

# AFFIDAVIT AS TO UNSATISFIED MORTGAGES

State of New York  
County of \_\_\_\_\_

Title No. \_\_\_\_\_

The undersigned being duly sworn, do hereby swear, depose and state as follows:

1. I/We have been informed that the title to the property insured under the Title Number referenced above is encumbered by the following open mortgage(s): (see attached)  
\_\_\_\_\_.
2. On or about \_\_\_\_\_, I/we paid off the mortgage(s) in full. However, the lender(s) did not satisfy the mortgage(s) of record.
3. After making a diligent search, I/we have been unable to locate the original satisfaction of mortgage(s).
4. Since the date of payment, no demand has ever been made upon me/us for any further payment under or pursuant to the mortgage(s) nor have I/we ever been served with any notice, subpoena, summons or compliant regarding the foreclosure of the mortgage(s). Since the date of payment, I/we have not acknowledged nor ratified the debt of the mortgage(s).
5. I/We acknowledge that based upon and in reliance upon the foregoing statements Eagle Abstract Corp. and its respective underwriter (hereinafter called the "Title Companies") will omit the mortgage(s) as an exception to title under the mortgage policy issued pursuant to the Title Number referenced above. I/We affirm that the title companies are entitled and justified to rely upon my/our statements.
6. I/We further acknowledge that the title companies will omit the mortgage(s) as exceptions to title "for fee and mortgage purposes". I/We understand that the title companies are omitting the mortgage(s) for my/our sole and personal benefit, that I/we have accrued no further rights thereunder and the title companies have no liability to me/us for so doing.
7. I/We will continue to use my/our best efforts to locate the satisfaction(s) of the mortgage(s) and have the satisfaction(s) recorded so that the mortgage(s) can be discharged or record.
8. It is the clear understanding of the undersigned that the aforementioned indemnity is given to induce Eagle Abstract Corp. and its respective underwriter to waive its requirement of an escrow deposit by the undersigned and shall be relied upon by Eagle Abstract Corp. and its underwriter in the issuance of its policy of title insurance under the above captioned title number. If the above mentioned item is not finally disposed of, Eagle Abstract Corp. and its underwriter will look solely to the undersigned under the terms of this indemnity agreement. In addition, the undersigned hereby agrees to hold harmless Eagle Abstract Corp. and its underwriter from any loss, claim or damage which may result from any of the above mentioned matter(s).

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public