

MORTGAGE/JUDGMENT INDEMNIFICATION AFFIDAVIT

TITLE NO. _____
DATE: _____
PREMISES: _____

STATE OF NEW YORK)
COUNTY OF _____)

Re: Mortgage(s)/Judgment(s) held or serviced by:

Deponents: _____, _____ and _____
being duly sworn do/does hereby depose and say:

1. The undersigned owns and is about to sell or mortgage the above property.
2. I am aware of the payoff letter(s) of the above named mortgagee or servicer dated _____, showing the principal balance(s) and interest due, per diem interest, and all other amounts required to satisfy the existing mortgage(s) and/or judgment(s) and have reason to believe that the same are correct in all respects.

3. In consideration of your omitting the existing mortgage(s)/judgment(s) from your title policy to be issued, I hereby request you to cause the check(s) totaling \$ _____ \$ _____ \$ _____, delivered to you herewith, to be transmitted promptly to the payee(s) of the check in satisfaction of my existing mortgage(s)/judgment(s) indebtedness, and do hereby agree to pay to you, on demand, any additional monies required by the holder(s) or servicer(s) of said mortgage(s)/judgment(s) to enable you to obtain a satisfaction(s) thereof, in recordable form, including but not limited to any deficiency in the amount to be paid to said mortgagee(s)/judgment creditor(s), the cost of recording any intermediate assignment(s) not presently of record, and any deficiency in real property taxes which the mortgagee(s) or servicer(s) has/have paid or may pay.

That if Eagle Abstract Corp. or its underwriter is required to obtain and record a duplicate satisfaction that deponent will pay for the duplicate satisfaction, if necessary, and for the recording of same up to a cost not to exceed \$200.00.

If any account is a revolving or home equity account, any and all checks have cleared my account and there are no checks outstanding. I understand that if said account is not closed, it is my responsibility to make sure that it will be closed immediately, and if there is/are any outstanding balance(s) and/or sum(s) due, I will pay such balance(s) and/or sum(s) immediately.

4. To assure you of my availability for the purpose of reimbursing you under paragraph 3, I freely furnish you with the following information:

SOCIAL SECURITY NO.: _____ (_____ name)
EMPLOYER: _____
SOCIAL SECURITY NO.: _____ (_____ name)
EMPLOYER: _____

5. After the completion of this transaction, my permanent address will be: _____ Phone Number: _____

6. In the event that I leave the state, I can be contacted through the following person: (Indicate relationship-child, brother, etc.)
NAME: _____ RELATIONSHIP: _____
ADDRESS: _____ Phone Number: _____

7. I authorize the delivery to you of the bond or note, mortgage satisfaction, judgment satisfaction, fire insurance policy/ies and any other papers pertaining to the mortgage/judgment.

8. AUTHORIZATION AND RELEASE: To Whom It May Concern:

****I/We hereby authorize you to release to EAGLE ABSTRACT CORP. information concerning: Banking and Saving Account(s) of record, Mortgage loan payoff statement reflecting loan balance, judgment payoff statement and tax information and any other information deemed necessary in connection with a real estate transaction. A photographic, carbon or fax copy of this authorization and signature(s) shall be deemed to be the equivalent of the original and may be used as a duplicate original. This Authorization shall remain in full force and effect until terminated by me in writing.**

****The Lender has the right to deduct any shortages from the escrow account, if any.**

****If the mortgage being paid off is an EQUITY SOURCE/LINE OF CREDIT ACCOUNT, I/we hereby consent to have the account frozen and request and authorize the holder of the mortgage to accept the payoff check(s) as Full Settlement and CLOSE THE ACCOUNT immediately upon receipt and issue a satisfaction piece within the required time period.**

9. That I make this affidavit to induce Eagle Abstract Corp. and its underwriter to issue its policy of title insurance to the property knowing that they are relying upon the truth of the statements made by me/us in this affidavit. That the statements made herein are based upon my/our actual knowledge of the facts. 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 _____.

