

LOST NOTE/MORTGAGE AFFIDAVIT

Title No.: _____
Exception No(s). _____
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 ↑ mortgagee(s) ↑ last holder/assignee of a certain mortgage dated _____, made by _____ as Mortgagor(s) to _____ as Mortgagee, in the principal sum of \$ _____ and recorded on _____, in Liber _____ page _____, in the Office of the Clerk of the County of _____.

2. Said mortgage has **NOT** been sold, transferred or assigned to any person or entity except as follows:

_____.

3. The original Mortgage and Bond or Note and any related Assignments and/or Affidavits that the above said mortgage has NOT been further pledged have been misplaced and cannot be located and are presumed lost and/or destroyed. In the event that said original Mortgage and Bond or Note is found, it will be marked "Paid in Full" and delivered to Eagle Abstract Corp.

4. I/We hereby agree to indemnify and hold harmless Eagle Abstract Corp. and it's underwriter from any loss, claim or damage, including but not limited to attorney fees, that may arise by reason of foreclosure or other action commenced to enforce the above mortgage, or as a result of a breach of the above representation.

5. 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.

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)