

# COOPERATIVE SELLER'S AFFIDAVIT

State of New York )  
County of ) ss.:

Title No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
Premises: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Social Security No. \_\_\_\_\_  
\_\_\_\_\_ Social Security No. \_\_\_\_\_

being duly sworn, do(es) hereby depose and state as follows:

1. That I/we have not been known by any other name in the past ten (10) years except: \_\_\_\_\_ and that there are no Open Judgments, Federal or State Tax Liens, Parking Violations, Judgments, Environmental Control Board Liens, Transit Adjudication Bureau Liens, Bankruptcies or any other lien against me in any jurisdiction.
2. That any Judgments or Liens, returned in the above captioned report of title are not against your deponent, but, against someone of the same or similar name, and that I have never resided at nor done business at any of the addresses listed therein.
3. That I am/we are in sole possession of and occupy the apartment/unit set forth in Schedule A herein; that I/we have owned the apartment unit since \_\_\_\_\_; that there are no statutory rights of possession in and to said apartment/unit in any "non-purchasing tenant", "eligible senior citizens" or "eligible disabled persons" as defined in Section 352eee and 352eeee of the New York General Business Law and that there are no rights of possession in any other persons by Lease or otherwise.
4.
  - a. That there is no loan, security interest, pledge, disposition, assignment or lien upon the shares of stock or proprietary lease other than those as evidenced by the UCC-1(s) set forth in the above title report.
  - b. Seller/Owner has not previously pledged, sold, hypothecated or created any security interest in the shares of stock or proprietary lease which remains unsatisfied at time of closing;
  - c. The shares of stock and the proprietary lease for the Apartment/Unit have not been the subject of a levy of execution by a sheriff or marshal;
  - d. No labor or material have been furnished to the Apartment/Unit for which payment has not been made in full;
5. That the apartment/unit is my/our sole residence and I/we do not own, rent, or occupy any other places of residence, whether permanent or temporary. If the apartment/unit is not my/our sole residence, all other additional residences are as follows: \_\_\_\_\_.
6. That premises being insured is known as \_\_\_\_\_, New York.
7. 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 \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Notary Public