



TITLE CLOSER

AFFIDAVIT

PACKET FOR

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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

“UNDERWRITER”

TITLE NO.: _____
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



THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT

County of _____) SS.:

State of New York _____)

_____, being duly sworn, deposes and says:

1) I am personally familiar with the real property known by the street address of (insert street address):
_____ Block _____, Lot _____,
and make this Affidavit as (describe capacity in which affidavit is made) _____
in connection with a deed/lease/memorandum of lease (delete inapplicable description) which transfers an
interest in the above real property, that is dated _____, and is
between _____ and _____.

2) The statements made in the Affidavit are true of my own knowledge, and I submit this Affidavit in order
that this Instrument be accepted for recording without being accompanied by a registration statement, as
such is defined by Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the
City of New York.

3) Exemption from registration is claimed because the Instrument affects neither (a) an entire multiple
dwelling as such is defined by §27-2004(a)(7) of Article 1 of Subchapter 1, of Chapter 2 of Title 27 of the
Administrative Code of the City of New York and New York State Multiple Dwelling Law §4(7) nor (b)
a private dwelling as such is defined by §27-2004 (a) (4) of Article 1 of Subchapter 1 of Chapter 2 of
Title 27 of the Administrative Code of the City of New York and of the New York State Multiple
Dwelling Law §4(6) that is required to register pursuant to, Article 2 of Subchapter 4 of Chapter 2 of Title
27 of the Administrative Code of the City of New York. The Instrument does not affect a multiple
dwelling because it affects the following (check applicable item):

- checkbox a commercial building
checkbox a one-or two family dwelling whose owner or a family member resides in the dwelling
checkbox a condominium unit in a multiple dwelling
checkbox cooperative corporation shares relating to a single residential unit in a multiple dwelling
checkbox mineral, gas, water, air or other similar rights not affecting a multiple dwelling
checkbox lease of commercial space in a multiple dwelling
checkbox vacant land

4) I am aware that this Affidavit is required by law to be submitted in order that the Instrument be recorded
or accepted for recording without being accompanied by a registration statement. I am aware that any
false statements made in this Affidavit may be punishable as a felony or misdemeanor under Penal Law
Article 210 or as an offense under Administrative Code of the City of New York §10-154.

Sworn To Before Me This
_____ Day of _____ 2009
Notary Public

Signature
Address _____
Telephone # _____