|  |  |
| --- | --- |
| ***[Insert Truist Logo]*** | **Borrower’s Affidavit** |

### State of [Georgia/North Carolina]

### County of \_\_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Affiant**”), the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_ (“**Borrower**”) for the express purpose of inducing Truist Bank (“**Lender**”), as party to that certain **[Construction]** Loan Agreement dated on or about the date hereof between Borrower and Lender, to advance the proceeds of a loan dated on or about the date hereof, and with full and complete knowledge that if it were not for the truth and accuracy of the statements and certifications set forth herein, such funds would not be advanced, hereby deposes, certifies, warrants and represents as follows:

1. That Affiant is fully and personally familiar with the matters set forth herein, and has the legal right and authority to make the within Affidavit.
2. That Borrower is the owner in fee simple of the real property described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Property**”); that such fee simple estate in and to the Property is the same real property described in the [***Deed to Secure Debt, Assignment***], Security Agreement and Fixture Filing (the “**Security Agreement**”) given on or about the date hereof by Borrower to Lender to secure payment of the Loan; and that there are no liens, claims, charges, easements or encumbrances whatsoever against the Property whatsoever, other than the lien of the Security Agreement, taxes for the year in which the closing occurs and subsequent years, which are not yet due and payable, and those other matters of title set forth on **Exhibit “B”** attached hereto and incorporated herein by reference (“**Permitted Exceptions**”) .
3. There are no existing disputes or questions as to ownership of the Property; the undersigned deponent is aware of no claims, demands, liens, or judgments affecting any portion of the Property; there are no contracts for the purchase of the Property or any portion thereof, nor any leases, mortgages, deeds to secure debt, parties in possession, or other encumbrances except those described on **Exhibit B** hereto.
4. The Borrower is in open, notorious, continuous, adverse, peaceable and exclusive possession of the Property, no one has any claim of possession which is not a matter of record, and Borrower has the right to convey fee simple, marketable title to the Property.
5. No buildings or improvements have been erected on the Property, nor any improvements or repairs made nor materials furnished or delivered to the Property within the past **[95]** days for which payment in full has not been made, or that might or could result in the filing of a mechanic’s, materialman’s, or other lien. No Notice of Commencement has been filed as of this date.
6. There are no other liens affecting the Property, such as tax liens or special assessment liens for drainage, sewerage, water main, paving, sidewalk or other street improvements, community or homeowners’ associations.
7. There is no outstanding indebtedness for equipment, appliances or other fixtures attached to the Property, and that there are no retention title contracts, bills of sale or other encumbrances, of record or otherwise, affecting the title to any personal property of the Borrower installed on the Property; and
8. The lines and corners of the Property are clearly marked and there are no disputes concerning the location of the lines and corners.
9. There are no lawsuits or court proceedings now pending in any court to which Borrower is a party, nor any judgments of any courts against Borrower, including Federal Court judgments or Federal tax liens. Borrower has received no notice from any public or governmental authority requiring any change on the Property.
10. All taxes or special assessments, including water bills, which are not shown as existing liens on the public records are paid in full.
11. That no broker’s services have been engaged by Borrower with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the Property, that no notices of lien for any such services have been received by Borrower and that no real estate agent, real estate broker, mortgage broker or any other person or entity is due any commission or fee in connection with the purchase, sale, development or financing of the Property.
12. That no charges for water and sewer service provided to the Property by any county, city, township or other applicable governmental body serving the property that are currently remain unpaid.
13. That Borrower is not a “**foreign person**” as defined in Section 1445 of the Internal Revenue Code of 1986.
14. That the U.S. employer identification number of Borrower is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and that Borrower’s address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
15. That under penalties of perjury, the undersigned declares that he has examined this Affidavit, specifically the representations made in Paragraphs 13 and 14 hereof, and to the best of his knowledge and belief, it is true, correct, and complete, and further the undersigned declares that he has authority to sign this Affidavit on behalf of Borrower.
16. The undersigned deponent has personal knowledge of the matters herein stated and makes this affidavit for the purpose of inducing the Lender to make a loan to Borrower and further to induce \_\_\_\_\_\_\_\_ Title Insurance Company to issue its policy of title insurance covering the Property.

 Affiant:

 (Seal)

Sworn to and subscribed Name:

before me this \_\_\_ day

of \_\_\_, 20\_\_.

Notary Public

My Commission Expires:

 [AFFIX NOTARIAL SEAL]

**Exhibit A**

(Legal Description)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit B**

Permitted Exceptions

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_