

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 and state 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.

Sworn to before me this _____
day of _____, _____.

Notary Public