

# AFFIDAVIT IN CONNECTION WITH REAL PROPERTY LAW 265-A

## HOME EQUITY THEFT PREVENTION ACT (Seller’s Affidavit-Seller in Foreclosure or Default)

State of New York            )  
County of \_\_\_\_\_        )        ss.:        Title No.: \_\_\_\_\_  
Exception No.: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Premises: \_\_\_\_\_

\_\_\_\_\_, being duly sworn does depose and say:

1. I/we reside at \_\_\_\_\_.
2. I am/we are the owner(s) of the Real Property known as \_\_\_\_\_ ( the “Real Property”) and I am/we are about to sell the Real Property to \_\_\_\_\_.
3. My primary language is \_\_\_\_\_.
4. The Purchaser(s) gave me/us notice that I/we have a limited period of time to cancel the contract. The contract is dated \_\_\_\_\_, and the Purchaser(s) advised me/us that I/we had until \_\_\_\_\_ to cancel the contract. I/We have not exercised my/our right to cancel the contract.
5. I/We have moved out, or will be shortly moving out of the Premises. The Purchaser(s) has/have not, and will not, be leasing any part of the Premises to me/us. The Purchaser(s) has/have not told me that I/we have the right to buy back the Premises, or that in any manner or under any circumstances will I/we be able to move back into the Premises at a future date.
6. The Purchaser(s) has/have not told me that he/she/they/it is assisting me/us to retain ownership of the Premises or to reacquire the Premises in the future.
7. No consideration was paid by the Purchaser(s) to me/us or to my/our attorney until after my/our right to cancel the contract expired.
8. I/we give this affidavit knowing that Eagle Abstract Corp. and its underwriter Fidelity National Title Insurance Company will rely upon the truth of the statements made above in issuing its policy of title insurance.

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

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

