

CLASS ABSTRACT SERVICES, INC.

72 Jericho Turnpike
Suite 3
Mineola, NY 11501
www.classabstractservices.com

TELEPHONE
(516) 294-4141

TELECOPIER
(516) 294-4600

TITLE AFFIDAVIT

PREMISES: _____ DATE: _____
_____ TITLE # _____

STATE OF NEW YORK)
: ss.
COUNTY OF)

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

1. That I am the **seller** (grantor) **OR** that I am the **buyer** (grantee) in the deed conveying the premises above. I reside at _____.
- 1a. That I am the seller and am not a foreign-born alien subject to FIRPTA.
2. That I am the same person named as the grantee in the deed recorded in Liber/Reel/CRFN _____ at page _____, the deed by which I acquired title to the premises above.
3. That I have not been known by any other name in the last 10 years except _____.
4. That there are no personal, N.Y. State or federal judgments; N.Y. State or Federal Tax liens or warrants; N.Y. City judgments or liens, including Environmental Control Board, Transit Adjudication Bureau, Fire Department, Highway Department, N.Y. City Water Board or Parking Violation Bureau judgments or liens, or any other liens against me or our property, and all of the judgments or liens in the title report are not against me (* except as listed below), but against a different person with the same or similar name. I have never resided, worked at, or done business at any of the addresses stated in any of the judgments or liens in the title report.
* _____.
5. That no work has been done upon the premises which may result or has resulted in:
 - a) the filing of a Mechanic's Lien within the permissible period for filing, or
 - b) the filing of, or charges or notices by, the N.Y.C. Dept. of Rent and Housing Maintenance, Highway Dept., H.P.D. Emergency Services or any other department of the City of New York.
6. That there are no outstanding Emergency Repair charges or liens or sidewalk violations or liens due to the City of New York against these premises.
7. That the premises are vacant, there are no tenants, and there is no current lease that affects the premises.

8. That all Homeowner's Association dues and/or fees, if any, and all charges of any kind (eg. repair, maintenance, etc) that may be due or owing have been paid to date. If not, the seller agrees to indemnify Class Abstract and its underwriter in connection with said dues, fees, or charges.

9. I have received no sidewalk notices and/or assessments regarding the repair or installation of sidewalks or curbs. That there are no street vaults, openings under the sidewalk or street vault taxes owed.

10. Seller affirms that there are no foreclosed owners or relatives of foreclosed owners physically in possession of, or living at, the subject premises. In addition, seller represents that the premises are currently vacant and have been vacant for over a year.

11. That all water and sewer charges are paid and current, and if any are due, I agree to pay same promptly and hold harmless and indemnify the title company for omitting same.

12. a) that there is no real estate tax exemption/abatement, **OR**,
b) the grantor herein is rightfully entitled to the _____
(list exemption) exemption shown on the tax search in the report and that said exemption is in full force and effect and has not been modified or canceled.

13. That no **bankruptcy** proceedings have ever been filed by or against me nor has there been an assignment of rents of said premises or an assignment for the benefit of creditors.

14. That there is no other valid contract of sale for the subject premises, other than the one executed between the sellers and buyers in this transaction.

15. That for the purposes of compliance with Real Property Law 265-a (Home Equity Theft Protection Act), deponent states of his/her actual knowledge that:

- a) I am not in default of any mortgages affecting the real property by reason of there being payments due and unpaid on any mortgage for two months or more.
- b) There are no actions pending against the real property to foreclose a mortgage.
- c) The real property is not shown on an active property tax lien sale list and all real estate taxes are paid through the next tax lien period.
- d) That the premises being sold herein are not encumbered by any credit line mortgages.
- e) That there are no other mortgages on the property other than those shown in the above title report. That I have not applied for any other financing, nor have I closed any loans, which have not been recorded against the premises herein other than the closing now taking place.

16. That I am not a party to any matrimonial action brought under Domestic Relations Law Section 236.

That I make this affidavit to induce Class Abstract Services, Inc. and their underwriter to insure title to the subject premises, knowing that they will rely upon the truth and accuracy of the foregoing statements and that this affidavit is made under penalty of perjury.

Sworn to before me this _____
day of _____, 20____.

Notary Public