

**AFFIDAVIT OF TITLE**  
***Mortgage of Property by a Partnership***

STATE OF \_\_\_\_\_ ;  
COUNTY OF \_\_\_\_\_ ;

APPLICATION NO. \_\_\_\_\_  
SS: \_\_\_\_\_

\_\_\_\_\_, a partner of \_\_\_\_\_,  
says(s) under oath:

**1. Partners.** Each of us is a partner of \_\_\_\_\_, a partnership. The partnership will be called the "partnership" and sometimes simply "it" or "its". The partnership has offices located at \_\_\_\_\_.

Each of us is fully familiar with the business of the partnership, a citizen of the United States and at least 18 years old.

**2. Representations.** These statements are true to the best of our knowledge, information and belief.

**3. Partnership Authority.** The partnership is the only owner of property located at \_\_\_\_\_ County of \_\_\_\_\_ called "this property". This property is to be mortgaged by the Partnership to \_\_\_\_\_.

This action, and the making of this affidavit of title, have been duly authorized by the partnership. *The partnership Agreement and all amendment are attached hereto.* The Partnership is legally authorized to transact business in New Jersey. It is not restrained from doing business nor has any legal action been taken for that purpose. It has never changed its name or used any other name.

**4. Ownership and Possession.** The partnership has owned this property since \_\_\_\_\_. Since then no one has questioned its right to possession or ownership. The partnership has sole possession of the property. There are no tenants or other occupants of this property. It has not signed any contracts to sell this property. It has not given anyone else any rights concerning the purchase or lease of this property. It has never owned any property which is next to this property.

**5. Improvements.** No additions, alterations or improvements are now being made or have been made to his property since \_\_\_\_\_. The Partnership has always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. The Partnership is not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

**6. Liens or Encumbrances.** The Partnership has not allowed any interests (legal rights) to be created which affect our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against the Partnership or other legal obligations which may be enforced against this property. It does not owe any disability, unemployment, social security, municipal or alcoholic beverage tax payments. No bankruptcy or insolvency proceedings have been started by or against the Partnership. It has never been declared bankrupt. No one has any security interest in any personal property or fixtures included in this transaction. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against the Partnership, but against others with same or similar names.

**7. Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this transaction.

The Borrowers have been advised that recognizances and/or abstracts or recognizance of bail are not being indexed among the records of the \_\_\_\_\_ County Clerk/Register's office and that the Title Company and Mortgagee will rely on the truthfulness of this Affidavit. The undersigned hereby certifies that there are no recognizances filed against the Partnership as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against the Partnership by the Division of Motor Vehicles.

**8. Reliance.** The Partnership makes this affidavit in order to induce the Lender to accept its mortgage. It is aware that their Mortgage Lender and \_\_\_\_\_ rely on its truthfulness and the statements made in this affidavit.

Signed and sworn to before me  
On \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_