

STATE OF NEW YORK)

COUNTY OF _____)

TITLE NO.: _____

DATE: _____

_____, being duly sworn, deposes and says:

1. That (I am/we are) (the/a) (owner) (Shareholder/member/partner of _____), the (grantor/mortgagor/lessor) executing the (deed/mortgage/lease) of the property known as _____ to _____.
2. There are presently _____ tenants in said premises. Each of said tenants either (a) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, (b) is a statutory tenant, or (c) is a month-to-month tenant. All persons in possession are in possession pursuant to written leases as tenants only. There are no options to purchase or rights of first refusal either pursuant to written leases or by separate agreements.
3. No work has been done upon the above premises by the City of New York nor has any demand been made by the City of New York for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, Emergency Services or charges by the New York City Department for Environmental Protection for water tap closings or any related work.
4. No inspection fees, permit fees, elevators(s), sign, boiler or other charges have been levied, charged, created or incurred that may become tax or other liens pursuant to Section 26-128 (formerly Section 643a-14.0) of the Administrative Code of the City of New York, as amended by Local Laws 10 of 1981 and 25 of 1984, and Section 27-4029.1 of the Administrative Code of the City of New York as amended by LL 43 (1988) or any other section of law. The undersigned, or the entity signing below, agrees to indemnify First American Title Insurance Company of New York ("First American") for any loss, cost or damage resulting from any unpaid fee or charge claimed by the Department of Buildings and entered in the records of the City Collector after the date of closing.
5. That the bankruptcies, judgments, federal tax liens, Parking Violation Bureau judgments, Environmental Control Board liens, Environmental Control Board fire liens, Transit Adjudication Bureau liens, New York State and City tax warrants, and other liens set forth in the above captioned report of title, if any, are not against your deponent(s), but against other(s) having the same or similar name(s), and that your deponent(s) (has/have) never resided or done business, maintained an office, or registered a motor vehicle at any of the addresses listed in connection therewith.
6. That there has been no work performed by any agency of the City of New York to cure problems under the New York City Hazardous Substances Emergency Response Law, nor can any lien be incurred pursuant to the aforementioned statute. The undersigned agrees to indemnify First American from any loss, cost or damage for any lien incurred up to the date of this affidavit, whether filed or unfiled.
7. Real estate taxes, water charges, sewer rents and other assessments, if any, shown on the tax search as "subject to collection" have been paid.
8. That your deponent(s) (has/have) not been known by any other name(s), married or single, during the past ten years except _____.
9. That there has been no change in the membership of the partnership/limited liability company known as _____ since its organization, nor has there been

any change in its (partnership agreement/operating agreement). That the person(s) executing the closing instruments are authorized to bind the (corporation/partnership/limited liability company).

10. That the charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. Any unpaid New York State Franchise Tax and New York City Corporate Business Tax will be paid.
11. That your deponent(s) (is/are) the same person(s) who acquired title to the premises herein by deed recorded in the _____ County Register's Office on _____ (Liber) Record Liber) (Reel) _____ at page _____ or as CRFN # _____.
12. Neither the mortgagor or any person or entity "related" to the mortgagor, including the person or entity executing the mortgage, has within the prior twelve months executed a mortgage on other property within the City of New York. (Strike this paragraph if the property being mortgaged is other than a one-to-three family residence or dwelling and the principal amount secured by the mortgage is \$500,000.00 or more)
13. (I am not/neither of us are) a party in any matrimonial action brought to obtain separation, a divorce, an annulment, a declaration of the validity, nullity, or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property. (Strike if the closing instruments are not by a natural person or if they are being executed by a natural person and his or her spouse) (DRL Section 236)

That (I/We) make this affidavit to induce the **American Dream Abstract Inc.** and **First American Title Insurance Company of New York** to insure title free and clear of the aforesaid, knowing that it will rely on the truth of the statements herein made.

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

Notary Public

_____ [Enter name of Entity] agrees to indemnify and hold harmless **American Dream Abstract Inc.** and **First American Title Insurance Company of New York** which is insuring title under its Title No. _____ in reliance on the representations contained in the above affidavit.

_____ Name of Entity]

By: _____ [Name]

Its: _____ [Title]

Dated: _____