

**ENHANCED COVERAGE  
OWNER/SELLER AFFIDAVIT  
(VIRGINIA)**

**SAMPLE**

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_

To: Fidelity National Title Insurance Company (hereinafter, "the Company")

The undersigned, being first duly sworn, hereby make oath or affirm to the Company that to the best of his/her/their information, knowledge and belief, the following is true and correct:

1. Affiant(s) is/are over 18 years of age and are all of the record titleholder(s) of the above property, as more particularly described in the Commitment.
2. The property is currently used as a one-to-four family dwelling or condominium unit with a street address of 1234 Main Street, Roanoke, VA 24018.
3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 123-day period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Affiant(s) and that the Affiant(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 123-day period, except the following:  
NONE \_\_\_\_\_ SEE ATTACHMENT HERETO \_\_\_\_\_
4. As to contracts and conveyances, no agreement or contract of sale, or deed, conveyance, written lease, or any other writing whatsoever is in existence which would adversely affect my/our title to said premises, except that in connection with which this affidavit is given.
5. As to possession, there are no parties in possession of the property or any part thereof other than the undersigned, and I/we have no notice of any adverse claim or notice that someone else has or may have interest in or right to use the land.
6. No judgment or lien has been entered and/or recorded in any court of the State or of the United States against said Affiant(s) which remains unsatisfied; that no proceedings in bankruptcy has been instituted by or against Affiant(s) in the U.S. Bankruptcy Court sitting in any State or territory of the United States within the last seven (7) years.
7. The undersigned Affiant(s) is/are single/married, and, if married, have been continuously married to each other since first taking title to the property.
8. As to taxes and assessments, there are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, that there are no unpaid or delinquent water or sewer or service charges against said premises; that the Affiant(s) has/have not received notice of nor have actual knowledge of any recent or future planned improvements (such as street or alley paving, sidewalks, street lighting surface drainage, etc.) that will or might result in a special assessment against this property; that Affiant(s) have no actual knowledge of any unpaid homeowners, condominium, or other related special assessments regarding the property.
9. I/We have received no notice of the violation of any zoning law or ordinance, of any subdivision laws or ordinances or of any restrictive covenants affecting the property.
10. I/We have no actual knowledge of any encroachments of improvements onto adjoining properties including but not limited to walls or fences nor do I/we have any actual knowledge of the encroachment of improvements into drainage and utility easement areas.
11. I/We have never had my/our access (whether vehicular or pedestrian) to and from a public street disputed or limited in any way.

12. I/We have no actual knowledge of any problems relating to either the issuance of a building permit, or the failure to obtain one for any improvements to the property.
13. No proceedings in Bankruptcy have been instituted by or against me/us in any court in any state.
14. I/We agree that in consideration of the Company issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title)(the "Gap"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the Gap. The Owner further agrees to hold harmless and indemnify the Company against all losses, expenses, costs and fees (including, but not limited to, attorney fees) which may arise out of the Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. The foregoing hold harmless and indemnity shall not be effective with respect to any encumbrance, lien or other objectionable title matter which is of record at the time the documents creating the interest are delivered to the Clerk's Office for recordation or of which the Company becomes aware prior to recordation, unless the owner consents to recordation after it has been advised of the existence of such encumbrance, lien or other objectionable matter.
15. I/We understand that this Affidavit is made to induce the Company to issue an enhanced coverage owners and/or loan policy on the property without exception to any adverse matters that would be disclosed by this affidavit.
16. Affiant(s) further state(s) that he/she/they is/are each familiar with the nature of an oath; and with the penalties as provided by Virginia law for falsely swearing to statements made in an instrument of this nature.

\_\_\_\_\_(SEAL)  
 John Doe

\_\_\_\_\_(SEAL)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_