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| ODOT RE 45Rev. 03/2021 |  |  | AffidavitSeller |
|  |  | COUNTY |       |
|  |  | ROUTE |       |
|  |  | SECTION |       |
|  |  | PARCEL |      -      |
|  | **AFFIDAVIT BY SELLER(S)** |  |
| State Of Ohio  |  |  |
| COUNTY OF | Choose an item. | : SS |  |
|  |

\*Name(s) of Seller(s)\* [“Seller”; “Seller” includes all of the foregoing named persons or entities each of whom has signed this Affidavit] having been first duly cautioned and sworn according to law, states that Seller is on the date of these presents selling and conveying to the State of Ohio, for the use and benefit of the Department of Transportation [“Purchaser”], the real estate described as a portion of Auditor’s Permanent Parcel Number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , Choose an item. County, Ohio.

Seller states further that there are no liens or encumbrances on said real estate except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

Seller states further that no liens have been created by Seller or acquired by any person on said premises since the date Seller entered into a certain agreement with Purchaser for the sale and purchase of said real estate; and further that from the delivery of Seller’s conveyance instrument(s) on the same date as this Affidavit through the recording date of such conveyance instrument(s) Seller will not cause or permit any act resulting in the creation of any lien, encumbrance or claim on or against said real estate.

Seller states further that there are no unpaid claims for labor, materials, or equipment on said real estate as a result of any improvements, repairs or alterations to the premises described above for which a mechanic’s lien or other claim could be filed by any person or company.

Seller states further that Seller is in actual or constructive possession of said real estate, and that no person or company has any contract for the purchase of the same, or any part thereof, except the abovementioned agreement with the Purchaser for the sale and purchase of said real estate; and, further that Seller is of full age, under no restraint or disability, lawfully authorized to convey said premises, and that Seller has executed this affidavit for the purpose of inducing Purchaser to pay the purchase price agreed upon in the abovementioned agreement for the sale and purchase of the subject real estate and to complete the transaction contemplated therein.

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 Seller(s)

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| Sworn to before me and subscribed in my presence this |       |  day of |       | , 20 |       |
| No oath or affirmation was adminstered to \*Name(s) of Seller(s)\* with regard to this notarial act. |

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| Notary Public |
| My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |