

**BUYER'S AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE UNDERSIGNED, ("Affiant"), being first duly sworn, deposes and says:

1. This Affidavit is made with respect to the real property owned by \_\_\_\_\_, ("Seller"), and more particularly described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
located at \_\_\_\_\_  
\_\_\_\_\_.
2. Affiant is receiving a conveyance of said real property by the SELLER, on this date. Affiant further affirms that said conveyance meets the requirements of the AGREEMENT FOR SALE AND PURCHASE, hereinafter referred to as "Contract", have been obtained, pursuant to the terms of said Contract, and that all conditions pertaining thereto have been met.
3. a. All inspections of the property have been made by the Affiant, and the Affiant is satisfied that the real property is "as agreed" by and between the parties at the time of execution of the Contract.  
  
b. With the exception of set-off rights specifically enumerated under the Contract, the BUYER hereby waives any and all defenses to collection and enforceability of the promissory note executed contemporaneously herewith, if so applicable, as well as any and all causes of action which may arise pursuant or incidental to this transaction based upon facts or matters either known to or reasonably ascertainable by the BUYER, or the BUYER'S legal or accounting representative.
4. Affiant has made arrangements for and has secured all assignments of rents and leases called for in the Contract concerning the transfer of the SELLER'S interest in the leasehold of real or personal property.

5. If necessary and required by the terms of the Contract, Affiant has made arrangements for the orderly transfer of all utilities currently servicing any real property or leasehold being transferred as a part of this transaction, including, but not limited to, all telephone service or numbers, electrical service, and garbage services. Affiant further acknowledges that he will be prospectively liable for all telephone service charges and yellow page advertising charges that are relevant to any telephone numbers being transferred.
6. The BUYER expressly acknowledges that the BUYER is an experienced investor and individual and is sufficiently experienced to determine the risks inherent therein. Both parties understand this transaction and further the BUYER acknowledges that all or a part of the investment could be lost, and knowingly accepts that risk without duress or coercion.
7. The BUYER hereby waives, in execution of this Affidavit, and in consummation of this transaction, any and all reliance upon any representation or warranty of SELLER, either expressly given or required by law, and acknowledges that while said representations may have induced BUYER to execute the Contract, the BUYER hereby relinquishes any and all further reliance.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
AFFIANT

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_, who is personally known to me or who produced Drivers License Number \_\_\_\_\_, issued by the state of \_\_\_\_\_, as picture identification.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_