

SELLER AFFIDAVIT

Title #

DATE:

STATE OF NEW YORK }

PREMISES:

COUNTY OF

} ss:

being duly sworn, deposes and says:

That we reside at

After this transaction we will reside at

1. That we are the grantors in the deed conveying title to the property described in the above numbered report.
2. That we are the grantors herein and are not a foreign-alien person.
3. There are presently _____ tenants in said premises.
[] Each of said tenants either (1) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, or (2) is a statutory tenant; or
[] 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.
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.
4. That we are the same persons named as grantees in the deed recorded in Liber cp
5. That we have not been known by any other name for the past ten (10) years except _____ and there are no judgments, environmental control board judgments, parking violations bureau judgments, any other special municipal judgments, Federal or State liens or warrants against me, and any and/or all of the forgoing appearing in the above captioned report of title are not against your deponent, but against a party of the same or similar name and that I have never resided, worked at or done business at any of the addresses stated in said report.
[] The judgements and/or liens returned herein are not against the deponent but someone of a similar name.
6. 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 period for filing.
7. That there are no sidewalk notices and/or assessments regarding the repair or installation of sidewalks or curbs.
8. That all water charges are paid and current, and if not I/we agree to pay same promptly and hold harmless and indemnify the title company for omitting same.
9. [] That there is no real estate tax exemption or abatement.
[] That the grantor herein is the party entitled to the tax exemption, to wit: a _____ exemption or abatement.
10. No proceedings in bankruptcy have ever been instituted by or against me nor have ever made an assignment of rents of said premises or an assignment for the benefit of creditors.
That I / we make this affidavit to induce the above noted title / abstract company to insure title to the above captioned property, knowing they will rely upon the foregoing statements and that this affidavit is made under penalties for perjury.
11. No other valid Contract of Sale for the within described premises other than the one executed between the sellers and buyers herein.
12. **We have not been informed nor do we know that the property We are selling belongs to a homeowners association or said property is subject to any monthly or yearly maintenance or membership charges.**

13. ***There has not been any disputes with any neighbors with respect to the location of the property lines of said premises.***

14. Tax Search does not indicate any meters servicing the premises.
[] There is no meter currently servicing the premises described herein.
[x] There is a meter servicing the premises described herein. Meter #_____. Deponent has not received any notices concerning outstanding water and or sewer charges.

15. That said property is encumbered with that certain mortgage between _____ and _____ in the amount of _____ dated _____ and recorded _____ in Reel _____, at Page _____.
That deponent has not made any payments or said mortgage or the obligation thereunder, that no demand has been made for payment thereunder by the mortgagee or anyone on their behalf and no action has been threatened or commenced to foreclose the mortgage or to collect the mortgage debt.
That I have executed a mortgage to _____, dated _____ securing the original principal sum of _____ to be recorded in the _____ County Clerk's Office and that I now make this affidavit to induce _____ to disburse the mortgage proceeds of said mortgage loan.

16. That if the amount requested to pay of any existing debts is insufficient, I/we agree to immediately pay any additional funds necessary to satisfy the debt.

17. WE are aware of the fact that _____ 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, nor does _____ desire to subject itself to possible litigation in order to establish such fact.

18. We make this Affidavit to induce _____ and _____ to issue its policy of Title Insurance.

19. We hereby agree to indemnify _____ and _____ for all loss, cost or damage which it may sustain as a result of any statements in this affidavit being false or fraudulent.

20. That, for purpose 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 that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

Sworn to before me this

_____ day of _____ SS# _____ SS#
