

TITLE, POSSESSION & LIEN AFFIDAVIT

(OTHER)

_____ ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Purchaser"), and to _____ (collectively, "title insurer"), to induce Purchaser to purchase and title insurer to insure the fee simple title to that certain real property described below, and Affiant further states:

1. That the Affiant is the _____ ("Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.
2. Seller is the record owner and is in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").
3. There are no matters pending against the Seller that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the last title insurance commitment effective date, and the recording of the fee simple title to be insured, and the Seller has not and will not execute any instrument that would adversely affect the fee simple title to be insured.
4. Seller is in possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; except for the leases described in Exhibit "B" attached hereto [attach list of Permitted Exceptions].
5. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
6. No proceedings in bankruptcy have ever been brought by or against Seller, nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
7. The real estate taxes will be paid to the date of closing pursuant to Section 196.295, Florida Statutes.
8. That Seller is not a "non-resident alien" for the purposes of United States income taxation, nor is Seller a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations); that Seller's **F.E.I.D. Number(s) is/are** _____; that Seller understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Purchaser; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.

9. This Affidavit is executed in duplicate, each of which shall be considered an original, with one original to be delivered to the title insurer.

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the title insurer to insure the fee simple title to the Property and to disburse the proceeds of the sale. Seller intends for the title insurer to rely on these representations.

Grantor

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 1997, by _____ as, _____ of _____ . Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a current driver license.
- produced _____ as identification.

 Notary Public

 (Printed, Typed or Stamped Name of Notary Public)
 Commission No.: _____
 My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP Attorney

Date: _____

Revised: 03/20/97
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