SELLER’S AFFIDAVIT OF TITLE with INDEMNITY

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_} ss.: Title No.\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn deposes and says:

1. I/We will reside at (Forwarding address: **\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and am an/the owner of the premises located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_which I/we am/are selling on this date. I/we am/are the same person(s) as named as grantee(s) in deed recorded at CRFN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. I/We have not been known by any other name in the last ten years except: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. I/We am/are not a “foreign person” as that term is defined in Section 1445(f) of the Internal Revenue Code and not subject to backup withholding. My/our social security number is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. I/We have owned the premises since \_\_\_\_\_\_\_\_\_\_\_, peaceably and undisturbed. To my/our knowledge, my/our title has never been questioned. I/We know of no reason any other person might claim any right, title or interest in or to any portion of the premises. My/our possession was uninterrupted and continuous, open, notorious, hostile and adverse to all others and exclusive of the right or claim of any other person or persons.
5. During the time of ownership of the premises, I/We have conveyed no portion thereof, nor done any act or allowed any act to be done which has changed the boundaries of the premises; I/we have allowed no one to encroach upon the premises nor have I/we encroached upon any adjoining premises; I/We have allowed no easements, rights of way or other rites of passage to others over the premises and have no knowledge of such adverse rights unless specifically set forth in the annexed title report. There are no covenants, restrictions or agreements affecting the premises except those disclosed in the title report and those have not been violated.
6. There has not been any dispute with any neighbor with respect to the location of any structures or our property lines. The structures have been in existence in their current condition for at least 2 years. None of the improvements on the structures lie within the bed of the above mentioned street/road/avenue or other road type on which the premises resides.
7. There are no liens, judgments, environmental control board or parking violations against me. I/We have read the list of judgments and liens in the title report numbered above and that they are not against me, but a person of the same or similar name. I/We have never lived, conducted business or owned property at the addresses listed.
8. I/We have never declared bankruptcy or made an assignment for the benefit of creditors.
9. Real estate taxes, water charges, sewer rents and other assessments, if any, shown on the tax search as “subject to collection” have been paid to the date of closing with good funds and I indemnify \_\_\_\_\_\_\_\_\_\_\_\_\_ and its underwriter for any unofficial payments of real estate taxes, water charges, sewer rents and other assessments which show as unofficially paid at the time of closing, but subsequently are reversed.
10. I/We hereby affirmatively state to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its underwriter that the Real Estate Tax Exemption, as indicated on the tax search herein, is still in full force and effect and that all of the persons entitled to said exemption are still entitled to said exemption and no discounts were given for persons not entitled to the same.
11. There are \_\_\_\_\_\_\_\_\_\_\_\_ tenants, lessees or other persons in possession of any portion of the premises except:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. These tenants are month to month or pursuant to written lease for a term of not in excess of \_\_\_\_\_\_\_ months and do not have the right to renew. No lease contains an option to purchase the premises.

1. There have been no building or other improvements made to the premises with the last two years except: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All labor and materials have been paid for and no mechanic’s lien has been filed within the permissible of filing.
2. I/We have no notice as to installation or repair of sidewalks, curbs, lot clearance or emergency repairs.
3. There are no outstanding Contracts for Sale of the premises except for this transaction.
4. FOR NEW YORK CITY PROPERTY:

a) There are no street vaults adjoining the premises.

b) Except as disclosed in the title report, I have not received any notices or violations from the:

- NYC Fire Department, - NYC Department of Buildings including Emergency Repair Notices.

- NYC Highway Department for Sidewalk or Curb repair or installation - NYC Environmental

Control Board - NYC Department of Housing Preservation and Development.

1. There has been no work performed by any agency of the City of New York to cure problems under the New York City Hazardous Substances Emergency Response Law, nor can any lien be incurred pursuant to the aforementioned statute. The undersigned agrees to indemnify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its underwriter from any loss, cost or damage for any lien incurred up to the date of this affidavit, whether filed or unfiled.
2. I am not/neither of us are a party in any matrimonial action brought to obtain a separation, a divorce, an annulment, a declaration of the validity, nullity, or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property.
3. I/We currently reside at the premises herein and have not at any time been a patient in a nursing facility or medical institution, while receiving medicaid from the Department of Social Services.
4. The title company is making the following payments on my/our behalf: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** In the event the amount taken at closing is insufficient to pay the lien in full, I/we understand that I/we am/are responsible for any shortage, will pay the shortage promptly on demand and I/we indemnify the title company for any loss it may incur.
5. There are no credit line mortgages open affecting the property. In the event that there are any open credit line mortgages affecting the property, I/we hereby cancel my/our right to draw against said credit line and direct that such mortgage(s) be satisfied of record.

I/we make this Affidavit knowing that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its underwriter rely upon the truth of the statements made herein in issuing a policy of title insurance and agree to indemnify them for any loss caused by any negligent or intentional misrepresentation made herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to before me this \_\_\_\_\_\_

day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public - Stamp/Seal