

# TRUST AFFIDAVIT

State of New York )  
County of ) ss.:

Title No. \_\_\_\_\_  
Premises: \_\_\_\_\_  
Exception No(s): \_\_\_\_\_

\_\_\_\_\_, 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 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. The statements made herein are based upon my/our actual knowledge of the facts.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

