

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

I/WE HEREBY CERTIFY THAT NO CHECKS HAVE BEEN WRITTEN
SUBSEQUENT TO THE REQUEST FOR CANCELLATION OF THE LINE OF
CREDIT AND THE PAYOFF REGARDING MY/OUR MORTGAGE WITH
_____ DATED ____ / ____ / ____ AND
RECORDED ____ / ____ / ____ IN MB _____, PAGE _____ IN THE
AMOUNT OF \$ _____ .

SWORN TO AND SUBSCRIBED before me
this _____ day of _____, 20____ .

NOTARY PUBLIC

My Commission Expires _____

ARBITRATION AGREEMENT

The undersigned has consented and agreed to engage and retain, FUTURE ABSTRACT, INC., to provide closing and title insurance services for the purchase or refinance of real estate located at:

The undersigned agrees that all disputes between the undersigned and FUTURE ABSTRACT, INC. that relate to or arise from closing services or title insurance services performed by FUTURE ABSTRACT, INC. on behalf of the undersigned shall be resolved by private binding arbitration in accordance with the procedures set forth herein. Any arbitration shall be resolved by the decision of a single arbitrator selected and agreed upon by all parties to the controversy. If the parties cannot agree on an arbitrator, one shall be appointed by the JAMS/ENDISPUTE pursuant to its rules and regulations as they then exist. Every controversy submitted to arbitration shall be dealt with and disposed of pursuant to the rules of JAMS/ENDISPUTE and every award or determination therein shall be final and binding upon all of the parties. There shall be no appeal from such award or determination and judgment thereon may be entered in any court of competent jurisdiction, and the losing party shall pay the costs related to executing such judgment.

FUTURE ABSTRACT, INC.

1206 New Rodgers Road
BRISTOL, PA 19007

Telephone: 215-781-1900 Fax: 215-781-6340

AS INDUCEMENT FOR **FUTURE ABSTRACT, INC.** TO FACILITATE THE CLOSING AND SETTLEMENT OF THE SUBJECT LOAN TODAY _____ AND TO ISSUE A TITLE INSURANCE POLICY, PROPERTY OPINION OR PROPERTY REPORT TO THE LENDER, BORROWERS DO HEREBY ACKNOWLEDGE AND CERTIFY THE FOLLOWING:

(1) PAYOFF SHORTAGES:

_____ INITIAL(S) BORROWERS ACKNOWLEDGE THAT THE LOAN PAYOFF AND OTHER DISBURSEMENTS OUTLINED IN THE SETTLEMENT STATEMENT ARE BASED ON PAYOFF INFORMATION SUPPLIED TO **FUTURE ABSTRACT, INC.** FROM VARIOUS SOURCES (INCLUDING BUT NOT LIMITED TO LENDERS AND THEIR AGENTS, CREDITORS, TAX COLLECTORS, COUNTY AND STATE AUTHORITIES). THESE FIGURES ARE BASED ON THE BEST INFORMATION CURRENTLY AVAILABLE.

IN THE EVENT THESE DISBURSEMENT FIGURES ARE INCORRECT, BORROWER(S) UNDERSTAND AND AGREE THAT ANY SUCH DISCREPANCY SHALL BE IMMEDIATELY RECONCILED BETWEEN THE BORROWER AND THE BORROWER'S CREDITORS DIRECTLY. IN THE EVENT OF A PAYOFF OR OTHER DISBURSEMENT SHORTAGE, BORROWERS AGREE TO ACKNOWLEDGE AND ASSUME ALL LIABILITY FOR SUCH SHORTAGE FROM ANY NET PROCEEDS DUE TO BORROWER PURSUANT TO THE SETTLEMENT STATEMENT. BORROWER(S) ASSUME AND AGREE TO BE RESPONSIBLE FOR ANY SUCH SHORTAGE AND TO PRESENT PAYMENT OF SUCH SHORTAGE IMMEDIATELY UPON NOTIFICATION.

(2) HOLD HARMLESS:

_____ INITIAL(S) BORROWER(S) ACKNOWLEDGE THAT SUCH DEBTS ARE BORROWER'S RESPONSIBILITY AND HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS **FUTURE ABSTRACT, INC.** FROM ALL CLAIMS, LOSS, DAMAGE, OR RESPONSIBILITY OF ANY KIND OR NATURE ARISING OUT OF DISBURSEMENT SHORTAGES DUE TO INCORRECT OR INCOMPLETE PAYOFF INFORMATION FROM CREDITORS. IN THE EVENT **FUTURE ABSTRACT, INC.** FINDS IT NECESSARY TO RETAIN THE SERVICES OF AN ATTORNEY TO COLLECT SHORTAGES FROM THE UNDERSIGNED, IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BORROWERS WILL BE SOLELY RESPONSIBLE FOR PAYING ANY & ALL ATTORNEY FEES.

(3) COMPLIANCE AGREEMENT:

_____ INITIAL(S) IN THE EVENT OF ANY CHANGE IN DISBURSEMENTS DUE TO CORRECTIVE INFORMATION FOR CREDITORS, THE UNDERSIGNED AGREES TO RE-EXECUTE ANY DOCUMENTS ASSOCIATED WITH THE SUBJECT LOAN, INCLUDING BUT NOT LIMITED TO THE SETTLEMENT STATEMENT.

FURTHERMORE, UPON NOTIFICATION FROM **FUTURE ABSTRACT, INC.** THE UNDERSIGNED AGREES TO FULLY AND PROMPTLY COOPERATE BY SIGNING ANY ADDITIONAL LOST OR CORRECTIVE DOCUMENTS DEEMED NECESSARY BY **FUTURE ABSTRACT, INC.**, TO PROCESS THE LOAN SETTLEMENT AND DISBURSEMENT IN FULL COMPLIANCE WITH THE LENDER'S INSTRUCTIONS, **FUTURE ABSTRACT, INC.** CORPORATE POLICY, AND/OR STATE AND FEDERAL LAW.

(4) RIGHT TO REPRESENTATION:

_____ INITIAL(S) I/WE THE UNDERSIGNED BORROWER(S), HAVE BEEN ADVISED OF OUR RIGHT TO BE REPRESENTED BY AN ATTORNEY OF OUR CHOOSING, AT THE TIME OF THIS MORTGAGE LOAN CLOSING. I/WE UNDERSTAND THAT WE MAY ADJOURN THIS CLOSING TO ANOTHER DATE TO HAVE OUR ATTORNEY PRESENT AND THAT I/WE MAY ADJOURN THIS CLOSING WITHOUT COST OR PENALTY. I/WE FURTHER UNDERSTAND THAT IF WE DO NOT ADJOURN THIS CLOSING, THAT WE HAVE THE RIGHT TO HAVE OUR ATTORNEY REVIEW THE DOCUMENTS THAT I/WE HAVE EXECUTED TODAY AND ADVISE US WHETHER TO CANCEL THIS TRANSACTION DURING THE RESCISON PERIOD.

AGREED, UNDERSTOOD, AND ACKNOWLEDGED BY THE UNDERSIGNED:

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC

Date: _____

Paying-Off Credit Cards

Dear Borrower(s):

As a condition of making the mortgage loan with you, your Lender has required that certain credit cards be paid. Because of the difficulty that Future Abstract has had in obtaining proper credit card addresses, Future Abstract will send directly to you the checks, payable to the credit card companies, that are required to be paid at closing.

By signing this form, you agree to forward the checks to the proper credit card companies immediately upon your receipt. **If you do not do so, you understand that you will be in violation of the Lender's Closing Instructions and your Lender may call your loan.**

I understand and agree to forward the checks to the credit car companies.

NOTICE REGARDING COMPUTATION OF CERTAIN CLOSING CHARGES

This is to notify you that some of our fees, including our fees for courier services and overnight delivery services, are fixed standard charge fees based on the average and expected cost that we will eventually be charged by third party vendors and/or in many cases additional services that we may have to perform ourselves over and above what may be done by a third party vendor. Thus, it is possible that the actual charge for certain fees that we are assessing you and that you are paying may be higher or lower than our cost of providing those services.

By signing below, you acknowledge your understanding of these circumstances and agree to pay the fees assessed on this basis. If you have questions about our fees, please feel free to inquire further.

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF NO JUDGMENT

I/WE, _____, BEING DULY SWORN ACCORDING TO LAW, UPON MY/OUR OATH, DEPOSE(S) AND SAY(S) THAT I/WE HAVE EXAMINED THE ATTACHED SCHEDULE OF JUDGMENTS AGAINST THE NAMES OF ATTACHED. THESE JUDGMENTS ARE NOT AGAINST ME/US, BUT ARE AGAINST A PERSON OR PERSONS HAVING THE SAME OR SIMILAR NAME(S).

I/WE FULLY UNDERSTAND THAT IF ANY INFORMATION COMES INTO THE POSSESSION OF FUTURE ABSTRACT, INC., THAT THE STATEMENTS MADE IN THIS AFFIDAVIT ARE UNTRUE, THEN I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS FUTURE ABSTRACT, INC., AND ITS UNDERWRITER FROM ANY AND ALL CLAIMS AND/OR ACTIONS RESULTING FROM PERSONS KNOWN OR UNKNOWN AT THE TIME OF THIS SETTLEMENT.

SWORN TO AND SUBSCRIBED
TO ME BEFORE THIS _____ DAY
OF _____, 20____

NOTARY PUBLIC

**PRIVATE POLICY NOTICE
FOR
UNITED GENERAL TITLE INSURANCE COMPANY,
FIDELITY NATIONAL TITLE INSURANCE COMPANY
AND
FUTURE ABSTRACT, INC.**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Biley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy polices and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of United General National Title Insurance Company, Fidelity National Title Insurance Company and FUTURE ABSTRACT, INC..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or on other forms.**
- Information about your transactions we secure from our files, or from [our affiliates or] others.**
- Information we receive from a consumer reporting agency.**
- Information that we receive from others involved in your transaction, such as real estate agent or lender.**

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we have collected about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our consumers or former consumers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.**
- Non-financial companies such as envelope stuffers and other fulfillment service providers.**

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard our nonpublic personal information.

We appreciate this opportunity to be of service to you.

IDENTIFICATION CERTIFICATION

SIGNING AGENT/NOTARY

In accordance with the USA Patriot Act Section 326 you are required to confirm each Borrower's identity at closing with an original, **unexpired** government-issued identification bearing the borrower's photo. Acceptable forms of identification include:

State Issued Driver's License

Passport

Green Card

Alien Identification Card

Other Government-Issued ID bearing a photo of the borrower

You are required to return a copy of the ID used with the closing package.

If the borrowers provide a copy of the ID at closing you are required to verify with the original document.

You must complete this form and return with the closing package.

If no ID is provided at closing, you must NOT proceed with the closing.

DATE: _____

Borrower/Signer #1: _____

Driver's License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

Borrower/Signer #2: _____

Driver's License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

Borrower/Signer #3: _____

Driver's License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

Borrower/Signer #4: _____

Driver's License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

I, the undersigned notary public, hereby certify that on _____ day of _____, 20____, I have examined the Identification Documents presented at closing by the borrowers/signers listed above. Said documents appear to be genuine and the photographs on the documents appear to be the individuals named above.

Signature of Notary Public

CREDIT LINE CLOSE OUT LETTER

Date: _____

Lender: _____

RE: Line of Credit

Borrower: _____

Address: _____

Acct. #: _____

To Whom It May Concern:

With regard to the above referenced Line of Credit, please be advised that we are paying this loan in full and that we hereby wish to have the account CLOSED and the following mortgage satisfied of public record in the appropriate County Courthouse:

Mortgage to _____ dated / / and
Recorded / / in Mortgage Book _____, page _____
securing \$ _____.

Thank you for your cooperation in this matter.

**LIMITED POWER OF ATTORNEY FOR CORRECTING
TYPOGRAPHICAL ERRORS**

The undersigned Purchaser/Borrower and/or Seller, for and in consideration of closing the loan/transaction on property described as _____
appoint FUTURE ABSTRACT, INC. as their attorney-in-fact to correct any
TYPOGRAPHICAL ERRORS, place our initials on documents where changes are made and/or
sign our names to and acknowledge any modification or other documents correcting the
typographical error. In the event this procedure is utilized, the party (ies) involved shall receive a
corrected copy of the changed document.

This power of attorney shall be irrevocable until the loan is satisfied and shall survive the
disability of the undersigned.

AS WITNESS our execution hereof this _____ day of _____, 20____.

PURCHASER/BORROWER

SELLER

STATE OF _____
COUNTY OF _____ to wit:

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

NAME AFFIDAVIT

STATE OF _____

On this day before me, the undersigned authority authorized to administer oaths, personally appeared

who, after being duly sworn, did depose and say that _____ and

are one and the same person, and is the same person who is a party to the settlement occurring on or about _____, on property located at _____, and is not known by any other name undisclosed which would adversely affect the interests of the other parties to said settlement.

Sworn to and subscribed before me on _____.

Notary Public
My commission expires _____

NAME AFFIDAVIT

STATE OF _____

On this day before me, the undersigned authority authorized to administer oaths, personally appeared

who, after being duly sworn, did depose and say that _____ and

are one and the same person, and is the same person who is a party to the settlement occurring on or about _____, on property located at _____, and is not known by any other name undisclosed which would adversely affect the interests of the other parties to said settlement.

Sworn to and subscribed before me on _____.

Notary Public
My commission expires _____



Fidelity National Title[®] Insurance Company

OWNER'S AFFIDAVIT

STATE OF FLORIDA :

COUNTY OF _____: SS No. _____

ON THE _____ day of _____, A.D. _____, before me, the Subscriber, a Notary Public in _____ and for the State of _____, who, being duly sworn according to law, depose(s) and say(s):

That _____ is/are the owner(s) of the premises situated at _____, and the same person(s) as the grantee(s) in BOOK _____ PAGE _____, Instrument _____.

That there are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanics Liens, etc.) known to the undersigned which are not being properly provided for in this transaction.

That there have been no repairs, additions or improvements made, ordered or contracted to be made on or to the premises, nor are there any appliances or fixtures attached to said premises which have not been paid for in full; and that there are no outstanding or disputed claims for any such worth or item.

That there has been no work done by the Municipality (City, Borough, Township), or at its directions, in connection with the installation of sewer or water or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.

That there has been no violation of any restrictions affecting the premises.

That there are no disputes with any adjoining property owners as to the location of property lines or the encroachment of any improvements.

That there are no purchase money obligations being created in this transfer.

That there are no unrecorded leases or agreements affecting the premises in question.

That the present transaction is not made for the purpose of hindering, delaying or defrauding any creditors of said owner(s) and does not come within the provisions of the Bankruptcy or Insolvency Acts (or any amendments thereof).

That the said owner(s) has/have not been divorced, or that the said owner(s) is/are not involved in any pending divorce action in any jurisdiction;

That all Real Estate Taxes assessed upon said premises have been paid in full to and including _____, and water rent to _____ and sewer rent to _____.

That the grantor(s) and/or mortgagor(s) in this transaction is/are of full legal age and in every respect competent to convey or encumber the title to the premises in question.

That none of the improvements nor any part thereof erected on insured premises was ever a mobile home or trailer and were never registered in the Department of Motor Vehicles of the _____ or any other State or Subdivision of the United States.

That the land to be insured hereunder is not under any contract covenant for preferential assessments as farm or forest land;

That the Grantor(s)/Lessor(s) has/havenot received a notice of claim from any Real Estate Broker claiming a right to a lien in accordance with Act 34 of 1998.

That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court through the date of recording the instrument(s) to be insured.

That Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Code and Income Tax Regulation.



Fidelity National Title[®] Insurance Company

OWNER'S AFFIDAVIT

No. _____

(continued)

That this affidavit is made for the purpose of enabling **Fidelity National Title Insurance Company** to remove certain objections from Interim Binder issued under above cited number, and affiant(s) aver(s) the foregoing statements are true and correct to the best of his/her knowledge and belief.

Notice: If this transaction occurs within ten years of a previous title insurance transaction of the same property, or a portion thereof, you may be entitled to a reduced title insurance rate.

_____ (Affiant)

SUBSCRIBED AND SWORN to before
me, the day and year aforesaid.

_____ (Affiant)

Notary Public

_____ (Affiant)

My commission expires _____

_____ (Affiant)