

LIMITED PARTNERSHIP AFFIDAVIT OF TITLE

Commitment No.

STATE OF NEW JERSEY)
COUNTY OF) ss.

Name:

each being sworn according to law, say under oath that:

1. REPRESENTATIONS. The Limited Partnership will sometimes be referred to as "it" or "its". If only one person signs this affidavit the words "we", "us" and "our" shall mean "I", "me" and "my". The statements contained in this affidavit are true to the best of our knowledge, information and belief.

2. PARTNERS. We are the general partners of

, a limited partnership of the State of New Jersey, having a mailing address of

3. NAME, AGE AND RESIDENCE. We are citizens of the United States of America and at least 18 years old. We are fully familiar with the business of the Limited Partnership. We live at

4. AUTHORITY. We have the authority to SELL / MORTGAGE the subject premises and to execute any and all documents and instruments, to effectuate the closing, as evidenced by the terms and conditions of the Limited Partnership agreement and/or the consent agreement executed by all partners. The Limited Partnership is in full force and effect and has not been changed or amended.

* (continued) *

* (continued) *

5. OWNERSHIP AND POSSESSION. The Limited Partnership is the only owner of property located at

, NEW JERSEY called "this property". This property is to be SOLD / MORTGAGED by the Limited Partnership to

The Limited Partnership has owned this property since _____, _____ and no one has questioned its right to possession or ownership. It has not given anyone else any rights concerning the purchase or lease of this property. It has never owned any property which is next to this property.

6. TENANCIES. The property is subject to the following tenancies:

7. IMPROVEMENTS. No additions, alterations or improvements are now in progress or have been made to this property in the last four months. 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. The Limited Partnership is not aware that anyone has filed or intends to file a Mechanics' Lien, Notice of Unpaid Balance and Right to File a Lien Claim, Construction Lien or Building Contract relating to this property. No one has been notified that money is due and owing for construction, alteration or repair work on this property.

8. LIENS OR ENCUMBRANCES. It has not allowed any interest (legal rights) to be created which affect its 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. The Limited Partnership does not have any pending lawsuits or judgments against it or other legal obligations which may be enforced against this property. It does not owe any disability, unemployment, social security, municipal or alcoholic beverage tax payments. No bankruptcy or insolvency proceedings have been started by or against it, nor has it ever been declared bankrupt. No one has any security interest in any personal property or fixtures on this property.

The Limited Partnership's attention has been called to the liens/judgements listed in the **attached** search dated through

The liens/judgments listed are for debts or obligations of others with names similar to or the same as it. We have **initialed** each page of the search to show these liens do not affect it.

* (continued) *

* (continued) *

9. EXCEPTIONS AND ADDITIONS. The following is a complete list of exceptions and additions to any of the above statements. This includes all liens or mortgages which are not being paid as a result of this transaction.

10. RELIANCE. The Limited Partnership makes this Affidavit in order to induce the Buyer(s) or the Lender(s) to accept this Deed or Mortgage. It is aware that the Buyer(s), the Lender(s) and the Title Insurance Company will rely on the statements made in this Affidavit and on its truthfulness.

Sign: _____

Print/Type Name:

Sign: _____

Print/Type Name:

Sworn and signed before me

on

Sign: _____

Print/Type Name:

Title:

Comm. Expir. Date: