

Chicago Title Insurance Company
BUYER(S) JUDGMENT AND LIEN AFFIDAVIT

RE: **1234 Q Street, N.W., Unit 123, Washington, DC 20009 (the "Property")**
File No. **02-7172DH**

The undersigned, having first been duly sworn, hereby states and affirms that his/he/itsr name is John Patrick McIlvaine, and his/he/its corresponding Social Security Number (taxpayer ID number(s)) is/are:

John C. Smith	<u>123456789</u>	Telephone : _____
Mary B. Smith	<u>234567890</u>	Telephone: _____

and his/her/its preferred mailing address for the original Deed and any other future correspondence and funds is: _____ ZIP _____, ATTN: _____; and that he/she/it has never been known by any other legal names. The undersigned further acknowledges that he/she/it is not a defendant or accused named in any liens, judgments and/or complaints impacting or relating to or naming the Property, and that he/she/it is not aware of any claims of the same nature made by third parties.

The undersigned, hereby makes this affirmative oath with the specific understanding that such oath is being relied upon by **Avenue Settlement Corporation**, acting as agents for **Chicago Title Insurance Company** to insure the title to the captioned property for the benefit of **First Bank and Mortgage Corporation**. The undersigned hereby agrees to defend, indemnify and save and hold harmless **Avenue Settlement Corporation** and **Chicago Title Insurance Company** for any claims arising from the above stated judgments liens, or any other such liens related to Buyer(s) as may appear of record in connection with this property at a later title update, if any action is brought against the captioned and insured property.

BANKRUPTCY: No proceedings in bankruptcy have ever been instituted against the undersigned, nor has protection under applicable bankruptcy laws been applied for by the undersigned or any party to be in interest in the property.

JUDGMENTS/LIENS: I/We know of no action or proceeding relating to any Buyer(s) which is now pending in any state or federal court in the United States nor do I/We know of any state or federal judgment or any federal lien of any kind or nature whatsoever, child support lien or spousal support lien, against any Buyer(s).

This document shall be construed as a specific power of attorney: The undersigned hereby appoint(s) a representative of AVENUE SETTLEMENT CORPORATION and/or AVENUE COMMERCIAL TITLE COMPANY as his/her/their/its attorney-in-fact to correct clerical errors on all documents necessary to effectuate the closing, and to sign and re-sign the HUD-1, FP-5, FP-7, deed and all other such documents, for a period of SIX (6) months post closing. The undersigned acknowledges and understands that, pursuant to federal law, no employee or officer of **Avenue Settlement Corporation** represents the undersigned, seller, lender, or any other party to this transaction as its legal counsel. Parties are encouraged to seek separate legal counsel in the event of a material dispute prior to closing.

WITNESS my/our hand(s) this _____ day of December, 2002.

John C. Smith [SEAL]

Mary B. Smith [SEAL]

District of Columbia: SS:

Subscribed and sworn before me this _____ day of December, 2002.
