



TITLE CLOSER

AFFIDAVIT

PACKET FOR

RWTEJ CUGT

PURCHASER AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

I, _____ being duly sworn, deposes and says:

1. That I am a buyer of the real property located at _____, _____, New York;
2. That I am not a "foreign person" as that term is defined in Section 1445(f) of Internal Revenue Code and not subject to backup withholding; my/our Social Security Number is 1. _____ 2. _____
3. _____ 4. _____
3. That (I)/(we) have not been known by any other name(s) married or single, during the ten years last past, except; _____
_____;
4. There are no Judgments including Environmental Control Board and Parking Violations Bureau Judgments or Local, State or Federal Tax Liens against me unsatisfied of record in the Courts of this and any State in the United States set forth in the annexed title report. If any, they are not against me but a person of similar name and I have never resided, registered a vehicle or conducted business at the premises indicated against the judgment debtor.
5. That no proceedings in bankruptcy have ever been instituted by or against me in any court or before any officer of any state, or the United States, nor have I at any time made an assignment for the benefit of creditors, nor an assignment, now in effect of the rents of said premises or any part thereof;
6. I/We hereby indemnify the Underwriter and Title Agency herein mentioned for any loss, cost, or damage that may arise by insuring against the enforced removal of any projections or encroachments.
7. I/We make this affidavit to induce the Title Agency and Underwriter herein mentioned, to issue its policy of Title Insurance.
8. I/We hereby indemnify the Underwriter and Title Agency herein mentioned for any loss or damage, which it may sustain because of any statements in this affidavit being false or fraudulent.
9. That I have no knowledge of any springs, streams, rivers, ponds or lakes bordering or running through the premises;
10. That there are no actions pending in any court that could affect the title to the premises or cause a lien thereon;
11. That this affidavit is given to the transferor of the property, _____ "The Underwriter" and _____ "The Title Agency"; and may be relied on for establishing the truth of all matters set forth herein and for documenting the nonforeign affidavit exemption to the withholding requirements of Section 1445 of the Internal Revenue Code.
12. Section 6409, Subdivision "C" of the insurance law requires that title companies offer either at or prior to closing an optional policy rider to cover the homeowner(s) for the future market value of his or her home.

PLEASE CIRCLE A or B and INITIAL

- A. _____ I choose to accept the Market Value Policy Rider at a cost of 10% of the current title insurance premium.
- B. _____ I do not wish to accept the Market Value Policy Rider for the increase in market value and elect to waive the offer for such coverage.

13. Deponent states that he/she has read the foregoing affidavit and knows of his/her own knowledge that the facts therein stated are true.

Subscribed and Sworn before me on the _____ day of _____ in the year 20____.

Notary Public

PURCHASER HOME EQUITY THEFT PREVENTION AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

THIS AFFIDAVIT MUST BE FILLED OUT COMPLETELY

I, _____ being duly sworn, deposes and says:

1. That I am a buyer of the real property located at _____, _____, New York and I am familiar with the contract of sale affecting said premises.
2. I have inspected the premises and it is vacant, there is no one residing at the property.
3. 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:
 - (a) for use as my primary residence and I will occupy the referenced premises as such; or
 - (b) from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law; or
 - (c) from _____, who is my spouse, grandparent, parent, child, grandchild, or sibling. *(strike out the ones which are inapplicable)*, or
 - (d) by a not-for-profit housing organization or a public agency; or
 - (e) the statute is not applicable because I am a bona fide purchaser for value; or
 - (f) is a sale authorized by statute: or
 - (g) by order or judgment of a court.
3. That this affidavit is given to the transferee of the property, _____ "The Underwriter" and _____ "The Title Agency"; and may be relied on for establishing the truth of all matters set forth herein.

Subscribed and Sworn before me on the ____ day of _____ in the year 20__.

Notary Public

PURCHASER TAX EXEMPTION AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

I, _____ being duly sworn, deposes and says:

1. That I am a buyer of the real property located at _____, _____, New York.
2. That the seller and property benefits from Star, Veterans, Senior Citizen and/or any other exemptions on the real estate taxes payable on the aforementioned property.
3. That the seller and property has been entitled to and was receiving the exemption as shown on the tax search in the captioned title report, pursuant to the order of _____ County.
4. In the event there is any property restoration charges due because of any ineligibility on my part, I agree to pay same and hold _____ "The Underwriter" and _____ "The Title Agency" harmless for any claim that may be made for payment of same.
5. I/We make this affidavit to induce the underwriter to issue its policy of title insurance covering said premises, knowing that they will rely on the truth of the statements made in this affidavit.

Subscribed and Sworn before me on the _____ day of _____ in the year 20____.

Notary Public

PURCHASER ESCROW AGREEMENT

_____ TITLE NO.: _____
"UNDERWRITER" DEPOSIT _____
SERVICE CHARGE _____

DEPOSITOR: Purchaser

PREMISES:

Name(s): _____

Address: _____

Address (if not premises): _____

County: _____

Phone Number : _____

District: _____ Section: _____

Social Security: _____

Block: _____ Lot: _____

DEPOSITOR hereby deposits into escrow with the above titled Underwriter (hereinafter referred to as the "Company") and the Company hereby acknowledges receipt of the sum of \$_____ (hereinafter referred to as "Deposit") from Depositor for the purposes set forth below and upon the terms and conditions set forth on the reverse side hereof, which terms and conditions are incorporated herein and made part thereof. The Depositor hereby specifically authorizes the Company to use Deposit to:

A. PAY, satisfy, or otherwise dispose of the following liens or other charges affecting said premises:

together with any interest, penalties and other charges; returning any balance to Depositor.

B. HOLD the same sum as security for the production by Depositor to Depository on or before _____, 20__ of the following:

The Depository agrees to refund the deposit upon performance satisfactory to it of the Depositor's obligations.

Dated: _____ 20 _____

Purchaser/Depositor

Purchaser/Depositor

Purchaser/Depositor

Purchaser/Depositor

Depository

Individual Guaranty

To induce Depository to enter into this agreement, the undersigned unconditionally guarantees the performance of all the obligations of the Depositor hereunder.

Guarantor' Name

Guarantor's Address

Guarantor's Signature

TERMS, COVENANTS AND CONDITIONS

1. In the event that Depositor fails to comply with any of Depositor's obligations hereunder, and/or, if Depository deems it advisable to protect the title to the insured premises or the marketability thereof, Depository is authorized, without notice (i) to pay, satisfy, discharge or otherwise dispose of any of the items set forth in this Agreement, (ii) to retain counsel in connection therewith, and (iii) to pay any such expenses, disbursements and/or counsel fees incurred out. of the Deposit.
2. Depositor agrees to indemnify, save and hold harmless Depository from all losses, expenses, disbursements and counsel fees arising out of Depositor's failure to comply with its obligations under this Agreement, and Depository is authorized to offset against the Deposit or any other of Depositor's funds held by Depository, any amounts that Depositor owes to Depository for any reason, including but not limited to Depositor's indemnification, unpaid title charges, and losses and expenses incurred by Depository as a result of any defects. liens and encumbrances affecting the Depositor's title to the insured premises not covered by this Agreement which become known to Depository.
3. Depositor agrees to pay on demand any additional amount required by Depository ("Deficiency") in case the Deposit or other funds held by Depository are not sufficient to satisfy any amounts owed to Depository. In the event that Depository deems it necessary to retain counsel to commence an action against Depositor for the recovery of a Deficiency, Depository shall have the right to collect from Depositor, and Depositor shall be required to pay to Depository as part of the Deficiency, all costs, disbursements and attorneys' fees incurred by Depository.
4. In consideration of its obligations under this Agreement, Depositor assigns to Depository a security interest in the Deposit superior to all other liens and claims.
5. If this Deposit is taken for more than one purpose, the allocation of the funds among the several purposes shall be at the sole discretion of Depository, absent a written agreement to the contrary.
6. This Agreement and all of the terms, covenants, and conditions contained herein is subject to the provisions of the Abandoned Property Law of the State of New York as from time to time amended. On satisfactory disposition of the Depositor's obligations hereunder, and on request of the Depositor, any portion of the Deposit held by the State of New York under the Abandoned Property Law will (on Depository's receipt of said sum from the State of New York) be refunded to the Depositor, less an amount equal to expenses and service charges incurred by Depository with a minimum charge of \$100.00.
7. Any term or provision contained in this Agreement to the contrary notwithstanding, funds deposited with Depository with respect to a judgment may beheld by Depository until Depository determines that the lien of said judgment cannot be extended, and funds deposited with Depository with respect to a mechanics lien which is hereafter vacated by court order may be held by Depository until the lienor's right to appeal expires.
8. Absent an express written agreement between the parties hereto to the contrary, the Depositor shall not be entitled to and shall not receive interest realized by Depository on the Deposit.
9. Depository accepts this Deposit, which may not be assigned by Depositor, at the request of and for the accommodation of Depositor and as an inducement to issue a policy of title insurance to its Insured. Depository shall have the right to issue re-insurance, indemnifications and/or benefit letters affecting the insured premises based on this Deposit. This Deposit shall in any event continue to be held in accordance with the terms of this Agreement.
10. A service charge in excess of any amount specifically set forth herein may be imposed by Depository in an amount determined by it for services rendered under this Agreement. Such charges" maybe deducted from the Deposit before refunding the Deposit or any part thereof.
11. Depositor acknowledges that the waiver by Depository of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. In the event that any provision of this Agreement is held to be unenforceable, all other provisions hereof shall remain in full force and effect.
12. This Agreement constitutes the entire contract between Depositor and Depository concerning the Deposit. This Agreement shall not be modified except in a writing signed by the parties hereto. The use of any terms in the singular tense shall be deemed to be used in the plural tense when the sense of the Agreement so requires.

PURCHASER CERTIFICATION STATEMENT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

TITLE NO: _____

I, Stephen H. Woods, of _____ "Title Agency" whose office is at 105 Maxess Road, Suite 124S, Melville NY 11747 hereby certify that the Title Premium(s) were properly calculated and found to be accurate.

Title costs for this transaction may include charges for certain services not specified in the TIRSA Rate Manual and are provided by the Agent at the request of your lender or attorney. The issuance of the title policy is not dependent upon the performance of such additional services.

The insured has paid the title agent only the premium for the title policy in accordance with the insurers filed rates and any additional charges are reasonable to the work performed and are not excessive. Your costs for these additional services are among the lowest charged by title companies in NY State.

President

Date

Acknowledgement of Receipt by Purchaser

Name

Date

Name

Date

Name

Date

Name

Date



TITLE CLOSER

AFFIDAVIT

PACKET FOR

SELLER

SELLER AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE

I, _____ being duly sworn, deposes and says:

1. That I am a seller/owner of the real property located at _____, _____, New York and I am party to the deed and mortgage and other documents executed herewith and described in the annexed title report knowing that the title insurance company and title agency will rely upon the truthfulness of the statements herein;
2. That I am not a "foreign person" as that term is defined in Section 1445(f) of Internal Revenue Code and not subject to backup withholding my/our Social Security Number is 1. _____ 2. _____
3. _____ 4. _____
3. That I/(we) have not been known by any other name(s) married or single, during the ten years last past, except;
_____;
4. There are no Judgments including Environmental Control Board and Parking Violations Bureau Judgments or Local, State or Federal Tax Liens against me unsatisfied of record in the Courts of this and any State in the United States set forth in the annexed title report. If any, they are not against me but a person of similar name and I have never resided, registered a vehicle or conducted business at the premises indicated against the judgment debtor.
5. That no proceedings in bankruptcy have been instituted by or against me in any court or before any officer in the United States, nor have I at any time made an assignment for the benefit of creditors, nor an assignment, now in effect of the rents of said premises or any part thereof.
6. That I have owned and occupied the property now being sold or mortgaged since _____, and my enjoyment thereof has been peaceable and undisturbed and the title to the property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me; my possession was uninterrupted and continuous, open, notorious, hostile and adverse to all others and exclusive of the right or claim of any other person or persons;
7. That there are _____ present tenants.
 Said premises is a one family dwelling wholly occupied by me and my immediate family with no other persons in possession and no outstanding leases.
 Each of said tenant either (1) is in possession under lease containing a standard subordination clause fully and conditionally subordinating said lease to all existing and future mortgages, or (2) is a statutory tenant.
 All persons in possession are in possession as tenants only. There are no options to purchase or rights of first refusal either pursuant to written leases or by separate agreement.
8. That I/we are the same person named grantee in the deed recorded in Liber/Reel _____ Page _____.
9. That no work has been done upon the premises that may result or has resulted in the filing of a mechanics lien within the permissible filing period.
10. That all water charges are paid and current, and if not I/we agree to pay promptly and hold harmless and indemnify the Title Agency and Underwriter herein mentioned.
11. There is no real estate tax exemption or abatement.
 That the grantor herein is the party entitled to the exemption, known as _____ exemption or abatement.
12. That during the time of ownership of the premises I have conveyed no portion thereof nor done any act or allowed any act to be done which has changed the boundaries of the premises; I have allowed no encroachments on the premises by any adjoining land owners nor have I encroached upon any property of any adjoining land owner; I have allowed no easements, rights of way, continuous driveway usage, drain, sewer, gas, or oil pipeline or other rights or passage to others over the premises and have no knowledge of such adverse rights unless specifically set forth in the annexed title report.
13. No other valid Contract of Sale for the within described premises other than the one executed between the sellers and buyers herein.
14. I have not received any notice to install or repair sidewalks, and or curbs on the above said premises and there are not any street vaults.
15. That I have no knowledge of any springs, streams, rivers, ponds or lakes bordering or running through the premises;
16. That I have no knowledge of any violations of any covenants, Emergency Repair Notices pursuant to Chapter 26 Section D-26-57.01 of Administrative Code of The City of NY, restrictions or agreements affecting the premises except as set forth in the annexed title report;
17. That no fees for inspection, re-inspection, examination or services performed by the Department of Building have been levied, charged or incurred that may become a lien on the captioned property;

18. That there is no credit line mortgages open affecting the property. In the event that there are any open credit line mortgages affecting the property I hereby cancel my right to draw against said credit line and direct that such mortgage be satisfied of record.
19. That there are no actions pending in any court that could affect the title to the premises or cause a lien thereon.
20. That said property is encumbered with a certain mortgage between (seller) _____ and (lender) _____ in the amount of _____, dated _____ and recorded in (county) _____ under Liber/Reel _____, at Page _____.
That deponent has not failed to make any payments on above said mortgage and no demand has been made for payment by mortgagee or anyone on their behalf and no action has been threatened or commenced to foreclose the mortgage or to collect the mortgage debt.
21. That if, the below mentioned Title Agency is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00
22. That if the amount requested to pay off any existing debts is insufficient; I/we agree to immediately pay any additional funds necessary to satisfy the debt.
23. I/We hereby indemnify the Title Agency and Underwriter herein mentioned for any loss or damage, which it may sustain as a result of any statements in this affidavit being false or fraudulent.
24. That this affidavit is given to the transferee of the property, _____ "The Underwriter" and _____ "The Title Agency"; and may be relied on for establishing the truth of all matters set forth herein and for documenting the nonforeign affidavit exemption to the withholding requirements of Section 1445 of the Internal Revenue Code.
25. That for purposes of compliance with Section 265-a of Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own 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).
26. Deponent states that he/she has read the foregoing affidavit and knows of his/her own knowledge that the facts therein stated are true under penalties for perjury.

Subscribed and Sworn before me on the _____ day of _____ in the year 20____.

Notary Public

SELLER HOME EQUITY THEFT AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

I, _____ being duly sworn, deposes and says:

1. That I am a seller/owner of the real property located at _____, _____, New York
2. I make this affidavit in response to certain exception in the Title Report No. _____ ("the Title Report") issued by _____, ("Title Agency") knowing that they will rely upon the truthfulness of the statements herein.
3. The Premises are owned by _____ (the "Fee Owner").
I make this affidavit as the _____ of the Fee Owner.
4. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ Page _____
5. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission warrants,) (New York City Tax Warrants) set forth as Exception(s) _____ in the captioned title report are against the Fee Owner; and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.
6. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.
7. That no fees for inspection, re-inspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.
8. That there are presently _____ tenants in the Premises; and that each of the tenants is _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or _____ In possession as tenant only and that there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.
_____ That there are no tenants in possession of the captioned premises.
9. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

10. **That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and the Premises is not subject to a mortgage 2 months in arrears.**

Subscribed and Sworn before me on the _____ day of _____ in the year 20____.

Notary Public

SELLER MORTGAGE PAYOFF INDEMNITY AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

I, _____, being duly sworn, deposes and says:

1. That I am the owner/seller of premises known as: _____
2. I am aware of the payoff letter(s) of: _____; dated _____, showing the prior balance and per diem interest, required to satisfy the existing mortgage(s) and have reason to believe the same is/are correct in all respects; in the event that there are any open credit line mortgages affecting the property, I hereby cancel my right to draw against said credit line and direct such mortgage be satisfied of record.
3. I am (We are) also aware of the fact that _____ (hereinafter referred to as "Title Company"), as escrow agent to pay, is subjecting itself to a risk of having to make good any deficiency by reason of error and the fact that the payoff letter(s) may not be deemed an estoppel(s), and Title Company does not desire to subject itself to possible litigation in order to establish such fact.
4. To induce Title Company to accept such payoff letter(s) and as escrowee, I (we) agree to indemnify and hold Title Company for so doing. I further agree to repay Title Company, or pay directly the mortgagee(s) as Title Company directs, such monies as Title Company deems in their sole judgment is necessary to perform the purpose of this escrow and pay off the loan in full.
5. That if, the above below mentioned Title Company is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00. That if the amount requested to pay off any existing debts is insufficient; I/we agree to immediately pay any additional funds necessary to satisfy the debt.
6. To assure Title Company of my/our availability for the purpose of reimbursing Title Company under paragraph 4, I (we) freely furnish the following information:

SS#: _____ Phone No.: _____

SS#: _____ Phone No.: _____

(My)/(Our) employer(s) company name and address is:

1. _____

2. _____

7. I am NOT moving out of State at this time and our permanent address after if selling above premises will be:

8. In the event that I (we) leave the state, I (we) can be reached through the following (indicate relationship):

Subscribed and Sworn before me on the _____ day of _____ in the year 20____.

Notary Public

SELLER SURVEY AFFIDAVIT

(One to four family residential dwelling)

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

PREMISES: _____, NY

COUNTY: _____

DISTRICT: _____ /SECTION: _____ / BLOCK: _____ / LOT: _____

I, _____, being duly sworn, deposes and says:

1. I/We reside at the premises described above; I/We are the owners and or sellers/borrowers of said premises; the said premises is not subject to a land contract sale; and there are no other tenants except as follows;
2. I/We are unaware of any judgment, encumbrance or lien on the premises or of any federal tax lien outstanding against me/us and I/we are currently not in bankruptcy. No claim has been asserted of any right in or title to the insured premises, or any defect in my /our title or interest therein not shown as an exception to the title report.
3. There has not been any dispute with any neighbor with respect to the location of any structures or our property lines.
4. That the structures have been in existence in their current condition for at least two years.
5. This affidavit is made to induce, _____ "The Underwriter" and _____ "The Title Agency" and to issue a title insurance policy covering the property.
6. I/we have owned the premises since _____.
7. That none of the improvements on structure lie within the bed of the above mentioned Street / Road / Avenue Court or other road type the premise resides.

Subscribed and Sworn before me on the _____ day of _____ in the year 20_____.

Notary Public

SELLER TAX EXEMPTION AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____ being duly sworn, deposes
and says:

1. That I am a seller/owner of the real property located at _____,
_____, New York.
2. That deponent has filed and received Star, Veterans, Senior Citizen and/or any other exemptions on the real estate taxes payable on the aforementioned property.
3. That deponent has been entitled to and was receiving the exemption as shown on the tax search in the captioned title report, pursuant to the order of _____ County.
4. In the event there is any property restoration charges due because of any ineligibility on my part, I agree to pay same and hold _____ "The Underwriter" and _____ "The Title Agency" harmless for any claim that may be made for payment of same.
5. I/We make this affidavit to induce the underwriter and title agency to issue its policy of title insurance covering said premises, knowing that they will rely on the truth of the statements made in this affidavit.

Subscribed and Sworn before me on the _____ day of _____ in the year 20_____.

Notary Public

NEW ADDRESS OF DEPONENT (If Applicable)

SELLER ESCROW AGREEMENT

TITLE NO.: _____

DEPOSIT _____

SERVICE CHARGE _____

“Underwriter”

DEPOSITOR: Seller

PREMISES:

Name(s): _____

Address: _____

Address (if not premises): _____

County: _____

Phone Number : _____

District: _____ Section: _____

Social Security: _____

Block: _____ Lot: _____

DEPOSITOR hereby deposits into escrow with the above titled Underwriter (hereinafter referred to as the “Company”) and the Company hereby acknowledges receipt of the sum of \$_____ (hereinafter referred to as “Deposit”) from Depositor for the purposes set forth below and upon the terms and conditions set forth on the reverse side hereof, which terms and conditions are incorporated herein and made part thereof. The Depositor hereby specifically authorizes the Company to use Deposit to:

A. PAY, satisfy, or otherwise dispose of the following liens or other charges affecting said premises:

together with any interest, penalties and other charges; returning any balance to Depositor.

B. HOLD the same sum as security for the production by Depositor to Depository on or before _____, 20__ of the following:

The Depository agrees to refund the deposit upon performance satisfactory to it of the Depositor's obligations.

Dated: _____ 20 _____

Seller/Depositor

Seller/Depositor

Seller/Depositor

Seller/Depositor

Depository

Individual Guaranty

To induce Depository to enter into this agreement, the undersigned unconditionally guarantees the performance of all the obligations of the Depositor hereunder.

Guarantor' Name

Guarantor's Address

Guarantor's Signature

TERMS, COVENANTS AND CONDITIONS

1. In the event that Depositor fails to comply with any of Depositor's obligations hereunder, and/or, if Depository deems it advisable to protect the title to the insured premises or the marketability thereof, Depository is authorized, without notice (i) to pay, satisfy, discharge or otherwise dispose of any of the items set forth in this Agreement, (ii) to retain counsel in connection therewith, and (iii) to pay any such expenses, disbursements and/or counsel fees incurred out. of the Deposit.
2. Depositor agrees to indemnify, save and hold harmless Depository from all losses, expenses, disbursements and counsel fees arising out of Depositor's failure to comply with its obligations under this Agreement, and Depository is authorized to offset against the Deposit or any other of Depositor's funds held by Depository, any amounts that Depositor owes to Depository for any reason, including but not limited to Depositor's indemnification, unpaid title charges, and losses and expenses incurred by Depository as a result of any defects. liens and encumbrances affecting the Depositor's title to the insured premises not covered by this Agreement which become known to Depository.
3. Depositor agrees to pay on demand any additional amount required by Depository ("Deficiency") in case the Deposit or other funds held by Depository are not sufficient to satisfy any amounts owed to Depository. In the event that Depository deems it necessary to retain counsel to commence an action against Depositor for the recovery of a Deficiency, Depository shall have the right to collect from Depositor, and Depositor shall be required to pay to Depository as part of the Deficiency, all costs, disbursements and attorneys' fees incurred by Depository.
4. In consideration of its obligations under this Agreement, Depositor assigns to Depository a security interest in the Deposit superior to all other liens and claims.
5. If this Deposit is taken for more than one purpose, the allocation of the funds among the several purposes shall be at the sole discretion of Depository, absent a written agreement to the contrary.
6. This Agreement and all of the terms, covenants, and conditions contained herein is subject to the provisions of the Abandoned Property Law of the State of New York as from time to time amended. On satisfactory disposition of the Depositor's obligations hereunder, and on request of the Depositor, any portion of the Deposit held by the State of New York under the Abandoned Property Law will (on Depository's receipt of said sum from the State of New York) be refunded to the Depositor, less an amount equal to expenses and service charges incurred by Depository with a minimum charge of \$100.00.
7. Any term or provision contained in this Agreement to the contrary notwithstanding, funds deposited with Depository with respect to a judgment may beheld by Depository until Depository determines that the lien of said judgment cannot be extended, and funds deposited with Depository with respect to a mechanics lien which is hereafter vacated by court order may be held by Depository until the lienor's right to appeal expires.
8. Absent an express written agreement between the parties hereto to the contrary, the Depositor shall not be entitled to and shall not receive interest realized by Depository on the Deposit.
9. Depository accepts this Deposit, which may not be assigned by Depositor, at the request of and for the accommodation of Depositor and as an inducement to issue a policy of title insurance to its Insured. Depository shall have the right to issue re-insurance, indemnifications and/or benefit letters affecting the insured premises based on this Deposit. This Deposit shall in any event continue to be held in accordance with the terms of this Agreement.
10. A service charge in excess of any amount specifically set forth herein may be imposed by Depository in an amount determined by it for services rendered under this Agreement. Such charges" maybe deducted from the Deposit before refunding the Deposit or any part thereof.
11. Depositor acknowledges that the waiver by Depository of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. In the event that any provision of this Agreement is held to be unenforceable, all other provisions hereof shall remain in full force and effect.
12. This Agreement constitutes the entire contract between Depositor and Depository concerning the Deposit. This Agreement shall not be modified except in a writing signed by the parties hereto. The use of any terms in the singular tense shall be deemed to be used in the plural tense when the sense of the Agreement so requires.



TITLE CLOSER

AFFIDAVIT

EQTRQTCVG

"NNR"cpf "NNE

AFFIDAVIT OF TITLE (INDIVIDUAL)

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

_____ being duly sworn, says:

1. I reside at: _____.
2. I am the owner in fee simple of premises: _____ and the grantee described in a certain deed of said premises recorded in the Register's Office of _____ County in Liber: _____ and Page: _____, CRFN: _____ or Index No.: _____.
3. Said premises has been in my possession since (Date of Acquired) _____; that my possession thereof has been peaceable and undisturbed and the title thereto has never been disputed, questioned, or rejected nor insurance thereof refused, so as far as I know. I know of no facts by reason of which said possession or title might be called in question, or by reason of which any claim to any part of said premises or any interest therein adverse to me might be set up.
4. There are no Judgments including Environmental Control Board and Parking Violations Bureau Judgments or Local, State or Federal Tax Liens against it unsatisfied of record in the Courts of this and any State in the United States and the Judgments set forth in the annexed title report, if any, are not against me but a person of similar name and I have never resided, registered a vehicle or conducted business at the premises indicated against the judgment debtor. As far as I know, said premises are free from all leases, mortgages, taxes, assessments, water charges, sewer rents and other liens and encumbrances, except:

5. Said premises are now occupied by _____
6. That no proceedings in bankruptcy have ever been instituted by or against me in any court or before any officer of any state, or the United States, nor have I at any time made an assignment for the benefit of creditors, nor an assignment, now in effect of the rents of said premises or any part thereof.
7. I am a citizen of the United States, and am more than 18 years old. I am by occupation _____, I am married to _____ who is over the age of 18 years and is competent to convey or mortgage real estate. I was married to her on (date) _____. or I have never been married to any other person now living.
8. I have not been known by any other name during the past ten years other than _____.
9. There are no actions pending affecting the said premises which have not been completed more than four months prior to the date hereof; nor have any obligations been incurred which have or will become liens on the above premises.
10. There are no facts known to me relating to the title to said premises, which have not been set forth in this affidavit.
11. This affidavit made to induce (Grantee or Mortgagee) _____ to accept a (Mortgage, Deed, Assignment ...etc.) _____ on said premises and to induce _____ ("Title Company") and _____ ("Title Agency") to issue its policy of title insurance covering said premises knowing that they will rely on the statements herein made.

Subscribed and Sworn before me on the _____ day of _____ in the year 20____.

Notary Public

AFFIDAVIT OF TITLE (CORPORATE)

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

_____ being duly sworn, says:

1. I reside at: _____.
2. I am the (Corporate Title) _____, having the full authority to sign on behalf of, (Corporation) _____, owner in fee simple of premises: _____ and the grantee described in a certain deed of said premises recorded in the Register's Office of _____ County in Liber: _____ and Page: _____, CRFN: _____ or Index No.: _____.
3. Said premises has been in its possession since (Date of Acquired) _____; that its possession thereof has been peaceable and undisturbed and the title thereto has never been disputed, questioned, or rejected nor insurance thereof refused, so as far as I know. I know of no facts by reason of which said possession or title might be called in question, or by reason of which any claim to any part of said premises or any interest therein adverse to it might be set up.
4. There are no Judgments including Environmental Control Board and Parking Violations Bureau Judgments or Local, State or Federal Tax Liens against it unsatisfied of record in the Courts of this and any State in the United States and the Judgments set forth in the annexed title report, if any, are not against it. As far as I know, said premises are free from all leases, mortgages, taxes, assessments, water charges, sewer rents and other liens and encumbrances, except:

5. Said premises are now occupied by _____
6. That no proceedings in bankruptcy have ever been instituted by or against it in any court or before any officer of any state, or the United States, nor has it at any time made an assignment for the benefit of creditors, nor an assignment, now in effect of the rents of said premises or any part thereof.
7. The charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. That all license and franchise taxes due and payable by said corporation have been paid in full.
8. There are no actions pending affecting the said premises which have not been completed more than four months prior to the date hereof; nor have any obligations been incurred which have or will become liens on the above premises. To the best of our knowledge" that no sidewalk improvements/assessments have been made.
9. There are no facts known to me relating to the title to said premises, which have not been set forth in this affidavit.
10. This affidavit made to induce (Grantee or Mortgagee) _____ to accept a (Mortgage, Deed, Assignment ...etc.) _____ on said premises and to induce Chicago Title Insurance Company and TitleSave Agency, Inc. to issue its policy of title insurance covering said premises knowing that they will rely on the statements herein made.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

Title No.

We, the undersigned, being all of the shareholders of
do hereby consent to sale/lease by the corporation of the premises known as
on such terms as the board of directors of the corporation may determine.

Dated:

SHAREHOLDERS

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

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)

STATE OF NEW YORK

COUNTY OF

} ss.:

I,

being duly sworn say:

I reside at

and am the secretary of

The persons who have executed the foregoing consent to the sale/lease of real property owned by said corporation are the holders of all the outstanding shares of stock of said corporation. That such sale/lease has been duly authorized by the board of directors of the corporation.

This affidavit is made to induce

to accept dead/lease of the above mentioned premises and any title insurance company to insure the title thereto.

Sworn to before me this day of

Notary Public

Note: See Sections 909 and 615 of the Business Corporation Law. The deed or lease should contain the following recital: "This conveyance has been made with the unanimous consent in writing of all the shareholders of the party of the first part." See also subdivision (e) of Section 715 of said law which provides that the office of president and secretary may not be held by the same person.

Use this form for unanimous consent of shareholders in writing. If consent was given at a meeting, use the form on the reverse side.

Title No.

STATE OF NEW YORK)
COUNTY OF) ss.:

I,
being duly sworn say:

I reside at

I am the secretary of

(Use either A or B below by deleting that portion which does not apply)

A) (To be used for corporations in existence on February 22, 1998 in which the certificate of incorporation provides for a majority of the votes of all outstanding shares entitled to vote thereon , or for corporations incorporated after February 22, 1998.)

The certificate of incorporation does not require, and it has not been amended to require, the consent of more than a majority of the shareholders nor the consent of more than a majority of a quorum of directors of said corporation to any sale/lease by the corporation of all or any part of its real property.

At a meeting held on , of the shareholders of said corporation duly called for the purpose of authorizing the sale/lease of real property owned by the corporation, of which due notice was given, more than a majority of the total number of shareholders by vote, adopted the following resolution:

B) (To be used for corporations in existence on February 22, 1998 other than those referred to in A above.)

The certificate of incorporation does not require, and it has not been amended to require, the consent of more than two-thirds of the shareholders nor the consent of more than a majority of a quorum of directors of said corporation to any sale/lease by the corporation of all or any part of its real property.

At a meeting held on , of the shareholders of said corporation duly called for the purpose of authorizing the sale/lease of real property owned by the corporation of which due notice was given, more than two-thirds of the total number of shareholders by vote, adopted the following resolution:

RESOLVED, That the corporation sell/lease its real property at on such terms as the board of directors of the corporation may determine.

The board of directors of the corporation has duly authorized said sale/lease.

This affidavit is made to induce

to accept a deed/lease to the above mentioned premises and any title insurance company to insure the title thereto.

Sworn to before me this
day of ,

Notary Public

NOTE: See Section 909 of the Business Corporation Law. The deed or lease should contain the following recital: "This (conveyance)(lease) has been made with the consent of at least (two-thirds)(a majority) of the outstanding shares of the party of the first part entitled to vote thereon obtained at a meeting duly called."

Use this form where consent of shareholders was obtained at a meeting. If unanimous consent in writing was obtained, use the form on the reverse side.

DISTRIBUTED BY

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

The undersigned, the secretary of _____, a New York corporation,

DOES HEREBY CERTIFY:

1. At a meeting of the board of directors of the above mentioned corporation, duly called and held this day at which a quorum was present and acted throughout, the board of directors unanimously adopted the following resolution, which has not been modified or rescinded:

RESOLVED, that the corporation execute and deliver to _____ or to any other person or corporation a mortgage covering the property owned by said corporation located at _____

such mortgage to be for the sum of _____ to secure payment of a note of the corporation, bearing even date therewith, conditioned for the payment of said sum, with interest thereon.

that said note and mortgage be in such form and contain such interest rate or rates, time of payment, including installment payments, and such other terms, provisions, conditions, stipulations and agreements as the officer of the corporation executing the same may deem proper and advisable; and that the president or vice president or any other officer of the corporation be and each of them hereby is authorized to execute and deliver such note and mortgage and such other instruments as such officer may deem proper and advisable and to affix the seal of the corporation thereto.

2. Neither the certificate of incorporation nor the by-laws contain any special requirement as to the number of directors required to pass such resolution.

3. The certificate of incorporation of the corporation does not require any vote or consent of shareholders to authorize the making of such mortgage. This certificate is made and delivered in order to induce the lender referred to in the foregoing resolution to make the loan and accept the mortgage referred to therein and to induce any title insurance company to issue a policy of title insurance insuring to such lender the validity and priority of such mortgage.

IN WITNESS WHEREOF, the undersigned has hereto affixed _____ hand and the seal of the above mentioned corporation this _____ day of _____ in the year _____.

(Corporate Seal) _____

STATE OF NEW YORK

ss.:

COUNTY OF _____

On the _____ day of _____, _____ before me came _____ to me known and known to me to be the individual described in and who executed the foregoing certificate and acknowledged to me that he executed the same.

Notary Public

Note: The mortgage should contain the following recital: "The execution of this mortgage has been duly authorized by the board of directors of the mortgagor." See Section 911 of the Business Corporation Law. Subdivision (e) of Section 715 of said law provides that the offices of president and secretary may not be held by the same person.

Title No.

Certificate of Directors'
Resolution to Mortgage
Corporate Property

DISTRIBUTED BY

LLC CLOSING AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

TITLE NO.: _____

I, _____, hereby swear and affirm that I am the duly elected, qualified and acting [Member] [Manager] of _____ a _____ (State) Limited Liability Company

1. Attached hereto as Exhibit A is a true and correct copy of the Articles of Organization of the above mentioned LLC, filed on ___/___/_____ with the _____ (State) Secretary of State, and a copy of the receipt evidencing payment of the required filing fee.
2. Attached hereto as Exhibit B is a true and correct copy of the Operating Agreement of above-mentioned LLC. The Operating Agreement has not been amended nor repealed and remains in full force and effect on the date hereof. If the Operating Agreement is not attached, it will be provided within the next fifteen days.
3. Attached hereto as Exhibit C is a true and correct copy of a resolution authorizing this conveyance duly adopted by the (Members) (Managers) of above mentioned LLC, by Unanimous Written Consent of the (Members) (Managers) dated ___/___/_____. The resolution has not been amended or repealed and remains in full force and effect. Pursuant to the terms of the Articles of Organization, Operating Agreement and/or the foregoing resolution, I am duly authorized and empowered to execute the (Deed) (Mortgage) and accompanying documents evidencing the following conveyance:

4. The above mentioned LLC has not been dissolved and no event terminating it, such as the bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member has occurred. The LLC is in good standing under the laws of the State of _____ (State) (Proof of Good Standing) Attached as Exhibit D).
5. Proof of formation was published in (2) newspapers in _____ County once a week for six consecutive weeks.
6. This Affidavit is given to induce TitleSave Agency, Inc. ("Title Agency") and Chicago Title insurance Company ("Underwriter") to issue a title insurance policy. I acknowledge that the Title Agency and the Underwriter are relying upon and entitled to rely upon the truth of the statements herein made. I agree to indemnify and hold the Title Agency and Underwriter harmless from any loss, cost or damage (including, but not limited to legal fees and expenses) which they may incur because of arising from their reliance upon this Affidavit.

Member/Manager

Subscribed and Sworn before me this the ____ day of _____, _____.

Notary Public

LLC/LLP COMMERCIAL CLOSING AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____ reside at _____ and hereby swear and affirm that I am the duly elected, qualified and acting Member of _____, a New York Limited Liability Company, and that:

1. I am the only Member of _____
2. The Articles of Organization were filed with the New York Secretary of State, and a copy of the receipt evidencing payment of the required filing fee.
3. The Operating Agreement has not been amended nor repealed and remains in full force and effect.
4. The annual fee payable to the State of New York has been made.
5. A resolution authorizing this conveyance has not been duly adopted because I am the only the Member of _____ and it is in my sole discretion that I give myself by Unanimous Consent as of this date. The declaration that I have the ability and consent remains in full force and effect. Pursuant to the terms of the Articles of Organization, Operating Agreement and/or the foregoing resolution, I am duly authorized and empowered to execute the _____ and accompanying documents evidencing the following conveyance:

6. _____ has not been dissolved and no event terminating _____ such as the bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member has occurred. _____ is in good standing under the laws of the State of New York.

7. This Affidavit is given to induce TitleSave Agency, Inc. and Chicago Title Insurance Company to issue their title insurance policy. I acknowledge that TitleSave Agency, Inc. and Chicago Title Insurance Company are relying upon and are entitled to rely upon the truth of the statements herein made. I agree to indemnify and hold TitleSave Agency, Inc. and Chicago Title Insurance Company harmless from any loss, cost or damage (including, but not limited to legal fees and expenses) which they may incur because of arising from their reliance upon this Affidavit.

Member

PRINTED NAME

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

_____, **LLP CLOSING AFFIDAVIT**

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, hereby swear and affirm that I am the duly elected, qualified and acting (Member) (Manager) of _____, LP, a New York Limited Liability Partnership

1. Attached hereto as Exhibit A is a true and correct copy of the Articles of Organization of the above mentioned LP, filed on ___/___/_____ with the New York Secretary of State, and a copy of the receipt evidencing payment of the required filing fee.
2. Attached hereto as Exhibit B is a true and correct copy of the Operating Agreement of above-mentioned LP. The Operating Agreement has not been amended nor repealed and remains in full force and effect on the date hereof. While the Operating Agreement is not attached it will be furnished provided within the next fifteen days.
3. If this conveyance occurs on or after October 25, 1995, attached hereto as Exhibit C is a true and correct copy of a Receipt evidencing payment of the applicable annual fee payable to the State of City of New York, as appropriate. I undertake to provide such proof within the next fifteen days and I also confirm that such payments have been paid.
4. Attached hereto as Exhibit D is a true and correct copy of a resolution authorizing this conveyance duly adopted by the (Members) (Managers) of above mentioned LP, by Unanimous Written Consent of the (Members) (Managers) dated ___/___/_____. The resolution has not been amended or repealed and remains in full force and effect. Pursuant to the terms of the Articles of Organization, Operating Agreement and/or the foregoing resolution, I am duly authorized and empowered to execute the (Deed) (Mortgage) and accompanying documents evidencing the following conveyance:

5. The above mentioned LP has not been dissolved and no event terminating it, such as the bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member has occurred. The LP is in good standing under the laws of the State of New York.
6. Proof of formation was published in (2) newspapers in _____ County once a week for six consecutive weeks.
7. This Affidavit is given to induce _____ ("Title Agency") and _____ ("Underwriter") to issue their title insurance policy No. _____. I acknowledge that the Title Agency and the Underwriter are relying upon and entitled to rely upon the truth of the statements herein made. I agree to indemnify and hold the Title Agency and Underwriter harmless from any loss, cost or damage (including, but not limited to legal fees and expenses) which they may incur because of arising from their reliance upon this Affidavit.

Member/Manager

Subscribed and Sworn before me this the ____ day of _____, _____.

Notary Public



TITLE CLOSER

AFFIDAVITS

1. Judgment
2. No Demand
3. POA Full Force
4. No Consideration
5. Heirship
6. Estate Tax

JUDGMENT AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

The undersigned, being duly sworn, depose(s) and say(s) that:

1. The undersigned is named as grantee(s) in a certain deed dated ____/____/____ that is or to be recorded in the _____ County Clerk's Office.

2. The undersigned are/were the owners in fee of the premises known as:

3. We have seen the results of the judgment and lien search that detailed _____ judgment(s) in the title report _____ and they are not against me but someone of a similar name.

4. There are no other judgments, tax liens, warrants or other encumbrances or liens of any nature whatsoever against the undersigned in any city or state;

5. Neither of the undersigned has been adjudicated incompetent or bankrupt and the undersigned has not filed any petition in bankruptcy nor has an involuntary petition in bankruptcy been filed against either of the undersigned except the filing of _____ that was discharged _____ on behalf of _____.

6. This affidavit is made with the express understanding of the undersigned that a Lender and Title Insurer will rely upon the truth and accuracy of all of the statements contained herein in closing the purchase of said premises.

Subscribed and Sworn before me on _____

Notary Public

NO DEMAND FOR PAYMENT AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK) TITLE NO.: _____
) ss.
County of _____)

I, _____, being duly sworn, deposes and says:

1. That I/we are the owners of the real property located at _____ and I/we are party to the deed and mortgage and other documents executed herewith and described in the annexed title report;
2. That said property was encumbered with a certain mortgage between _____ and _____ in the amount of \$ _____, dated ____/____/____ and recorded in (county) _____ County under Liber/Reel _____ at Page _____.
3. The above mortgage(s) are paid in full.
4. The above account connected to the mortgage is closed.
5. That deponent has not received any demands for payment nor failed to make any payments on above said mortgage and no demand has been made for payment by mortgagee or anyone on their behalf and no action has been threatened or commenced to foreclose the mortgage or to collect the mortgage debt.
6. That if, _____ ("Title Agency") is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00.
7. Deponent states that he/she has read the foregoing affidavit and knows of his/her own knowledge that the facts therein stated are true under penalties for perjury.

Subscribed and Sworn before me on the ____ day of _____ in the year 20____.

Notary Public

CURRENT ADDRESS AND TELEPHONE NUMBER OF DEPONENT

AFFIDAVIT AS TO POWER OF ATTORNEY BEING IN FULL FORCE

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO: _____

I, _____, being duly sworn, deposes and says:

THAT _____, as principal, who resides at _____, did in writing under date of _____, ____ 20____, appoint me [his/her] true and lawful attorney, and that annexed hereto, and hereby made part hereof, is a copy of said power of attorney. THAT, as attorney in fact of said principal and under and by virtue of the said power of attorney, I have this day executed the following described instrument(s):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

THAT at the time of executing the above-described instrument(s), I had no actual knowledge or actual notice of revocation or termination of the aforesaid power of attorney by death of said principal or otherwise, or notice of any facts indicating the same. THAT I hereby represent that the said principal is now alive; has not, at any time revoked or repudiated the said power of attorney; and the said power of attorney still is in full force and effect. THAT I make this affidavit for the purpose of inducing TitleSave Agency, Inc. and Chicago Title Insurance Company to accept delivery of the above-described instrument(s), as executed by me in my capacity of attorney in fact of the said principal, with the full knowledge that the above-names parties in accepting the execution and delivery of the aforesaid instrument and in paying a good and valuable consideration therefore, will rely upon this affidavit.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

AFFIDAVIT IN CONNECTION WITH NO CONSIDERATION TRANSFER

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

Grantor (s) _____, being duly sworn deposes and says under penalties of perjury as follows:

I/We are the Grantor (s) in the deed dated _____ delivered to the _____ County Clerks Office for recording conveying title in the property known as:

(Section _____ Block _____ Lot _____)

I/We hereby acknowledge and confirm the execution and delivery of said deed to the grantee(s) herein named:

THE UNDERSIGNED REPRESENTS THAT THE GROUNDS UPON WHICH THE CLAIM OF NO CONSIDERATION IS BASED AS FOLLOWS:

The aforementioned no consideration transfer was made solely for the grounds stated herein. I/We affirmatively represent that said transfer does not leave insolvent, and is not done to hinder delay or fraud creditors. Therefore, any returns filed in connection with this no consideration deed shall be free from any transfer taxes. This affidavit is made to induce _____ ("Title Agency") to issue its policy covering the above referenced premises, knowing that it relies on the truth thereof.

Grantor (s)

Grantee (s)

Subscribed and sworn before me on

Subscribed and sworn before me on

_____, _____

_____, _____

Notary Public

Notary Public

AFFIDAVIT OF HEIRSHIP ADMINISTRATION EXCEPTION

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

The undersigned _____, being first duly sworn, and with the understanding that TitleSave Agency, Inc. and it's underwriter _____ (Companies) will be relying on the information contained herein in determining whether or not to insure title to real property, deposes and says:

1. The undersigned is the _____ (relationship to decedent) of _____ (name of decedent), who died on _____ (date of death) at _____ (City), _____ (County), _____ (State).

2. (Initial and Enter Names) _____ At the time of his/her death _____ and _____ were married and there were no divorce actions filed nor proceedings started.

3. That said _____ (name of decedent) died a resident of the County of _____, State of New York, on the _____ day of _____, 20____, seized of said premises, (testate) (intestate, and no proceedings were had in the estate) leaving him/her surviving as his/her only lawful distributees, the following named persons:

NAME	ADDRESS	RELATIONSHIP

That said decedent left him/her surviving no husband or wife, no child or children, (legitimate or illegitimate), no adopted child or children, no descendants of any deceased child or children, no descendants of any deceased adopted child or children, no father or mother, no brothers or sisters, no issue of any deceased brothers or sisters, no grandparents, no uncle, no aunt, and no issue of a deceased uncle or aunt other than those above named.

6. All the debts of the decedent, including, but not limited to, all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid, except as follows:

_____.

7. _____ Initial There were no administration proceedings not an administrator designated for the estate.

Deponent hereby agrees to defend, indemnify and save harmless the Companies from any claim, loss or damage arising from any statement made in this affidavit that is perjurious, false or fraudulent.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

PLEASE ATTACH DEATH CERTIFICATE

AFFIDAVIT OF HEIRSHIP

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

The undersigned _____, being first duly sworn, and with the understanding that TitleSave Agency, Inc. and it's underwriter _____ will be relying on the information contained herein in determining whether or not to insure title to real property, deposes and says:

1. The undersigned is the _____ (relationship to decedent) of _____ (name of decedent), who died on _____ (date of death) at _____ (City), _____ (County), _____ (State).

2. (Initial and Enter Names) _____ At the time of his/her death _____ and _____ were married and there were no divorce actions filed nor proceedings started.

3. That said _____ (name of decedent) died a resident of the County of _____, State of New York, on the _____ day of _____, 20____, seized of said premises, (testate) (intestate, and no proceedings were had in the estate) leaving him/her surviving as his/her only lawful distributees, the following named persons:

NAME	ADDRESS	RELATIONSHIP

That said decedent left him/her surviving no husband or wife, no child or children, (legitimate or illegitimate), no adopted child or children, no descendants of any deceased child or children, no descendants of any deceased adopted child or children, no father or mother, no brothers or sisters, no issue of any deceased brothers or sisters, no grandparents, no uncle, no aunt, and no issue of a deceased uncle or aunt other than those above named.

6. All the debts of the decedent, including, but not limited to, all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid, except as follows:

_____.

Deponent hereby agrees to defend, indemnify and save harmless the Companies from any claim, loss or damage arising from any statement made in this affidavit that is perjurious, false or fraudulent.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

PLEASE ATTACH DEATH CERTIFICATE

PLEASE ATTACH DEATH CERTIFICATE

NY and FEDERAL ESTATE TAX EXEMPTION AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

_____ being duly sworn, depose(s) and say(s):

1. I reside at _____ and am the (Executor-Administrator-Specify other relationship) of the Estate of _____ who died a resident of _____ County on: _____
2. I am fully familiar with the assets of which the decedent died seized, including [Unit/Apt.] _____ [Street Address] _____, [City] _____, [State] _____ [Zip] _____ ([Section] _____ [Block] _____ [Lot] _____) (the "Premises"), which comprise the gross estate as hereinafter defined, and the said gross estate (includes, wheresoever situate, all real estate, stocks and bonds, mortgages, notes and cash, insurance on decedent's life, jointly owned property, transfers during decedent's life without an adequate or full consideration, powers of appointment, annuities, personal property, interests in a partnership or unincorporated business and the value of the decedent's adjusted lifetime gifts) is less than \$ _____ and said estate is not subject to any Federal Estate Tax. That the gross value of the decedent's estate, (including the net value of the property being conveyed) does not exceed \$ _____, and that as a result of such valuation there will be no New York State Estate Tax or Federal Estate Tax imposed on the decedent's estate.
3. This affidavit is made to induce (the "Company") to issue its policy of title insurance covering said premises, knowing that the Company will rely on the truth of the statements made in this affidavit. Deponent hereby agrees to defend, indemnify and save harmless the Company from any claim, loss or damage arising from any statement made in this affidavit which is perjurious, false or fraudulent.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

Federal Guidelines for Exemption Pursuant to Date of Death and Federal Gross Estate:

January 1, 1986 – December 31, 1997 Less Than or Equal to \$600,000
January 1, 1998 – December 31, 1998 Less Than or Equal to \$625,000
January 1, 1999 – December 31, 1999 Less Than or Equal to \$650,000
January 1, 2000 – December 31, 2001 Less Than or Equal to \$675,000
January 1, 2002 – December 31, 2003 Less Than or Equal to \$1,000,000
January 1, 2004 – December 31, 2005 Less Than or Equal to \$1,500,000
January 1, 2006 – December 31, 2008 Less Than or Equal to \$2,000,000

State Guidelines for Exemption Pursuant to Date of Death and Federal Gross Estate:

Prior to June 9, 1994, Less Than or Equal to \$108,333
June 9, 1994 – September 30, 1998, Less Than or Equal to \$115,000
October 1, 1998 – January 31, 2000, Less Than or Equal to \$300,000
February 1, 2000 – December 31, 2001, Less Than or Equal to \$675,000
January 1, 2002 – December 31, 2009, Less Than or Equal to \$1,000,000



TITLE CLOSER

AFFIDAVIT

PACKET FOR

REFINANCES

TITLE CLOSER REQUIREMENTS

TITLESAVE AGENCY

When closing for TitleSave please return the following.

AFFIDAVITS: (Staple) ID's to front of Affidavits and have them notarized and completed.

ESCROW AGREEMENT: (Staple) Escrow Agreement Signed to Copy of Tax Schedule Page or Tax Contin Page.

PAYOFFS: Return Copies For Each Mortgage or Judgment Payoff (Stapled Together):

Payoff Check Copy – Cover Page

Payoff Letter Copy

Mortgage Schedule or Judgment Copy Payoff

Statement Copy

Express Mail Receipt Copy

Copy of Marked Up Title Report

Copy of Signed Mortgage Page(s) Showing the Lender and Borrower and the Signature and Notary Page. If a Purchase 1 Copy of Deed, TP584 and RP5217 and

Actual Mortgage or Deed and Docs, make sure:

The Names Are Correct

The Amount Is Correct

Signed By All Parties

Notary Signed & Stamp Legible

Property Description Attached

Complete Recording Cover Page (If Applicable)

CLOSING AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, being duly sworn, deposes and says:

1. That I am the owner of the real property located at _____ and I am party to the deed and mortgage and other documents executed herewith and described in the annexed title report;
2. That I am not a "foreign person" as that term is defined in Section 1445(f) of Internal Revenue Code; (my)/(our) Social Security Number is 1. _____ 2. _____, I am not subject to backup withholding;
3. That (I)/(we) have not been known by any other name(s) married or single, during the ten years last past, except; _____;
4. That there are no Judgments including Environmental Control Board and Parking Violations Bureau Judgments or Local, State or Federal Tax Liens against me unsatisfied of record in the Courts of this and any State in the United States and the Judgments set forth in the annexed title report, if any, are not against me but a person of similar name and I have never resided, registered a vehicle or conducted business at the premises indicated against the judgment debtor;
5. That no proceedings in bankruptcy have ever been instituted by or against me in any court or before any officer of any state, or the United States, nor have I at any time made an assignment for the benefit of creditors, nor an assignment, now in effect of the rents of said premises or any part thereof;
6. That I have owned and occupied the property now being sold or mortgaged since _____, and my enjoyment thereof has been peaceable and undisturbed and the title to the property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me; my possession was uninterrupted and continuous, open, notorious, hostile and adverse to all others and exclusive of the right or claim of any other person or persons;
7. That there are no present tenants, lessees or other parties in possession of said premises, except (if none, state "none") _____, and the premises are used solely for residential purposes;
8. That during the time of ownership of the premises I have conveyed no portion thereof nor done any act or allowed any act to be done which has changed the boundaries of the premises; I have allowed no encroachments on the premises by any adjoining land owners nor have I encroached upon any property of any adjoining land owner; I have allowed no easements, rights of way, continuous driveway usage, drain, sewer, gas, or oil pipeline or other rights or passage to others over the premises and have no knowledge of such adverse rights unless specifically set forth in the annexed title report;
9. I have not received any notice to install or repair sidewalks, and or curbs on the above said premises and there are not any street vaults.
10. That I have no knowledge of any springs, streams, rivers, ponds or lakes bordering or running through the premises;
11. That I have no knowledge of any violations of any covenants, Emergency Repair Notices pursuant to Chapter 26 Section D-26-57.01 of Administrative Code of The City of NY, restrictions or agreements affecting the premises except as set forth in the annexed title report;
12. That there is no credit line mortgages open affecting the property. In the event that there are any open credit line mortgages affecting the property I hereby cancel my right to draw against said credit line and direct that such mortgage be satisfied of record.
13. That there are no actions pending in any court that could affect the title to the premises or cause a lien thereon;
14. That this affidavit is given to the transferee of the property, Chicago Title Insurance Company and TITLESERVE AGENCY, INC. ; and may be relied on for establishing the truth of all matters set forth herein and for documenting the nonforeign affidavit exemption to the withholding requirements of Section 1445 of the Internal Revenue Code.
15. Deponent states that he has read the foregoing affidavit and knows of his/her own knowledge that the facts therein stated are true.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

MORTGAGE PAYOFF INDEMNITY AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, being duly sworn, deposes and says:

1. That I am the owner/seller of premises known as: _____
2. I am aware of the payoff letter(s) of: _____; dated _____, showing the prior balance and per diem interest, required to satisfy the existing mortgage(s) and have reason to believe the same is/are correct in all respects; in the event that there are any open credit line mortgages affecting the property, I hereby cancel my right to draw against said credit line and direct such mortgage be satisfied of record.
3. I am (We are) also aware of the fact that TITLESAVE AGENCY, INC. (hereinafter referred to as "Title Company"), as escrow agent to pay, is subjecting itself to a risk of having to make good any deficiency by reason of error and the fact that the payoff letter(s) may not be deemed an estoppel(s), and Title Company does not desire to subject itself to possible litigation in order to establish such fact.
4. To induce Title Company to accept such payoff letter(s) and as escrowee, I (we) agree to indemnify and hold Title Company for so doing. I further agree to repay Title Company, or pay directly the mortgagee(s) as Title Company directs, such monies as Title Company deems in their sole judgment is necessary to perform the purpose of this escrow and pay off the loan in full.
5. That if, the below mentioned Title Agency is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00. That if the amount requested to pay off any existing debts is insufficient; I/we agree to immediately pay any additional funds necessary to satisfy the debt.
6. To assure Title Company of my/our availability for the purpose of reimbursing Title Company under paragraph 4, I (we) freely furnish the following information:

SS#: _____ Phone No.: _____
 SS#: _____ Phone No.: _____

(My)/(Our) employer(s) company name and address is:

1. _____
2. _____

7. I am NOT moving out of State at this time and our permanent address after if selling above premises will be:

8. In the event that I (we) leave the state, I (we) can be reached through the following (indicate relationship):

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

AFFIDAVIT FOR SPECIAL SURVEY ENDORSEMENT

(One to four family residential dwelling)

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

PREMISES: _____

COUNTY: _____

DISTRICT: _____ /SECTION _____ / BLOCK: _____ / LOT: _____

I, _____, being duly sworn, deposes and says:

1. I/We reside at the premises described above; I/We are the owners and or sellers/borrowers of said premises; the said premises is not subject to a land contract sale; and there are no other tenants except as follows;
2. I/We are unaware of any judgment, encumbrance or lien on the premises or of any federal tax lien outstanding against me/us and I/we are currently not in bankruptcy. No claim has been asserted of any right in or title to the insured premises, or any defect in my /our title or interest therein not shown as an exception to the title report.
3. There has not been any dispute with any neighbor with respect to the location of any structures or our property lines.
4. That the structures have been in existence in their current condition for at least two years.
5. This affidavit is made to induce Chicago Title Insurance Company and TITLESERVE AGENCY, INC. to issue a title insurance policy covering the property.
6. I/we have owned the premises since _____.
7. That none of the improvements on structure lie within the bed of the above mentioned Street / Road / Avenue Court or other road type the premise resides.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

TAX EXEMPTION AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, being duly sworn, deposes and says:

1. That I am the owner/seller of premises known as: _____
2. That deponent has filed and received Star, Veterans, Senior Citizen and/or any other exemptions on the real estate taxes payable on the aforementioned property.
3. That your deponent has been entitled to and was receiving the exemption as shown on the tax search in the captioned title report, pursuant to the order of _____ County.
4. In the event there is any property restoration charges due because of any ineligibility on my part, I agree to pay same and hold the underwriter - Chicago Title Insurance Company and the insurance agency - TITLESERVE AGENCY, INC. harmless for any claim that may be made for payment of same.
5. I/We make this affidavit to induce the underwriter to issue its policy of title insurance covering said premises, knowing that they will rely on the truth of the statements made in this affidavit.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

NEW ADDRESS OF DEPONENT (If Applicable)

CERTIFICATION STATEMENT

Title No.: _____

I, Stephen H. Woods, of TitleSave Agency, Inc. whose office is at 105 Maxess Road, Suite 124S, Melville, NY 11747 hereby certify that the Title Premium(s) were properly calculated and found to be accurate.

Title costs for this transaction may include charges for certain services not specified in the TIRSA Rate Manual and are provided by TitleSave Agency, Inc. at the request of your lender or attorney. The issuance of the title policy is not dependent upon the performance of such additional services.

The insured has paid the title agent only the premium for the title policy in accordance with the insurers filed rates and any additional charges are reasonable to the work performed and are not excessive. Your costs for these additional services are among the lowest charged by title companies in NY State.



President

Date

Acknowledgement of Receipt by Purchaser and/or Borrower

Name

Date

Name

Date

Chicago Title Insurance Company

ESCROW AGREEMENT

TITLE NO.: _____
 AMOUNT OF DEPOSIT _____
 AMOUNT COLLECTED AS SERVICE CHARGE _____

DEPOSITOR: ___Buyer ___Seller ___Borrower

PREMISES:

Name(s): _____

Address: _____

Address (if not premises): _____

County: _____

Phone Number : _____

District: _____ Section: _____

Social Security: _____

Block: _____ Lot: _____

DEPOSITOR hereby deposits into escrow with the above titled Underwriter (hereinafter referred to as the "Company") and the Company hereby acknowledges receipt of the sum of \$_____ (hereinafter referred to as "Deposit") from Depositor for the purposes set forth below and upon the terms and conditions set forth on the reverse side hereof, which terms and conditions are incorporated herein and made part thereof. The Depositor hereby specifically authorizes the Company to use Deposit to:

A. PAY, satisfy, or otherwise dispose of the following liens or other charges affecting said premises:

together with any interest, penalties and other charges; returning any balance to Depositor.

B. HOLD the same sum as security for the production by Depositor to Depository on or before _____, 20__ of the following:

The Depository agrees to refund the deposit upon performance satisfactory to it of the Depositor's obligations.

Dated: _____ 20 _____

 Borrower/Depositor

 Depository

Individual Guaranty

To induce Depository to enter into this agreement, the undersigned unconditionally guarantees the performance of all the obligations of the Depositor hereunder.

 Guarantor' Name

 Guarantor's Address

 Guarantor's Signature

TERMS, COVENANTS AND CONDITIONS

1. In the event that Depositor fails to comply with any of Depositor's obligations hereunder, and/or, if Depository deems it advisable to protect the title to the insured premises or the marketability thereof, Depository is authorized, without notice (i) to pay, satisfy, discharge or otherwise dispose of any of the items set forth in this Agreement, (ii) to retain counsel in connection therewith, and (iii) to pay any such expenses, disbursements and/or counsel fees incurred out. of the Deposit.
2. Depositor agrees to indemnify, save and hold harmless Depository from all losses, expenses, disbursements and counsel fees arising out of Depositor's failure to comply with its obligations under this Agreement, and Depository is authorized to offset against the Deposit or any other of Depositor's funds held by Depository, any amounts that Depositor owes to Depository for any reason, including but not limited to Depositor's indemnification, unpaid title charges, and losses and expenses incurred by Depository as a result of any defects. liens and encumbrances affecting the Depositor's title to the insured premises not covered by this Agreement which become known to Depository.
3. Depositor agrees to pay on demand any additional amount required by Depository ("Deficiency") in case the Deposit or other funds held by Depository are not sufficient to satisfy any amounts owed to Depository. In the event that Depository deems it necessary to retain counsel to commence an action against Depositor for the recovery of a Deficiency, Depository shall have the right to collect from Depositor, and Depositor shall be required to pay to Depository as part of the Deficiency, all costs, disbursements and attorneys' fees incurred by Depository.
4. In consideration of its obligations under this Agreement, Depositor assigns to Depository a security interest in the Deposit superior to all other liens and claims.
5. If this Deposit is taken for more than one purpose, the allocation of the funds among the several purposes shall be at the sole discretion of Depository, absent a written agreement to the contrary.
6. This Agreement and all of the terms, covenants, and conditions contained herein is subject to the provisions of the Abandoned Property Law of the State of New York as from time to time amended. On satisfactory disposition of the Depositor's obligations hereunder, and on request of the Depositor, any portion of the Deposit held by the State of New York under the Abandoned Property Law will (on Depository's receipt of said sum from the State of New York) be refunded to the Depositor, less an amount equal to expenses and service charges incurred by Depository with a minimum charge of \$100.00.
7. Any term or provision contained in this Agreement to the contrary notwithstanding, funds deposited with Depository with respect to a judgment may beheld by Depository until Depository determines that the lien of said judgment cannot be extended, and funds deposited with Depository with respect to a mechanics lien which is hereafter vacated by court order may be held by Depository until the lienor's right to appeal expires.
8. Absent an express written agreement between the parties hereto to the contrary, the Depositor shall not be entitled to and shall not receive interest realized by Depository on the Deposit.
9. Depository accepts this Deposit, which may not be assigned by Depositor, at the request of and for the accommodation of Depositor and as an inducement to issue a policy of title insurance to its Insured. Depository shall have the right to issue re-insurance, indemnifications and/or benefit letters affecting the insured premises based on this Deposit. This Deposit shall in any event continue to be held in accordance with the terms of this Agreement.
10. A service charge in excess of any amount specifically set forth herein may be imposed by Depository in an amount determined by it for services rendered under this Agreement. Such charges" maybe deducted from the Deposit before refunding the Deposit or any part thereof.
11. Depositor acknowledges that the waiver by Depository of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. In the event that any provision of this Agreement is held to be unenforceable, all other provisions hereof shall remain in full force and effect.
12. This Agreement constitutes the entire contract between Depositor and Depository concerning the Deposit. This Agreement shall not be modified except in a writing signed by the parties hereto. The use of any terms in the singular tense shall be deemed to be used in the plural tense when the sense of the Agreement so requires.

AFFIDAVIT IN CONNECTION WITH NO CONSIDERATION TRANSFER

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

Grantor (s) _____, being duly sworn deposes and says under penalties of perjury as follows:

I/We are the Grantor (s) in the deed dated _____ delivered to the _____ County Clerks Office for recording conveying title in the property known as:

(Section _____ Block _____ Lot _____)

I/We hereby acknowledge and confirm the execution and delivery of said deed to the grantee(s) herein named:

THE UNDERSIGNED REPRESENTS THAT THE GROUNDS UPON WHICH THE CLAIM OF NO CONSIDERATION IS BASED AS FOLLOWS:

The aforementioned no consideration transfer was made solely for the grounds stated herein.

I/We affirmatively represent that said transfer does not leave insolvent, and is not done to hinder delay or fraud creditors. Therefore, any returns filed in connection with this no consideration deed shall be free from any transfer taxes. This affidavit is made to induce TitleSave Agency, Inc. to issue its policy covering the above referenced premises, knowing that it relies on the truth thereof.

Grantor (s)

Grantee (s)

Subscribed and sworn before me on

Subscribed and sworn before me on

_____, _____

_____, _____

Notary Public

Notary Public

AFFIDAVIT OF HEIRSHIP

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

The undersigned _____, being first duly sworn, and with the understanding that TitleSave Agency, Inc. and it's underwriter _____ will be relying on the information contained herein in determining whether or not to insure title to real property, deposes and says:

1. The undersigned is the _____ (relationship to decedent) of _____ (name of decedent), who died on _____ (date of death) at _____ (City), _____ (County), _____ (State).

2. (Initial and Enter Names) _____ At the time of his/her death _____ and _____ were married and there were no divorce actions filed nor proceedings started.

3. That said _____ (name of decedent) died a resident of the County of _____, State of New York, on the _____ day of _____, 20____, seized of said premises, (testate) (intestate, and no proceedings were had in the estate) leaving him/her surviving as his/her only lawful distributees, the following named persons:

NAME	ADDRESS	RELATIONSHIP

That said decedent left him/her surviving no husband or wife, no child or children, (legitimate or illegitimate), no adopted child or children, no descendants of any deceased child or children, no descendants of any deceased adopted child or children, no father or mother, no brothers or sisters, no issue of any deceased brothers or sisters, no grandparents, no uncle, no aunt, and no issue of a deceased uncle or aunt other than those above named.

6. All the debts of the decedent, including, but not limited to, all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid, except as follows:

_____.

Deponent hereby agrees to defend, indemnify and save harmless the Companies from any claim, loss or damage arising from any statement made in this affidavit that is perjurious, false or fraudulent.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

PLEASE ATTACH DEATH CERTIFICATE

NO DEMAND FOR PAYMENT AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, being duly sworn,
deposes and says:

1. That I/we are the owners of the real property located at _____ and I/we are party to the deed and mortgage and other documents executed herewith and described in the annexed title report;
2. That said property was encumbered with a certain mortgage between _____ and _____ in the amount of \$_____, dated ____/____/____ and recorded in (county) _____ County under Liber/Reel _____ at Page _____.
3. The above mortgage is paid in full.
4. The above account connected to the mortgage is closed.
5. That deponent has not received any demands for payment nor failed to make any payments on above said mortgage and no demand has been made for payment by mortgagee or anyone on their behalf and no action has been threatened or commenced to foreclose the mortgage or to collect the mortgage debt.
6. That if, TitleSave Agency, Inc. is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00.
7. Deponent states that he/she has read the foregoing affidavit and knows of his/her own knowledge that the facts therein stated are true under penalties for perjury.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

CURRENT ADDRESS AND TELEPHONE NUMBER OF DEPONENT

JUDGMENT AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

The undersigned, being duly sworn, depose(s) and say(s) that:

1. The undersigned is named as grantee(s) in a certain deed dated ____/____/____ that is or to be recorded in the _____ County Clerk's Office.

2. The undersigned are/were the owners in fee of the premises known as:

3. We have seen the results of the judgment and lien search that detailed _____ judgment(s) in the title report _____ and they are not against me but someone of a similar name.

4. There are no other judgments, tax liens, warrants or other encumbrances or liens of any nature whatsoever against the undersigned in any city or state;

5. Neither of the undersigned has been adjudicated incompetent or bankrupt and the undersigned has not filed any petition in bankruptcy nor has an involuntary petition in bankruptcy been filed against either of the undersigned except the filing of _____ that was discharged _____ on behalf of _____.

6. This affidavit is made with the express understanding of the undersigned that a Lender and Title Insurer will rely upon the truth and accuracy of all of the statements contained herein in closing the purchase of said premises.

Subscribed and Sworn before me on _____

Notary Public

NY and FEDERAL ESTATE TAX EXEMPTION AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

_____ being duly sworn, depose(s) and say(s):

1. I reside at _____ and am the (Executor-Administrator-Specify other relationship) of the Estate of _____ who died a resident of _____ County on: _____
2. I am fully familiar with the assets of which the decedent died seized, including [Unit/Apt.] _____ [Street Address] _____, [City] _____, [State] _____ [Zip] _____ ([Section] _____ [Block] _____ [Lot] _____) (the "Premises"), which comprise the gross estate as hereinafter defined, and the said gross estate (includes, wheresoever situate, all real estate, stocks and bonds, mortgages, notes and cash, insurance on decedent's life, jointly owned property, transfers during decedent's life without an adequate or full consideration, powers of appointment, annuities, personal property, interests in a partnership or unincorporated business and the value of the decedent's adjusted lifetime gifts) is less than \$ _____ and said estate is not subject to any Federal Estate Tax. That the gross value of the decedent's estate, (including the net value of the property being conveyed) does not exceed \$ _____, and that as a result of such valuation there will be no New York State Estate Tax or Federal Estate Tax imposed on the decedent's estate.
3. This affidavit is made to induce (the "Company") to issue its policy of title insurance covering said premises, knowing that the Company will rely on the truth of the statements made in this affidavit. Deponent hereby agrees to defend, indemnify and save harmless the Company from any claim, loss or damage arising from any statement made in this affidavit which is perjurious, false or fraudulent.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

Federal Guidelines for Exemption Pursuant to Date of Death and Federal Gross Estate:

January 1, 1986 – December 31, 1997 Less Than or Equal to \$600,000
January 1, 1998 – December 31, 1998 Less Than or Equal to \$625,000
January 1, 1999 – December 31, 1999 Less Than or Equal to \$650,000
January 1, 2000 – December 31, 2001 Less Than or Equal to \$675,000
January 1, 2002 – December 31, 2003 Less Than or Equal to \$1,000,000
January 1, 2004 – December 31, 2005 Less Than or Equal to \$1,500,000
January 1, 2006 – December 31, 2008 Less Than or Equal to \$2,000,000

State Guidelines for Exemption Pursuant to Date of Death and Federal Gross Estate:

Prior to June 9, 1994, Less Than or Equal to \$108,333
June 9, 1994 – September 30, 1998, Less Than or Equal to \$115,000
October 1, 1998 – January 31, 2000, Less Than or Equal to \$300,000
February 1, 2000 – December 31, 2001, Less Than or Equal to \$675,000
January 1, 2002 – December 31, 2009, Less Than or Equal to \$1,000,000



TITLE CLOSER

AFFIDAVIT

TRUST

AFFIDAVIT OF TRUST AND INDEMNITY

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I/We hereby certify to TitleSave Agency, Inc (the "Title Agency") and Chicago Tile Insurance Company ("Underwriter") as follows with respect to a Trust entitled,

_____, created by a Trust Agreement dated as of ____/____/_____.

1. The names and addresses of all currently acting Trustees of the Trust are:

If there is more than one trustee, then their authority is as follows (check the applicable alternative).

- Each is authorized to currently act without the agreement of the other trustees(s)
- All Trustees must sign
- Any ___ of the Trustees must sign [If this alternative is selected, fill in the number of Trustees who must sign (e.g. 2 out of 3)]
- Other: _____

2. The Trust is currently in full force and effect.

3. The undersigned is/are all of the currently acting Trustees of the Trust. Unless otherwise indicated above, one undersigned Trustee (or each of the undersigned Trustees if there is more than one) is authorized, in his/her fiduciary capacity, to sign a mortgage on behalf of the trust and the real property known as _____

4. The Title Agency and Underwriter may rely on this Affidavit; all statements contained herein are and will continue to be true and correct.

5. The Trust Agreement has not been modified, amended or revoked in any manner which may cause any of the above certifications or statements to be untrue or misleading.

6. I/We declare under penalty of perjury that all of the foregoing statements are true, correct and complete and further agree to indemnify the Title Agency, Underwriter, its directors, officers, agents, employees and stockholders for, from and against any and all loss, cost, damage and expense (including reasonable attorneys fees) resulting from or in connection with any statement contained in this Affidavit being false, incorrect or incomplete.

SIGNATURE(S) OF TRUSTEE(S):

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this _____ day of

_____, personally appeared _____

_____ the _____, of the

(Trustee, Co-Trustee or other Capacity)

(Name of Trust)

, who acknowledged to me that he/she did sign the foregoing instrument, and that such signing was his/her free act and deed.

Notary Public

Name Printed

(SEAL)

My Commission Expires _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this _____ day of

_____, personally appeared _____

_____ the _____, of the

(Trustee, Co-Trustee or other Capacity)

(Name of Trust)

, who acknowledged to me that he/she did sign the foregoing instrument, and that such signing was his/her free act and deed.

Notary Public

Name Printed

(SEAL)

My Commission Expires _____

TRUST AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, being duly sworn, deposes and says:

1. That I am the Trustee/Co-Trustee (circle one) of the _____
(name of trust) dated ____/____/____
2. I am within my rights to convey the premises known as:
_____.
3. That the above mentioned trust has not been subject to alteration, amendment, modification, or revocation since the effective date (signed date).
4. I/We make this affidavit to induce the underwriter to issue its policy of title insurance covering said premises, knowing that they will rely on the truth of the statements made in this affidavit.

Subscribed and Sworn before me on the ____ day of _____ in the year _____.

Notary Public

LIVING TRUST AFFIDAVIT

STATE OF NEW YORK)
) ss.
County of _____)

TITLE NO.: _____

I, _____, being duly sworn, deposes and says:

1. That I am the owner/seller of premises known as: _____
2. That I am the Grantor/Mortgagor and Trustee of a living trust dated ____/____/____ that included the above mentioned premises.
3. That as Grantor/Mortgagor, I have amended the Living Trust Agreement to allow the transfer of the above mentioned premises to _____ and _____ and I have done so in accordance to Article II section A. of the Living Trust Agreement that requires that any alteration, amendment, modification, or revocation shall be effective immediately upon delivery to the Trustee.
4. I/We make this affidavit to induce the underwriter to issue its policy of title insurance covering said premises, knowing that they will rely on the truth of the statements made in this affidavit.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public