

ALTA STATEMENT

Commitment to Insure Title File # _____

The Owner/Seller and Purchaser certify to County Title Company and its underwriters, with respect to the land described in the above Commitment to Insure Title, and to their best knowledge and belief:

1. Within the last six (6) months: (a) no labor, services or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus, or equipment been attached to the land or building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus, or equipment that are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received; except the following, if any: _____
2. There are no open mortgages, revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages on title, other than those shown on Schedule B of the Commitment to Insure Title, except the following, if any: _____
3. All management fees are fully paid, except the following, if any: _____
4. There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements regarding any appliances, equipment, or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: _____
5. There are no unrecorded contracts or options to purchase the land, except the following: _____
6. There are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: _____
7. If the land is "commercial real estate," as defined per statute, there are no written agreements with any "broker," nor has anyone provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, or otherwise conveying or acquiring any interest in the land, except the following, if any: _____

Any person or entity signing this Statement who is also the mortgagor in a mortgage to be insured under a Mortgagee Policy to be issued pursuant to the above Commitment to Insure Title certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the mortgage and obligations to sell, pledge, or otherwise dispose of the same freely at any time, and to insure the purchasers or pledge thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative, or assigns.

The Owner/Seller and the Purchaser make this Statement for the purpose of inducing County Title Company and its underwriters to issue Owner and Mortgagee Title Insurance Policies with respect to the land described in the above Commitment to Insure Title.

DATE _____

OWNER(S)/SELLER(S) _____

PURCHASER(S) _____

LENDER'S DISBURSEMENT STATEMENT

The Lender hereby certifies to County Title Company and its underwriters, that on the _____ day of _____, 20____, complete and final disbursement of the proceeds of the loan secured by the mortgage to be insured pursuant to above Commitment to Insure Title was made to or on the order of the mortgagors; and that the Lender has no knowledge nor does the Lender require that the proceeds of the loan are to be used to pay for labor and material in the making of future improvements or repairs on the land described in the mortgage or upon any building located thereon. County Title Company and its underwriters are authorized and directed to issue its Mortgagee Title Insurance Policy as of a date no earlier than the date of the complete and final disbursement set forth above.

LENDER _____ BY _____

LOAN NUMBER _____ SETTLEMENT AGENT _____

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