

TRUST 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 _____ [Trustee(s)/Settlor(s)-Grantor(s)] of the Trust Agreement entitled:

2. The copy of said Trust Agreement made by _____
as Settlor(s)/Grantor(s), dated _____ which was submitted to Eagle Abstract Corp. for review was a true and accurate copy of the entire Trust Agreement and that there are no amendments to this Trust Agreement other than the following amendment(s) _____ [if none, state none] which was/were submitted to Eagle Abstract Corp. for review.

3. The above named Settlor(s)/Grantor(s) of the above referenced Trust Agreement has/have not revoked said Trust and the Trust is still in full force and effect as of the date of the following transaction which affects the above referenced premises, said premises being more particularly described in Schedule "A" of the above mentioned title report:

Sell/Convey the above referenced premises to the purchaser(s) for consideration in the amount of \$ _____.

OR

Purchase the above referenced premises for consideration in the amount of \$ _____.

OR

Mortgage/Refinance the above referenced premises for a loan amount of \$ _____.

4. The above named Settlor(s)/Grantor(s) are fully aware that the subject premises are being sold and he/she/they authorize(s) said sale. He/She/They no longer reside at the subject premises and have relocated/will be relocating to the following address: _____.

5. _____, the Trustee(s) under the abovesaid Trust Agreement has/have the authority to act as Trustee(s) and pursuant to the terms of the Trust may execute any and all necessary documents that may be required in connection with the above transaction and no provision will be violated by said act(s) by the Trustee(s).

6. That I/we individually and as Trustee(s) agree to indemnify and hold Eagle Abstract Corp. and its underwriter harmless from any loss, claim or damage (including but not limited to attorney's fees and court costs) which may arise by reason of the Trustee(s) of the above referenced Trust Agreement not having the authority to act.

7. 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.

Signature and Title

Signature and Title

Signature and Title

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)