



**TITLE CLOSER**

**AFFIDAVIT**

**PACKET FOR**

**SELLER**

# SELLER AFFIDAVIT

PLEASE FILL IN ALL THE BLANKS OR N/A IF NOT APPLICABLE

STATE OF NEW YORK )  
 ) ss.  
County of \_\_\_\_\_ )

TITLE NO: \_\_\_\_\_

## *STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE*

I, \_\_\_\_\_ being duly sworn, deposes and says:

1. That I am a seller/owner of the real property located at \_\_\_\_\_, \_\_\_\_\_, New York and I am party to the deed and mortgage and other documents executed herewith and described in the annexed title report knowing that the title insurance company and title agency will rely upon the truthfulness of the statements herein;
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 been instituted by or against me in any court or before any officer in 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. That I have owned and occupied the property now being sold or mortgaged since \_\_\_\_\_, and my enjoyment thereof has been peaceable and undisturbed and the title to the property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me; my possession was uninterrupted and continuous, open, notorious, hostile and adverse to all others and exclusive of the right or claim of any other person or persons;
7. That there are \_\_\_\_\_ present tenants.  
 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.  
 Each of said tenant either (1) is in possession under lease containing a standard subordination clause fully and conditionally subordinating said lease to all existing and future mortgages, or (2) is a statutory tenant.  
 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.
8. That I/we are the same person named grantee in the deed recorded in Liber/Reel \_\_\_\_\_ Page \_\_\_\_\_.
9. 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 filing period.
10. That all water charges are paid and current, and if not I/we agree to pay promptly and hold harmless and indemnify the Title Agency and Underwriter herein mentioned.
11.  There is no real estate tax exemption or abatement.  
 That the grantor herein is the party entitled to the exemption, known as \_\_\_\_\_ exemption or abatement.
12. That during the time of ownership of the premises I have conveyed no portion thereof nor done any act or allowed any act to be done which has changed the boundaries of the premises; I have allowed no encroachments on the premises by any adjoining land owners nor have I encroached upon any property of any adjoining land owner; I have allowed no easements, rights of way, continuous driveway usage, drain, sewer, gas, or oil pipeline or other rights or passage to others over the premises and have no knowledge of such adverse rights unless specifically set forth in the annexed title report.
13. No other valid Contract of Sale for the within described premises other than the one executed between the sellers and buyers herein.
14. I have not received any notice to install or repair sidewalks, and or curbs on the above said premises and there are not any street vaults.
15. That I have no knowledge of any springs, streams, rivers, ponds or lakes bordering or running through the premises;
16. That I have no knowledge of any violations of any covenants, Emergency Repair Notices pursuant to Chapter 26 Section D-26-57.01 of Administrative Code of The City of NY, restrictions or agreements affecting the premises except as set forth in the annexed title report;
17. That no fees for inspection, re-inspection, examination or services performed by the Department of Building have been levied, charged or incurred that may become a lien on the captioned property;

18. That there is no credit line mortgages open affecting the property. In the event that there are any open credit line mortgages affecting the property I hereby cancel my right to draw against said credit line and direct that such mortgage be satisfied of record.
19. That there are no actions pending in any court that could affect the title to the premises or cause a lien thereon.
20. That said property is encumbered with a certain mortgage between (seller) \_\_\_\_\_ and (lender) \_\_\_\_\_ in the amount of \_\_\_\_\_, dated \_\_\_\_\_ and recorded in (county) \_\_\_\_\_ under Liber/Reel \_\_\_\_\_, at Page \_\_\_\_\_.  
That deponent has not failed to make any payments on above said mortgage and no demand has been made for payment by mortgagee or anyone on their behalf and no action has been threatened or commenced to foreclose the mortgage or to collect the mortgage debt.
21. That if, the below mentioned Title Agency is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00
22. That if the amount requested to pay off any existing debts is insufficient; I/we agree to immediately pay any additional funds necessary to satisfy the debt.
23. I/We hereby indemnify the Title Agency and Underwriter herein mentioned for any loss or damage, which it may sustain as a result of any statements in this affidavit being false or fraudulent.
24. 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 and for documenting the nonforeign affidavit exemption to the withholding requirements of Section 1445 of the Internal Revenue Code.
25. That for purposes of compliance with Section 265-a of 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).
26. Deponent states that he/she has read the foregoing affidavit and knows of his/her own knowledge that the facts therein stated are true under penalties for perjury.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and Sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

# SELLER HOME EQUITY THEFT 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 seller/owner of the real property located at \_\_\_\_\_, \_\_\_\_\_, New York
2. I make this affidavit in response to certain exception in the Title Report No. \_\_\_\_\_ ("the Title Report") issued by \_\_\_\_\_, ("Title Agency") knowing that they will rely upon the truthfulness of the statements herein.
3. The Premises are owned by \_\_\_\_\_ (the "Fee Owner").  
I make this affidavit as the \_\_\_\_\_ of the Fee Owner.
4. That the Fee Owner acquired title by deed dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in Liber/Reel \_\_\_\_\_ Page \_\_\_\_\_
5. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission warrants,) (New York City Tax Warrants) set forth as Exception(s) \_\_\_\_\_ in the captioned title report are against the Fee Owner; and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.
6. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.
7. That no fees for inspection, re-inspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.
8. That there are presently \_\_\_\_\_ tenants in the Premises; and that each of the tenants is \_\_\_\_\_ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or \_\_\_\_\_ In possession as tenant only and that there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.  
\_\_\_\_\_ That there are no tenants in possession of the captioned premises.
9. That none of the current fee owner(s) has been known by any other name in the past ten years other than:  
\_\_\_\_\_
10. **That, for purposes 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 the Premises is not subject to a mortgage 2 months in arrears.**

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and Sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SELLER MORTGAGE PAYOFF INDEMNITY 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 the owner/seller of premises known as: \_\_\_\_\_
2. I am aware of the payoff letter(s) of: \_\_\_\_\_; dated \_\_\_\_\_, showing the prior balance and per diem interest, required to satisfy the existing mortgage(s) and have reason to believe the same is/are correct in all respects; in the event that there are any open credit line mortgages affecting the property, I hereby cancel my right to draw against said credit line and direct such mortgage be satisfied of record.
3. I am (We are) also aware of the fact that \_\_\_\_\_ (hereinafter referred to as "Title Company"), 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), and Title Company does not desire to subject itself to possible litigation in order to establish such fact.
4. To induce Title Company to accept such payoff letter(s) and as escrowee, I (we) agree to indemnify and hold Title Company for so doing. I further agree to repay Title Company, or pay directly the mortgagee(s) as Title Company directs, such monies as Title Company deems in their sole judgment is necessary to perform the purpose of this escrow and pay off the loan in full.
5. That if, the above below mentioned Title Company is required to obtain a duplicate satisfaction and record the same that the deponent will pay for the duplicate satisfaction if necessary, and recording of same up to the cost not to exceed \$150.00. That if the amount requested to pay off any existing debts is insufficient; I/we agree to immediately pay any additional funds necessary to satisfy the debt.
6. To assure Title Company of my/our availability for the purpose of reimbursing Title Company under paragraph 4, I (we) freely furnish the following information:

SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

(My)/(Our) employer(s) company name and address is:

1. \_\_\_\_\_

2. \_\_\_\_\_

7. I am NOT moving out of State at this time and our permanent address after if selling above premises will be:

\_\_\_\_\_

8. In the event that I (we) leave the state, I (we) can be reached through the following (indicate relationship):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and Sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SELLER SURVEY AFFIDAVIT**

(One to four family residential dwelling)

STATE OF NEW YORK )  
 ) ss.  
County of \_\_\_\_\_)

TITLE NO.: \_\_\_\_\_

PREMISES: \_\_\_\_\_, NY

COUNTY: \_\_\_\_\_

DISTRICT: \_\_\_\_\_ /SECTION: \_\_\_\_\_ / BLOCK: \_\_\_\_\_ / LOT: \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, deposes and says:

1. I/We reside at the premises described above; I/We are the owners and or sellers/borrowers of said premises; the said premises is not subject to a land contract sale; and there are no other tenants except as follows;
2. I/We are unaware of any judgment, encumbrance or lien on the premises or of any federal tax lien outstanding against me/us and I/we are currently not in bankruptcy. No claim has been asserted of any right in or title to the insured premises, or any defect in my /our title or interest therein not shown as an exception to the title report.
3. There has not been any dispute with any neighbor with respect to the location of any structures or our property lines.
4. That the structures have been in existence in their current condition for at least two years.
5. This affidavit is made to induce, \_\_\_\_\_ "The Underwriter" and \_\_\_\_\_ "The Title Agency" and to issue a title insurance policy covering the property.
6. I/we have owned the premises since \_\_\_\_\_.
7. That none of the improvements on structure lie within the bed of the above mentioned Street / Road / Avenue Court or other road type the premise resides.

\_\_\_\_\_  
  
\_\_\_\_\_

Subscribed and Sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SELLER 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 seller/owner of the real property located at \_\_\_\_\_,  
\_\_\_\_\_, New York.
2. That deponent has filed and received Star, Veterans, Senior Citizen and/or any other exemptions on the real estate taxes payable on the aforementioned property.
3. That deponent 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 and title agency 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

NEW ADDRESS OF DEPONENT (If Applicable)

\_\_\_\_\_  
\_\_\_\_\_

# SELLER ESCROW AGREEMENT

TITLE NO.: \_\_\_\_\_

DEPOSIT \_\_\_\_\_

SERVICE CHARGE \_\_\_\_\_

\_\_\_\_\_  
**“Underwriter”**

DEPOSITOR: Seller

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 \_\_\_\_\_

\_\_\_\_\_  
Seller/Depositor

\_\_\_\_\_  
Seller/Depositor

\_\_\_\_\_  
Seller/Depositor

\_\_\_\_\_  
Seller/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.