

8. That there are no suits or proceedings pending anywhere affecting said premises and no claims or pending claims for accidents or other legal claims with respect to said premises.

9. That (I have) (it has) not executed as to any other property any bonds secured by mortgage any extension agreements in or by which (I) (it) assumed the payment of any mortgage debt, and (I am) (said corporation is) not liable on any notes, endorsements, guarantees or other contingent indebtedness.

10. That said premises are to be conveyed by (me) (said corporation) to the holder of the first mortgage covering said premises and that by such conveyance it will not be rendered insolvent.

11. The consideration to be paid for said conveyance is the sum of _____ Dollars and the assumption by the grantee of all liens and charges against said premises. The reason for such conveyance being in my opinion that the encumbrances on said premises plus the accrued taxes and interest exceed the value of the property, and that the income there from is insufficient to meet the expense of carrying the same.

12. The said conveyance by (me) (said corporation) is not given as a preference against any other creditors and is an absolute conveyance and is not given as collateral security; There is no agreement, either written or oral, between (this deponent) (said corporation) and the grantee, whereby it may be understood or agreed that said premises are to be within any specified time or on or before any specified date, or at any time re-conveyed by the said grantee to the grantor.

13. This affidavit is made to induce _____ to accept a deed to said premises and to induce _____ to insure the title thereto, knowing that said grantee and said will title insurance company will rely upon the truth of the foregoing statements.

Sworn to before me this _ day
of _____, 20____.

Notary Public