

Eagle Abstract Corp.

INDIVIDUAL

Title No.: _____

STATE OF NEW YORK):
COUNTY OF _____): ss.:

SELLER/OWNER AFFIDAVIT

Exception No(s): _____

Premises: _____

Soc.Sec.No.: _____

Soc.Sec.No.: _____

Soc.Sec.No.: _____

being duly sworn, do/does hereby depose and state as follows:

1. That I am/we are not a non-resident, foreign-alien person(s) and I/we have not been known by any other name in the past ten (10) years except : _____ and that there are no Open Judgments, Federal or State Tax Liens, Parking Violations Judgments, Environmental Control Board Liens, Transit Adjudication Bureau Liens, Bankruptcies or any other Liens against me/us in any jurisdiction.
2. That Judgments or Liens returned in the above captioned report of title are not against your deponent, but are against someone of the same or similar name, and that I/we have never resided at nor conducted business, maintained an office, or registered a motor vehicle at any of the addresses listed therein. Except as set forth in the title report issued under the above-referenced number, I/we have no actual knowledge of any liens or encumbrances on the property, such as judgments against me/us or mortgages, deeds executed in connection with the property, or lawsuits, administrative hearings or court proceedings involving the property.
3. That I am the same person who acquired title to the above premises by deed recorded in the _____ County Clerk's (Register's) Office in Liber (Reel)(CRFN) _____ page _____; and that during my/our ownership of the property, no person has at any time claimed any rights to use any portion of the property for any purpose.
4. That all **real estate taxes, water and/or sewer charges** and other assessments, if any, affecting the subject premises have been or will be paid and in the event said charges are not paid I/we agree to take all steps to make the necessary payment(s) and hereby agree to indemnify and hold Eagle Abstract Corp. and its underwriter harmless from any loss, claim or damage which may result from any unpaid charges.
5. That there are no street vaults, street vault charges or pending assessments affecting the premises herein and I/we have not received notice to install or repair the sidewalks and/or curbs on the premises herein.
6. That your deponent has filed and received the following **Tax Exemption(s)** on the real estate taxes payable on the aforementioned property: [list all that apply]: _____. Your deponent has been entitled to and was receiving the exemption(s) as shown on the tax search in the above title report, pursuant to the order of _____ County. In the event there are any property restoration charges due because of ineligibility on my/our part, I/we agree to pay same and indemnify and hold the Purchaser(s), Eagle Abstract Corp. and its underwriter harmless from any loss, claim or damage which may result from ineligibility, restoration and/or payment for same.
7. (a) There are presently **NO tenants** in said premises and I am/we are in possession of the entire premises.
OR (b) There are presently _____ **tenants** in said premises. Each of said tenants either (a) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future financing, including but not limited to mortgages, or (b) is statutory tenant. All persons in possession are in possession pursuant to written leases as tenants only. There are no options to purchase or rights of first refusal either pursuant to written lease or by separate agreements.
8. (a) That there has been no work performed upon the premises which may result or has resulted in the filing of a mechanic's lien within the permissible filing period or which would result in the filing of an Emergency Repair Lien and I/we have not been advised that any Emergency Repair Lien has been issued against the premises herein.
(b) That there has been no work performed upon the premises by the City nor has any demand been made by the City for any work that may result in charges or notices by the NYC Department of Rent and Housing Maintenance, Highway Department, H.P.D. Emergency Services, NYC Department of Environmental Protection for Water Tap Closing or any related work, or by the NYC Department of Health or any other Department or Agency of the City of New York and that there are no outstanding emergency repair liens, environmental control board liens, sidewalk liens or other municipal liens due to or from any governing municipal authorities.
9. That the undersigned hereby authorizes Eagle Abstract Corp. to correct any minor typographical and/or clerical errors on any or all closing documents executed in accordance with the abovementioned title number. If there are any discrepancies in transfer or mortgage taxes or title bill omissions or computation errors of title charges or payments made to third parties on my/our behalf, upon notification from Eagle Abstract Corp., I/we hereby agree to promptly deliver all monies required to pay said taxes or deficiencies.
10. That there is no other valid Contract of Sale for the within described premises other than the one executed between the seller(s) and purchaser(s) herein. That Seller(s) has/have reviewed the title report and affirm that he/she/they has/have not executed or presented for recording/filing any instrument affecting real property to the _____ County Clerk within the past 120 days that has not been disclosed herein.
11. 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 _____, 20_____

