This document may affect your legal rights. Legal advice should be obtained in the drafting of any legal document.

REFINANCE-OWNER **FINAL AFFIDAVIT AND AGREEMENT**

RE: Commitment No._____ Escrow No. _____

State of Colorado, County of _____

RE: Real property and improvements located at:

_____

in the _____ County of _____, State of Colorado, more particularly described as follows:

Whereas, Land Title Guarantee Company has issued its Commitment No. _____ covering said property,

The undersigned, Owner-Seller of the Real Estate and improvements located on the herein described property, being first duly sworn on oath, for the purpose of inducing Land Title Guarantee Company to issue its ALTA Policy of Title Insurance, in connection with the property described in said commitment, do hereby make the following representations to Land Title Guarantee Company, with full knowledge and intent that said company shall rely thereon:

1. That those certain persons, firms and corporations, including the General Contractors, and all subcontractors hired by or under contract with the undersigned who have furnished services, labor or materials, according to plans and specifications or otherwise, used in connection with the construction of improvements on the real estate herein described, have been paid in full.
2. That no claims have been made to the undersigned, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or material man, no any other suit of any kind, and that no chattel mortgages, conditional bills of sale, security agreements or financing statements have been made.
3. That, except as shown in the above-referenced commitment, there are no liens or encumbrances of any kind, recorded or unrecorded, affecting the subject property.
4. That there has been no architectural service or other work of any kind, contracted for or otherwise ordered by the undersigned, within the last 120 days paid or unpaid, which could establish a priority for any future mechanics' lien claimant. If services or other work has been contracted for within the preceding120 days, undersigned is required to attach a description of same with the corresponding payment information.
5. That all improvements constructed on the real estate here in described were completed on or before _____.
6. That all fees, assessments and charges of the homeowners association having jurisdiction over the above described property, if applicable, are current at this time.
7. The undersigned further understands that the payoff of any liens, mortgages, deeds of trust, etc., is based on written payoff figures obtained from the lien holder and agrees that, in the event Land Title Guarantee Company is notified by the lien holder that the payoff is insufficient to render the loan paid in full, the undersigned shall, upon notification by Land Title Guarantee Company, immediately tender the amount of funds necessary to complete the payoff.

☐ There are no existing leases or tenancies affecting said property.

____If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the payoff statement from my/our lender to Land Title GuaranteeCompany.
I/We further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit.
I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

In light of the foregoing facts and representations, the undersigned, in consideration of the issuance by Land Title Guarantee Company of a policy of Title Insurance covering said property in the manner described by the undersigned as set out above, hereby promise, covenant and agree to hold harmless, protect and indemnify Land Title Guarantee Company, and any title insurance company that has issued an ALTA Policy of insurance pursuant to the commitment described above, from and against those liabilities, losses, damages, expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation arising out of any inaccuracies in the above representations.

_____ Owner(s) Forwarding Address:

_____

_____ _____

_____

STATE OF _____
_____ COUNTY OF _____

The foregoing instrument was acknowledged before me on this day of _____, by _____
_____.

Witness my hand and official seal.
My Commission expires: _____ _____
Notary Public