

# AFFIDAVIT REGARDING OUT OF POSSESSION

## To be signed by Seller(s)

State of New York ):  
County of ): ss.:

Title No.: \_\_\_\_\_

\_\_\_\_\_ ,  
being duly sworn, do/does hereby depose(s) and state(s) as follows:

1. I am/We are the owners of premises known as \_\_\_\_\_, which is more particularly described in Schedule A of the above mentioned title report and which is shown on the survey dated \_\_\_\_\_ made by \_\_\_\_\_ [surveyor] that I/we have reviewed.
2. I/We have owned and occupied said premises for the past \_\_\_\_\_ years. I am/We are aware that the \_\_\_\_\_ [fence, hedge, etc.] located along the \_\_\_\_\_ [Northerly, Southerly, Easterly, Westerly] line of our property is located \_\_\_\_\_ feet \_\_\_\_\_ [North, South, East, West] of said \_\_\_\_\_ [Northerly, Southerly, Easterly, Westerly] line of our property.
3. I/We hereby acknowledge that I/we have maintained the property located along the \_\_\_\_\_ [Northerly, Southerly, Easterly, Westerly] portion of the property for the past \_\_\_\_\_ years, said area being \_\_\_\_\_ . [grass, woods, etc].
4. I/We hereby acknowledge that my/our ownership has been uninterrupted and continuous; open and notorious; and hostile and adverse to all others and exclusive of the right or claim of any person or entity; and title has never been questioned. No person or entity has ever made any claim, adverse or otherwise, whereby my/our possession or ownership might be called in question.
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)