

# ANCIENT MORTGAGE AFFIDAVIT

Title No.: \_\_\_\_\_  
Exception No.: \_\_\_\_\_  
Premises: \_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

being duly sworn, do/does hereby depose and state as follows:

1. I am/We are the owner(s) of premises known as \_\_\_\_\_ and more particularly bounded and described in Schedule A of the above mentioned title report.
2. I/We acquired title to said premises by deed dated \_\_\_\_\_ recorded \_\_\_\_\_ in Liber \_\_\_\_\_ Page \_\_\_\_\_.
3. On \_\_\_\_\_, [mortgage date] \_\_\_\_\_ [mortgagor] made a mortgage to \_\_\_\_\_ [mortgagee] in the amount of \$ \_\_\_\_\_ [must be \$25,000.00 or less]. Said mortgage was recorded on \_\_\_\_\_ in \_\_\_\_\_ County in Liber \_\_\_\_\_ Page \_\_\_\_\_.
- 4a. The maturity date of the mortgage was \_\_\_\_\_ [maturity date must be at least twelve (12) years ago].  
OR
- 4b. The mortgage contains no stated maturity date but said mortgage has been recorded for at least 30 years.
5. Said mortgage is still open of record. No satisfaction of mortgage has been recorded.
6. This mortgage has not been recited in the chain of title for 12 years or more.
7. No payment of principal or interest has been made nor has any demand for payment of principal or interest been made for \_\_\_\_\_ years [must be at least 12 years].
8. That I/we as the present owner(s) of the premises am/are not the mortgagor(s) or an ancestor of the mortgagor(s) and there has been one or more transfers of title to a bona fide purchaser for consideration since the making of this mortgage.
9. Said mortgage is paid in full and there is no outstanding indebtedness owed by the above named mortgagor to the above named mortgagee, its successors and/or assigns.
10. That I/we make this Affidavit to induce the Eagle Abstract Corp. and its underwriter (the Company) to issue its title policy(ies). The statements made herein are based upon my/our actual knowledge of the facts. I/we realize that the Company is relying upon the truth of the statements herein contained as a basis for the issuance of its title policy(ies) and I/we acknowledge that the Company is entitled to so rely. In further consideration of the Company issuing its title policy(ies), I/we agree to fully protect, defend, indemnify and hold Company forever harmless for any loss, liens, claims, costs, expenses (including, but not limited to court costs, legal fees and expenses which the Company may incur to enforce this indemnification), or damage which Company may incur because of or arising from this Affidavit, or as a result of Company's acceptance of and reliance upon this, my/our Affidavit, or from Company having to perform or take any action under the Title Policy to cure, remove, compromise, satisfy, discharge, or dispose of any lien, encumbrance or objection to title affecting the Property and not disclosed in this Affidavit.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_.

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