

DEBTS LIENS AND POSSESSION AFFIDAVIT

Date: December 21, 2021
GF#: FT-131-9001312100938
Title Company: Fidelity National Title Agency, Inc.
(including address) 1125 Executive Circle, Suite 200, Irving, TX 75038
Underwriter: Fidelity National Title Insurance Company
(including address) P.O. Box 45023, Jacksonville, FL 32232-5023
Seller: Nepali Cultural & Spiritual Center, a Texas nonprofit corporation
Affiant: Binay K Aryal and Sirjana Sharma Pokhrel
Property: 2016 W Grauwlyer Road, Irving, TX 75061

Affiant on oath swears that the following statements are true:

Entity I am the Chairperson (Title) of Nepali Cultural & Spiritual Center, a Texas nonprofit corporation, a Corporation (Type of Entity), the Owner/Borrower. I am over the age of 18 years and I am fully competent to execute this affidavit. I am executing this affidavit as an individual and in my representative capacity on behalf of Owner/Borrower.

Entity I am the Secretary (Title) of Nepali Cultural & Spiritual Center, a Texas nonprofit corporation, a Corporation (Type of Entity), the Owner/Borrower. I am over the age of 18 years and I am fully competent to execute this affidavit. I am executing this affidavit as an individual and in my representative capacity on behalf of Owner/Borrower.

1. There are no parties occupying, renting, leasing, residing or possessing the Property or any portion thereof, nor is Affiant aware of any parties claiming title to the subject Property or any portion thereof by reason of adverse possession, except the following (if none, insert none below):

None

2. There are no unpaid debts for any personal property or fixtures that are located on the Property, and no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreements, or otherwise, except the following (if none, insert none below):

None

3. There have been no improvements or repairs constructed on the Property within the preceding five (5) months.

There have been improvements or repairs constructed on the Property within the preceding five (5) months, but said improvements or repairs have been completed and all labor and materials used in the construction of improvements or repairs on the Property have been fully paid and satisfied, except the following (if none, insert none below):

4. There are no loans or liens (including federal tax liens, state tax liens and judgment liens), unpaid taxes (ad valorem, state or federal), assessments, and/or homeowners' association dues, or other charges of any kind on or against the Property, except the following (if none, insert none below):

None



DEBTS LIENS AND POSSESSION AFFIDAVIT (Continued)

AFFIANT UNDERSTANDS THAT THE PAYOFF AMOUNT(S) ON LOANS AND LIENS LISTED ABOVE ARE IN ACCORDANCE WITH STATEMENTS GIVEN BY THE SECURED PARTY AND SHOULD THE SECURED PARTY REQUIRE ANY ADDITIONAL AMOUNT IN ORDER TO RELEASE SAID LOANS, AFFIANT (AND OWNER/BORROWER IF OWNER/BORROWER IS AN ENTITY) AGREES TO PAY THAT ADDITIONAL AMOUNT AND HOLD ESCROW AGENT AND ITS UNDERWRITER HARMLESS FROM SUCH ADDITIONAL AMOUNT AND ANY OTHER LIEN NOT SPECIFICALLY REFERENCED ABOVE.

- 5. There are no paving liens of any kind or character or paving claims outstanding against the Property, and no petitions have been signed for the paving of any street or alley adjoining the Property, and Affiant knows of no petitions being circulated for pavement of the streets, alley or sidewalks adjacent to the Property.
- 6. There are no lawsuits or claims pending against Owner/Borrower, except the following (if none, insert none below):

None
- 7. Affiant realizes these representations are made to induce the Title Company and its underwriter to insure the title to the subject Property and that the Title Company and its underwriter are relying upon the truth of said statements. In consideration thereof, Affiant/Owner/Borrower hereby agrees to indemnify and hold harmless Title Company and its underwriter, their successors and assigns, from any claims, costs, damages, causes of action, expenses and attorney fees in any way arising from the inaccuracy of the above representations. Affiant further recognizes that any false or fraudulent representations knowingly made in this Affidavit may subject Affiant/Owner/Borrower to criminal liability.
- 8. For the purposes of this affidavit, where the context requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and (iii) the use of any gender shall include all genders.

Nepali Cultural & Spiritual Center, a Texas nonprofit corporation

BY: *Binay K Aryal*
Binay K Aryal
Chairperson

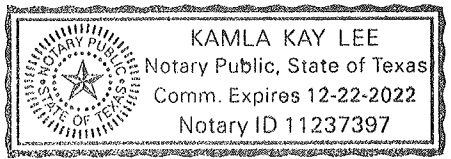
BY: _____
Sirjana Sharma Dhakal
Secretary

State of Texas
County of Dallas

Sworn to and subscribed before me on December 21, 2021 by Binay K Aryal as Chairperson and ~~Sirjana Sharma Dhakal as Secretary~~, of Nepali Cultural & Spiritual Center, a Texas nonprofit corporation, a Texas corporation, on behalf of said corporation.

(Personalized Seal)

[Signature]
Notary Public's Signature



DEBTS LIENS AND POSSESSION AFFIDAVIT

(Continued)

AFFIANT UNDERSTANDS THAT THE PAYOFF AMOUNT(S) ON LOANS AND LIENS LISTED ABOVE ARE IN ACCORDANCE WITH STATEMENTS GIVEN BY THE SECURED PARTY AND SHOULD THE SECURED PARTY REQUIRE ANY ADDITIONAL AMOUNT IN ORDER TO RELEASE SAID LOANS, AFFIANT (AND OWNER/BORROWER IF OWNER/BORROWER IS AN ENTITY) AGREES TO PAY THAT ADDITIONAL AMOUNT AND HOLD ESCROW AGENT AND ITS UNDERWRITER HARMLESS FROM SUCH ADDITIONAL AMOUNT AND ANY OTHER LIEN NOT SPECIFICALLY REFERENCED ABOVE.

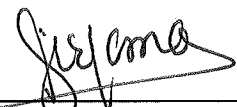
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- 8. For the purposes of this affidavit, where the context requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and (iii) the use of any gender shall include all genders.

Nepali Cultural & Spiritual Center, a Texas nonprofit corporation

BY: _____
Binay K Aryal
Chairperson



BY: _____
Sirjana Sharma Dhakal
Secretary

State of Texas

County of _____

Sworn to and subscribed before me on _____ by Binay K Aryal as Chairperson and Sirjana Sharma Dhakal as Secretary, of Nepali Cultural & Spiritual Center, a Texas nonprofit corporation, a Texas corporation, on behalf of said corporation.

(Personalized Seal)

Notary Public's Signature

