

AFFIDAVIT OF TITLE-REFI (New York City)

TITLE #:

DATE:

State of New York)
County of _____) ss:

_____, residing at _____
_____ being duly sworn, deposes and says:

1. That (I am/we are) (the/a) (owner) (shareholder/member/partner of _____), the (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. That deponent(s) is/are the same person(s) which acquired title to the premises herein by deed dated _____ and recorded _____ in Liber/Page _____ or CRFN _____ in the New York City Register's Office of _____.

4. I/We have not been known by any other name for the past ten (10) years, except as _____.

5. Deponent(s) agree(s) to indemnify the above Title Company for any loss and/or cost of damage, for any unpaid vault charge(s) which may have been or may be levied by the City of New York.

6. Real Estate Taxes, water charges, sewer rents and other assessments, if any, shown on the tax search as "subject to collection" have been paid.

7. There are no Judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Fire Liens, including no Environmental Control Board settlement agreements, Transit Adjudication Liens, or any other liens against deponent in any jurisdiction nor are there any liens, executions, notices of attachments for the benefit of creditors against me or the Estate or proceedings in bankruptcy court against me.

8. None of the judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Fire Liens, Transit Adjudication Liens, or any other liens against deponent in any jurisdiction nor are there any liens, executions, notices of attachments for the benefit of creditors against me or the Estate or proceedings in bankruptcy court against me.

9. 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, including a residential condominium unit, and the principal amount secured by the mortgage is \$500,000 or more.

10. 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.

11. No inspection fees, permit fees, elevator(s), sign, boiler or other charges have been levied, charged 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 the Law. Deponent agrees to indemnify the above Title Co. for any loss, cost of damage for 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.

12. 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 claim be incurred pursuant to the aforementioned statute. Deponent agrees to indemnify the above Title Co. for any loss, cost or damage, for any lien incurred up to the date of this affidavit, whether filed or unfiled.

13. 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).

14. 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.

15. That I/we have executed no other mortgages encumbering the premises other than those that are set forth in the above title report.

16. All Real Property Income and Expense Statements required to be filed for income producing property with the Department of Finance, City of New York, have been filed and any penalties charged for the late filing of any RPIE Statement have been paid. The [undersigned] [entity signing below] agrees to pay any such charge and any interest thereon, if unpaid, and to indemnify _____ for any loss, cost or damage resulting from any unpaid charge imposed for the failure to timely file any required Real Property Income and Expense Statement.

17. I am/ We are not a party in any matrimonial action brought to obtain a 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 martial 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 make this affidavit to induce the _____ and _____ (underwriter) 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