

## TITLE AFFIDAVIT

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_)Title No. \_\_\_\_\_  
Premises \_\_\_\_\_

\_\_\_\_\_ being duly sworn, depose(s) and say(s)

I/we reside at \_\_\_\_\_ and am (one of the owner(s)/purchaser(s) of the premises described in the above numbered report.

I have not been known by any other name than \_\_\_\_\_ during the last ten (10) years.

There are no judgments, warrants, federal or state tax liens or bankruptcy proceedings against me/us in any court of this state or of the United State. The lien(s) in the above numbered title report are not against me/us, but (a) person(s) of similar name. I/we never resided or did business at the address(es) of the debtor(s) recited therein.

I have no notice to install or repair sidewalks and/or curbs on the premises described in the above numbered report.

I/We am/are the same persons as the grantees in the deed recorded in Liber \_\_\_\_page\_\_ and I/We am/are not (a) non-resident alien(s) as defined under the Internal Revenue Code Section 1445.

I/We am/are still entitled to the real property tax exemption(s) shown on the tax search included in the above numbered report.

That there has been no work, inspection or services conducted upon the premises by the City of New York or any of its agencies that may result in charges or liens against the insured premises.

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 subordinating said lease to all existing and future mortgagor (b) is a statutory tenant.

That no work has been done upon the premises that may result in the filing of a Mechanics Lien.

That there have been no mortgage(s) made by the Deponent herein other than the mortgage(s) shown in the above mentioned Title Report.

That since the date of acquisition of title, I have no knowledge of any claims, liens, contracts of sale, encumbrances or defects in title to the insured premises except those noted in the title report of the above mentioned title number. The mortgage being assigned if applicable is a valid lien, that it is not in default and that there are no defenses or offsets, in law or in equity, to such mortgage.

All Real Property Income and Expense Statements required to be filed for income producing property with the Department of Finance, City of New York, have been filed and any penalties charged for the late filing of any RPIE Statement have been paid. The (undersigned) (entity signing below) agrees to pay any such charge and any interest thereon, if unpaid, and to indemnify Abstracts, Incorporated for any loss, cost or damage resulting from any unpaid charge imposed for the failure to timely file any required Real Property Income and Expense Statement.

(I am not/neither of us are) a party in any matrimonial action brought to obtain a separation, a divorce, an annulment, a declaration of the validity, nullity or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property. (Strike if the closing instruments are not by a natural person or if they are being executed by a natural person and his or her spouse) (DRL Section 236)

I agree that in the event there is an error in computing any monies owed to a Municipality, Abstracts, Inc. or a Third Party, such monies will be paid within ten (10) business days of an invoice indicating such error.

That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

The property is not a restaurant, grocery store, wholesaler, retailer, stockyard or cattle/pig farm and the premises does not have any right interest or claim that may exist, arise or be asserted against the Title under a pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 191 et seq., or any similar state laws.

I/We made this affidavit knowing that Abstracts, Incorporated will rely on the statements made herein to issue a policy of title insurance under the above referenced title number.

Sworn to before me this  
Day of 20\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**PURCHASER'S HOME EQUITY THEFT PREVENTION AFFIDAVIT**

State of New York )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says;

1. I am the purchaser of the captioned premises and I am familiar with the contract of sale affecting said premises.
2. The transaction is exempt from the provisions of section 265-a of the Real Property Law (The Home Equity Theft Protection Act) because the premises herein is being purchased:

**PLEASE CHECK THE PROVISIONS THAT DO APPLY**

- (a) \_\_\_ for use as my primary residence and I will occupy the referenced premises as such;
- (b) \_\_\_ from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law;
- (c) \_\_\_ from \_\_\_\_\_, who is my spouse, grandparent, parent, child, grandchild or sibling. (circle ones that do apply);
- (d) \_\_\_ by a not-for-profit housing organization or a public agency;
- (e) \_\_\_ the statute is not applicable because I am a bona fide purchaser or encumbrances for value;
- (f) \_\_\_ is a sale authorized by statute;
- (g) \_\_\_ by order or judgment of a court

I make this affidavit knowing that Abstracts, Incorporated is relying on the truth of the statements made herein.

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

\_\_\_\_\_

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