months, but said improvements or repairs have been completed, and all labor and materials used in the construction of improvements or repairs on the Property have been fully paid and satisfied, except the following (if none, insert none below):

4. There are no loans or liens (including federal tax liens, state tax liens and judgment liens), unpaid taxes (ad valorem, state or federal), assessments, and/or homeowners' association dues, or other charges of any kind on or against the Property, except the following (if none, insert none below):

AFFIANT UNDERSTANDS THAT THE PAYOFF AMOUNT(S) ON LOANS AND LIENS LISTED ABOVE ARE IN ACCORDANCE WITH STATEMENTS GIVEN BY THE SECURED PARTY AND SHOULD THE SECURED PARTY REQUIRE ANY ADDITIONAL AMOUNT IN ORDER TO RELEASE SAID LOANS, AFFIANT (AND OWNER/BORROWER IF OWNER/BORROWER IS AN ENTITY) AGREES TO PAY THAT ADDITIONAL AMOUNT AND HOLD ESCROW AGENT AND ITS UNDERWRITER HARMLESS FROM SUCH ADDITIONAL AMOUNT AND ANY OTHER LIEN NOT SPECIFICALLY REFERENCED ABOVE.

5. There are no paving liens of any kind or character or paving claims outstanding against the Property, and no petitions have been signed for the paving of any street or alley adjoining the Property, and Affiant knows of no petitions being circulated for payment of the streets, alley or sidewalks adjacent to the Property.
6. There are no lawsuits or claims pending against Owner/Borrower, except the following (if none, insert none below):
7. Affiant realizes these representations are made to induce the Title Company and its underwriter to insure the title to the subject Property and that the Title Company and its underwriter are relying upon the truth of said statements. In consideration thereof, Affiant/Owner/Borrower hereby agrees to indemnify and hold harmless Title Company and its underwriter, their successors and assigns, from any claims, costs, damages, causes of action, expenses and attorney fees in any way arising from the inaccuracy of the above representations. Affiant further recognizes that any false or fraudulent representations knowingly made in this Affidavit may subject Affiant/Owner/Borrower to criminal liability.
8. For the purposes of this affidavit, where the context requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and (iii) the use of any gender shall include all genders.

Name Printed:

Address:

Phone:

Fax:

Name Printed:

Address:

Phone:

Fax:

SWORN TO AND SUBSCRIBED before me on the day of , 20 , by .

Notary Public, State of

TEXAS REVERSE MORTGAGE AFFIDAVIT

Date:
GF No.:
Underwriter:
Escrow Agent:
Affiant:
Property:

Affiant on oath swears that the following statements are true:

1. Affiant is the Owner of the Property or is the spouse of the Owner.
2. Affiant is executing this affidavit in connection with a Texas "reverse mortgage" transaction being closed by Escrow Agent.
3. There are no judgment liens, federal liens, state liens, or county/municipal liens, against the Property, except for the following: (If None, Insert "None" Below)

Creditor

Approximate Amount

\$

4. There are no delinquent federal taxes, state taxes, ad valorem taxes, or other governmental agency taxes due or owing against the Property, except for the following: (If None, Insert "None" Below)

Creditor

Approximate Amount

\$

5. There are no assessment dues, homeowners' dues, or maintenance charges, including any lien securing the payment thereof, against the Property, except for the following: (If None, Insert "None" Below)

Creditor

Approximate Amount

\$

6. There are no paving liens of any kind or paving claims outstanding against the Property, and no petitions have been signed for the paving of any street, alley or sidewalk adjoining the Property, and Affiant knows of no petitions being circulated for payment of any street, alley, or sidewalk adjacent to the Property, except for the following: (If None, Insert "None" Below)

Creditor

Approximate Amount

\$

7. There are no suits, including but not limited to bankruptcy, pending in State or Federal Court affecting the Property and/or Affiant, except for the following: (If None, Insert "None" Below:

Style of Suit

Cause No.

Court

8. All labor and materials used in the construction of improvements or repairs, if any, on the Property have been paid and there are no mechanics' liens against the Property, except for the following: (If None, Insert "None" Below)

Creditor

Approximate Amount

\$

9. Affiant resides upon and/or uses, claims, and hereby designates the Property as Affiant's homestead property, and the Property is not occupied or rented to any other person.
10. One or both of the Affiants (if more than one) is sixty-two (62) years of age or older.
11. Affiant has received a copy of all of the documents signed by Affiant at the office of the Escrow Agent.
12. Affiant acknowledges and attests that Affiant has received counseling regarding the advisability and availability of "reverse mortgages" and other financial alternatives as required by §50(K)(8), Article XVI of the Texas Constitution.
13. Affiant acknowledges and attests that Affiant has received a copy of a written notice from the Lender that discloses the specific loan repayment requirements of the "reverse mortgage" as set forth in §50(k)(9), Article XVI of the Texas Constitution.
14. Affiant realizes these representations are made to induce Escrow Agent and Underwriter to insure title to the Property and that Escrow Agent and Underwriter are relying upon the truth of said statements. In consideration thereof, Affiant agrees to indemnify and hold harmless Escrow Agent and Underwriter, their successors and/or assigns, from any claims, costs, damages, causes of action, expenses and attorney fees in any way arising from the inaccuracy of the above representations. Affiant further recognizes that any false or misleading representations knowingly made in this Affidavit may constitute perjury under both state and federal law, resulting in the imposition of criminal fines and/or imprisonment.

AFFIANT:

Name Printed:

Name Printed:

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20____, by _____.

:

Notary Public, State of _____

FINAL BILLS PAID AFFIDAVIT AND INDEMNITY AGREEMENT

Date:

GF No.:

Owner(s):

Owner's Mailing Address: **[include county]**

Original Contractor:

Original Contractor's Mailing Address: **[include county]**

Underwriter:

Property: **[include legal description]**

On this day before me personally appeared Owner and Original Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persons, firms, and corporations, including the Original Contractor and all sub-contractors, who have furnished services, labor, or materials, or extra items, according to plans and specifications or otherwise, used in the construction or repair of buildings and improvements on the real property described above, have been paid in full and that such work was fully completed on or before _____ and accepted by Owner.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit threatened or pending on behalf of any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvements thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

Affiants hereby request Underwriter to issue its policy or policies of title insurance upon the Property without exception therein to any possible unfilled mechanic's or materialman's liens, and in connection therewith, and as an inducement therefor, said affiants do hereby, jointly and severally, agree to indemnify and hold Underwriter harmless from and against all loss, cost, damage and expense of every kind, including attorney's fees that Underwriter shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialman's lien or liens or claim or claims or in connection with its enforcement of its right under this agreement. All representations, agreements of indemnity,

and waivers herein contained shall also inure to the benefit of any party assured under any policy issued on Underwriter and any action brought hereon may be instituted in the name of Underwriter or said assured or both.

This affidavit is given to induce Underwriter to issue its title insurance policy or policies.

NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the signatures should be those of officers of the corporations, preferably the Presidents.

Owner of Property

Owner of Property

Original Contractor

STATE OF _____

COUNTY OF _____

Subscribed, and sworn to before me by _____
on this _____ day of _____, 2009.

Notary Public

STATE OF _____

COUNTY OF _____

Subscribed, and sworn to before me by _____
on this _____ day of _____, 2009.

Notary Public

For use with corporate landowner and/or corporate contractor:

a corporation of the State of _____ joins in the execution of this instrument for the purpose of adopting all the representations of fact made in the foregoing affidavit and hereby joins all the agreements of indemnity and waivers therein contained.

Name of Corporation

By: _____

Name: _____

Its: _____

State of _____
County of _____

SWORN and SUBSCRIBED before me on this ____ day of ____, 20____, by _____,
as _____ (title) of _____ (entity name), a _____ (State of Incorporation & entity type)_____.

Notary Public

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project
Job No.

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent:

(job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date

(Company name)

By _____ (Signature)
(Title)

State of
County of

SWORN and SUBSCRIBED before me on this ____ day of ____, 20 ____, by
, as (title) of (entity name), a (State of Incorporation & entity type)_____.

Notary Public

**COMPLETION AFFIDAVIT BY CONTRACTOR
AND
CERTIFICATE OF SUBCONTRACTORS**

Date:

File No.:

Escrow Agent (including address):

Underwriter (including address):

Owner/Borrower:

Contractor:

Affiant:

Property:

Affiant oath swears that the following statements are true:

☐ Individual. I am the Contractor in connection with the construction of improvements or repairs located on the Property.

☐ Entity. I am the (title) of , a (type of entity), the Contractor in connection with the construction of improvements or repairs located on the Property. I am executing this affidavit as an individual and in my representative capacity on behalf of Contractor.

1. The improvements or repairs have been fully completed in strict accordance with all plans, specifications and agreements agreed to by Contractor and Owner.
2. All of the subcontractors, laborers, suppliers or materialmen who have provided labor or materials for the construction of improvements or repairs to the Property at the request of Contractor are:

☐ Are set forth in Exhibit A, copy which is attached hereto and incorporated herein for all purposes; or

☐ Are set forth below:

claims, costs, damages, causes of action, expenses and attorney fees in any way arising from the inaccuracy of the above representations. Affiant/Contractor further recognizes that any false or fraudulent representations knowingly made in this Affidavit may subject Affiant/Contractor to criminal liability.

6. For the purposes of this affidavit, where the context requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and (iii) the use of any gender shall include all genders.

AFFIANT

Name Printed:

Address:

Phone:

Fax:

SWORN TO AND SUBSCRIBED before me on the day of , 20 , by .

Notary Public, State of

SELLER'S DISBURSEMENT AUTHORIZATION

Date:
GF No.:
Title Company:
Seller:
Purchaser:
Lender:
Property:

Seller hereby authorizes and directs Escrow Agent to disburse the proceeds of sale in connection with the Property as follows:

\$ to

\$ to

\$ to

Seller does hereby indemnifies and holds harmless Title Company and its underwriter and their agents and representatives from all loss or damage they may sustain in connection with Title Company's good faith performance of these disbursement instructions and does hereby release and waive any claims Seller may have against Title Company and its underwriter or their agents or representatives, which may result from Title Company's good faith performance of said disbursement instructions.

SELLER:

APPROVED BY LENDER:

By: _____

Name Printed: _____

Title: _____

Date: _____

ESCROW AGREEMENT

Date:
GF File No.:
Escrow Agent:
Seller
Purchaser:
Property:

;

Seller and Purchaser do hereby authorize Escrow Agent to hold the Escrow Funds in escrow according to the following terms and conditions:

1. The sum to be escrowed is \$.
2. The Escrow Funds are to be held in accordance with the following terms and conditions:
3. Notwithstanding any other provision herein to the contrary, In the event a controversy arises over the Escrow Funds, Escrow Agent, at its sole discretion, may tender the funds into court for settlement, after deducting its attorney's fees, court costs, and escrow fees, if any, which have accrued.
4. ☐ Escrow Agent is not required to invest the Escrow Funds and shall not be liable for any interest or other charges on said funds.

☐ Seller and Purchaser have executed a written Investment of Escrow Funds Agreement attached hereto. Escrow Agent shall invest the Escrow Funds in accordance with said agreement and the terms and conditions of said agreement shall become a part of this Escrow Agreement.
5. Seller and Purchaser do hereby indemnify and hold harmless Escrow Agent and its underwriter and their agents and representatives from all loss or damage they may sustain in connection with Escrow Agent's good faith performance of these instructions and do hereby jointly and severally release and waive any claims they may have against Escrow Agent and its underwriter or their agents or representatives, which may result from Escrow Agent's good faith performance of these instructions, including but not limited to the following:
 - a. impairment of funds while those funds are in the course of collection;
 - b. impairment of funds while those funds are on deposit in a financial institution if such loss or impairment arises by reason of the failure, insolvency or suspension of a financial institution;
 - c. delay in the electronic wire transfer of funds; and
 - d. disputes which may arise concerning the funds on deposit.
6. Seller and Purchaser hereby agree that the Escrow Funds described above shall be vested in Escrow Agent and its underwriter, and Seller and Purchaser hereby grant, convey and deposit the Escrow Funds under the absolute control and possession of Escrow Agent and its underwriter, until such time as the Escrow Funds are disbursed in accordance with the provisions of this Escrow Agreement.

7. The undersigned parties hereto agree that this Escrow Agreement is not intended by any of the undersigned to give any benefits, privileges, actions, or remedies to any person or entity, other than Escrow Agent, Seller and Purchaser as a third party beneficiary or otherwise under any theory of law.
8. It is agreed and understood that any written notice or other document that must be presented to any party in accordance with this Escrow Agreement must be presented to said party at their address stated herein by: (i) personal delivery; (ii) certified mail or registered mail, return receipt delivery; or (iii) courier receipted delivery.
9. The foregoing terms constitute the entire agreement between the parties, and this agreement shall not be modified, changed or amended by any subsequent written or oral agreement unless agreed to in writing by Escrow Agent.

SELLER:

PURCHASER:

Address:

Address:

Phone:
Facsimile:

Phone:
Facsimile:

RECEIPT OF ESCROW FUNDS

Escrow Agent acknowledges receipt of the money in the amount of \$ _____ to be held in accordance with the terms of the foregoing agreement. Escrow Agent and its underwriter do not assume and shall not be liable for the performance or nonperformance of any party to this agreement.

ESCROW AGENT:

By: _____
Name Printed: _____
Title: _____

BORROWER POST-FORECLOSURE AFFIDAVIT AND ESTOPPEL CERTIFICATION

Date:

GF No:

Title Company:

Affiant:

Property (Address:

Deed of Trust (the "Mortgage"):

Dated:

Grantor:

Beneficiary:

Recorded:

Property:

Trustee's/Substitute Trustee's Deed:

Dated:

Grantor:

Grantee:

Recorded:

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

☐ Individual. I am the Grantor of the Deed of Trust (Grantor hereinafter referred to as "Borrower") I am over the age of 18 years, and I am fully competent to execute this affidavit.

☐ Entity. I am the (title) of , a (type of entity), the Grantor of the Deed of Trust (Grantor hereinafter referred to as "Borrower"). I am over the age of 18 years, and I am fully competent to execute this affidavit. I am executing this affidavit as an individual and in my representative capacity.

1. The Mortgage was foreclosed by the Beneficiary (the "Foreclosure") pursuant to the Trustee's/Substitute Trustee's Deed in favor of the Grantee referenced above (Grantee hereinafter referred to as the "Buyer").
2. The Mortgage was a good and valid lien upon the Property, and both the Mortgage and the indebtedness and other obligations secured by the Mortgage are in all respects valid and free from all defenses. The Foreclosure was a good and valid foreclosure of the Mortgage, and is in all respects free from all defenses.
3. Borrower has not contested, and will not object to or contest, the Foreclosure or the buyer's title or possessory rights in and to the Property.
4. Borrower has remained in possession of the Property after the Foreclosure.
5. Borrower acknowledges that its right to occupy the Property is solely:
☐ As a tenant at will pursuant to the Buyer's consent or permission.
☐ Pursuant to that search and unrecorded lease agreement dated

6. Borrower represents and acknowledges that it has no further legal or equitable right, title, interest or claim in and to the Property, and no other possessory rights or claims in or to the Property except as stated above.
7. This Affidavit and Estoppel Certification is made for the protection and benefit of the Buyer and all other parties that may acquire an interest in the Property, and particularly for the benefit of and to induce any title insurer that insures the title to the Property directly or indirectly in reliance upon the facts and representations contained in this certification.

AFFIANT:

STATE OF TEXAS §

COUNTY OF §

SWORN TO AND SUBSCRIBED before me on this day of , 20 , by , to certify
which witness my hand and seal of office.

My Commission Expires:

Notary Public, State of

Notary Name Printed:
