

TITLE CLOSER

AFFIDAVIT

PACKET FOR

REFINANCES

TITLE CLOSER REQUIREMENTS TITLESAVE AGENCY

When closing for TitleSave please return the following.

AFFIDAVITS: (Staple) ID's to front of Affidavits and have them notarized and completed.

ESCROW AGREEMENT: (Staple) Escrow Agreement Signed to Copy of Tax Schedule Page or Tax Contin Page.

PAYOFFS: Return Copies For Each Mortgage or Judgment Payoff (Stapled Together):

> Payoff Check Copy – Cover Page Payoff Letter Copy Mortgage Schedule or Judgment Copy Payoff Statement Copy Express Mail Receipt Copy

Copy of Marked Up Title Report

Copy of Signed Mortgage Page(s) Showing the Lender and Borrower and the Signature and Notary Page. If a Purchase 1 Copy of Deed, TP584 and RP5217 and

Actual Mortgage or Deed and Docs, make sure: The Names Are Correct The Amount Is Correct Signed By All Parties Notary Signed & Stamp Legible Property Description Attached Complete Recording Cover Page (If Applicable)

CLOSING AFFIDAVIT

STA	TE OF NEW YORK)	TITLE NO.:		
) ss.			
Cou	nty of)			
I.			, being duly sworn, deposes and says:		
., 1.	That I am the owner of the		, being day ononi, depecto and cayo.		
			documents executed herewith and described in the annexed title report;		
2.			ned in Section 1445(f) of Internal Revenue Code; (my)/(our) Social Security Number is		
			, I am not subject to backup withholding;		
3.	That (I)/(we) have not bee	n known by any other nan	ne(s) married or single, during the ten years last past, except;		
4.	That there are no Judgme	nts including Environment	tal Control Board and Parking Violations Bureau Judgments or Local, State or Federal		
	Tax Liens against me uns	atisfied of record in the Co	ourts of this and any State in the United States and the Judgments set forth in the		
	annexed title report, if any	, are not against me but a	person of similar name and I have never resided, registered a vehicle or conducted		
	business at the premises i	ndicated against the judge	ment debtor;		
5.			instituted by or against me in any court or before any officer of any state, or the		
			nment for the benefit of creditors, nor an assignment, now in effect of the rents of		
	said premises or any part				
6.			being sold or mortgaged since, and my enjoyment thereof has been		
			erty has never been disputed or questioned to my knowledge, nor do I know of any id property might be disputed or questioned, or by reason of which any claim to any		
		•	my possession was uninterrupted and continuous, open, notorious, hostile and		
		-	aim of any other person or persons;		
7.		-	parties in possession of said premises, except (if none, state "none"), and		
	the premises are used sol				
8.			have conveyed no portion thereof nor done any act or allowed any act to be done		
	-		I have allowed no encroachments on the premises by any adjoining land owners nor		
	-		ng land owner; I have allowed no easements, rights of way, continuous driveway		
			ts or passage to others over the premises and have no knowledge of such adverse		
	rights unless specifically s	et forth in the annexed titl	e report;		
9.	I have not received any no	otice to install or repair sid	ewalks, and or curbs on the above said premises and there are not any street vaults.		
10.	That I have no knowledge	of any springs, streams, i	rivers, ponds or lakes bordering or running through the premises;		
11.	That I have no knowledge	of any violations of any c	ovenants, Emergency Repair Notices pursuant to Chapter 26 Section D-26-57.01 of		
	Administrative Code of Th	e City of NY, restrictions	or agreements affecting the premises except as set forth in the annexed title report;		
12.	That there is no credit line	mortgages open affecting	the property. In the event that there are any open credit line mortgages affecting the		
			aid credit line and direct that such mortgage be satisfied of record.		
13.			could affect the title to the premises or cause a lien thereon;		
14.	-		roperty, Chicago Title Insurance Company and TITLESAVE AGENCY, INC. ; 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				
15.	Deponent states that he h	as read the foregoing affic	davit and knows of his/her own knowledge that the facts therein stated are true.		
	Subscribed and Sworn be	fore me on the da	ly of in the year		

Notary Public

MORTGAGE PAYOFF INDEMNITY AFFIDAVIT

ST	ATE OF NEW YORK)		TITLE NO.:	
Co	ounty of) ss.)			
I, _				, being duly swo	orn, deposes and says:
1.	That I am the owner/seller of p				
2.	I am aware of the payoff letter(s) of:			; dated
	, showing to mortgage(s) and have reason to open credit line mortgages affect direct such mortgage be satisfi	to believe the s acting the prope	same is/are corre	•	vent that there are any
3.	I am (We are) also aware of the Company"), as escrow agent to reason of error and the fact that does not desire to subject itself	e fact that TITL p pay, is subjec it the payoff let	cting itself to a ris tter(s) may not be	k of having to make good deemed an estoppel(s),	d any deficiency by
4.	To induce Title Company to ac Title Company for so doing. If Company directs, such monies purpose of this escrow and pay	urther agree to as Title Comp	o repay Title Com bany deems in the	pany, or pay directly the	mortgagee(s) as Title
5.	That if, the below mentioned T that the deponent will pay for th to exceed \$150.00. That if the immediately pay any additional	tle Agency is r ne duplicate sa amount reques	equired to obtain atisfaction if neces sted to pay off any	ssary, and recording of says and recording of says and recording of the says and the says and the says and the says and the says are says are says and the says are sa	ame up to the cost not
6.	To assure Title Company of my 4, I (we) freely furnish the follow	//our availabilit	ty for the purpose		npany under paragraph
	SS#:		Phone N	0.:	
	SS#:			0.:	
	(My)/(Our) employer(s) compa				
	1				
	2				
7.	I am NOT moving out of State	at this time and	d our permanent a	address after if selling ab	ove premises will be:
8.	In the event that I (we) leave th	e state, I (we)	can be reached t	hrough the following (ind	licate relationship):
	Subscribed and Sworn before	me on the	day of		in the year

AFFIDAVIT FOR SPECIAL SURVEY ENDORSEMENT

(One to four family residential dwelling)

ST	ATE OF NEW YORK)		TITLE NO.:
Co	unty of) ss.)		
СС	EMISES:			
DIS	STRICT:/SEC1	FION	/ BLOCK:	/ LOT:
I, _				_, being duly sworn, deposes and says:
1.				nd or sellers/borrowers of said premises; no other tenants except as follows;
2.		/we are currently	y not in bankruptcy.	ises or of any federal tax lien No claim has been asserted of any right rest therein not shown as an exception to
3.	There has not been any dispute property lines.	with any neighb	or with respect to the	location of any structures or our
4.	That the structures have been ir	n existence in the	eir current condition fo	or at least two years.
5.	This affidavit is made to induce title insurance policy covering the		surance Company an	d TITLESAVE AGENCY, INC. to issue a
6.	I/we have owned the premises s	since		
7.	That none of the improvements Court or other road type the pre		within the bed of the a	above mentioned Street / Road / Avenue
			_	

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

NYC	THE CITY OF NEW YORK DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT			
Department of Housing Preservation & Development nyc.gov/hpd		AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT		
County of) SS.:			
State of New York)	being duly sworn, deposes and says:		

1) I am personally familiar with the real property known by the street address of (insert street address):

		ВІОСК	, Lot	,
and make this Affidavit	as (describe capacity in which	affidavit is made)		
in connection with a dee	d/lease/memorandum of lease	(delete inapplicable de	escription) which transfe	ers an
interest in the above real	property, that is dated	, and is		
between	and		·	

- 2) The statements made in the Affidavit are true of my own knowledge, and I submit this Affidavit in order that this Instrument be accepted for recording without being accompanied by a registration statement, as such is defined by Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York.
- 3) Exemption from registration is claimed because the Instrument affects neither (a) an entire multiple dwelling as such is defined by §27-2004(a)(7) of Article 1 of Subchapter 1, of Chapter 2 of Title 27 of the Administrative Code of the City of New York and New York State Multiple Dwelling Law §4(7) nor (b) a private dwelling as such is defined by §27-2004 (a) (4) of Article 1 of Subchapter 1 of Chapter 2 of Title 27 of the Administrative Code of the City of New York and of the New York State Multiple Dwelling Law §4(6) that is required to register pursuant to, Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York. The Instrument does not affect a multiple dwelling because it affects the following (check applicable item):

a commercial	building
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- \square a one-or two family dwelling whose owner or a family member resides in the dwelling \square a condominium unit in a multiple dwelling
- Cooperative corporation shares relating to a single residential unit in a multiple dwelling
- imineral, gas, water, air or other similar rights not affecting a multiple dwelling
- lease of commercial space in a multiple dwelling
- vacant land
- 4) I am aware that this Affidavit is required by law to be submitted in order that the Instrument be recorded or accepted for recording without being accompanied by a registration statement. I am aware that any false statements made in this Affidavit may be punishable as a felony or misdemeanor under Penal Law Article 210 or as an offense under Administrative Code of the City of New York §10-154.

Sworn To Before Me This	Signature	
Day of2009	Address	
Notary Public	Telephone #	



Printed on paper containing 30% post-consumer material.

TAX EXEMPTION AFFIDAVIT

STATE OF NEW YORK)) ss.		TITLE NO	TITLE NO.:	
Co	unty of)			
I, _		, being	duly sworn, deposes and says:	
1. 2.	That I am the owner/seller of premises know That deponent has filed and received Star, v estate taxes payable on the aforementioned	Veterans, Senior Citizen and/or ar	ny other exemptions on the real	
3.	That your deponent has been entitled to and captioned title report, pursuant to the order of			
4.	In the event there is any property restoration pay same and hold the underwriter - Chicago TITLESAVE AGENCY, INC. harmless for an	o Title Insurance Company and the	e insurance agency -	
5.	I/We make this affidavit to induce the under knowing that they will rely on the truth of the	statements made in this affidavit.	urance covering said premises,	
	Subscribed and Sworn before me on the	day of	in the year	
	Notary Public			

NEW ADDRESS OF DEPONENT (If Applicable)

CERTIFICATION STATEMENT

Title No.:_____

I, Stephen H. Woods, of TitleSave Agency, Inc. whose office is at 105 Maxess Road, Suite 124S, Melville, NY 11747 hereby certify that the Title Premium(s) were properly calculated and found to be accurate.

Title costs for this transaction may include charges for certain services not specified in the TIRSA Rate Manual and are provided by TitleSave Agency, Inc. at the request of your lender or attorney. The issuance of the title policy is not dependent upon the performance of such additional services.

The insured has paid the title agent only the premium for the title policy in accordance with the insurers filed rates and any additional charges are reasonably to the work performed and are not excessive. Your costs for these additional services are among the lowest charged by title companies in NY State.

the have

President

Date

Acknowledgement of Receipt by Purchaser and/or Borrower

Name

Date

Name

Date

Chicago Title Insurance Company	TITLE NO.:	
ESCROW AGREEMENT	OF DEPOSIT	
	AMOUNT COLLECTED	
	AS SERVICE CHARGE	
DEPOSITOR:BuyerSellerBorrower	PREMISES:	
Name(s):	Address:	
Address (if not premises):		
	County:	
Phone Number :	District: Section:	
Social Security:	Block: Lot:	
A. ☐ PAY, satisfy, or otherwise dispose of the following liens	or other charges affecting said premises:	
together with any interest, penalties and other charges; return		
20 of the following:		,
The Depositary agrees to refund the deposit upon performance	ce satisfactory to it of the Depositor's obligations.	
Dated:20		
Borrower/Depositor	Depositary	_
Individual Guara	anty	
To induce Depositary to enter into this agreement, the performance of all the obligations of the Depositor hereunder.	e undersigned unconditionally guarantees the	
Guarantor' Name		
Guarantor's Address	Guarantor's Signature	

TERMS, COVENANTS AND CONDITIONS

- In the event that Depositor fails to comply with any of Depositor's obligations hereunder, and/or, if Depositary deems it advisable to protect the title to the insured premises or the marketability thereof, Depositary 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 Depositary from all losses, expenses, disbursements and counsel fees arising out of Depositor's failure to comply with its obligations under this Agreement, and Depositary is authorized to offset against the Deposit or any other of Depositor's funds held by Depositary, any amounts that Depositor owes to Depositary for any reason, including but not limited to Depositor's indemnification, unpaid title charges, and losses and expenses incurred by Depositary 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 Depositary.
- 3. Depositor agrees to pay on demand any additional amount required by Depositary ("Deficiency") in case the Deposit or other funds held by Depositary are not sufficient to satisfy any amounts owed to Depositary. In the event that Depositary deems it necessary to retain counsel to commence an action against Depositor for the recovery of a Deficiency, Depositary shall have the right to collect from Depositor, and Depositor shall be required to pay to Depositary as part of the Deficiency, all costs, disbursements and attorneys' fees incurred by Depositary.
- 4. In consideration of its obligations under this Agreement, Depositor assigns to Depositary 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 Depositary, 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 Depositary'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 Depositary with a minimum charge of \$100.00.
- 7. Any term or provision contained in this Agreement to the contrary notwithstanding, funds deposited with Depositary with respect to a judgment may beheld by Depositary until Depositary determines that the lien of said judgment cannot be extended, and funds deposited with Depositary with respect to a mechanics lien which is hereafter vacated by court order may be held by Depositary 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 Depositary on the Deposit.
- 9. Depositary 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. Depositary 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 Depositary 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 Depositary 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 Depositary 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.

AFFIDAVIT IN CONNECTION WITH NO CONSIDERATION TRANSFER

STATE OF NEW YORK	TITLE NO.:
) ss. County of)	
Grantor (s) under penalties of perjury as follows:	, being duly sworn deposes and says
I/We are the Grantor (s) in the deed dated	delivered to the
County Clerks Office for recording conveying tit	tle in the property known as:
(Section	Block Lot)
I/We hereby acknowledge and confirm the exec	cution and delivery of said deed to the grantee(s) herein named:
THE UNDERSIGNED REPRESENTS THAT TH	HE GROUNDS UPON WHICH THE CLAIM OF NO
CONSIDERATION IS BASED AS FOLLOWS:	
The aforementioned no consideration transfer v	was made solely for the grounds stated herein.
I/We affirmatively represent that said transfer de	oes not leave insolvent, and is not done to hinder delay or fraud
creditors. Therefore, any returns filed in conne	ction with this no consideration deed shall be free from any
transfer taxes. This affidavit is made to induce	TitleSave Agency, Inc. to issue its policy covering the above
referenced premises, knowing that it relies on th	he truth thereof.
Grantor (s)	
Grantee (s)	
Subscribed and sworn before me on	Subscribed and sworn before me on
,,	,,
Notary Public	Notary Public

AFFIDAVIT OF HEIRSHIP

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

STATE OF NEW YORK)	TITLE NO.:
) ss.	
County of)	
The undersigned	,	being first duly sworn, and with the understanding that
TitleSave Agency, Inc. and	d it's underwriter	will be relying on the information
contained herein in determ	nining whether or not to in	nsure title to real property, deposes and says:
1. The undersigned is the		(relationship to decedent) of
	(name of de	cedent), who died on
(date of death) at		(City),
(uaic of ucail) at		
2. (Initial and Enter Nam	(County), es) At the time	e of his/her death and
2. (Initial and Enter Nam	(County), es) At the time	(State).
2. (Initial and Enter Nam started.	(County), es) At the time were married and t	e of his/her death and
 2. (Initial and Enter Nam started. 3. That said	(County), es) At the time were married and t	e of his/her death (State). there were no divorce actions filed nor proceedings
 2. (Initial and Enter Nam started. 3. That said, Sta 	(County), es) At the time were married and t (name te of New York, on the ate, and no proceedings	(State). e of his/her death and there were no divorce actions filed nor proceedings e of decedent) died a resident of the County of day of, 20, seized of said were had in the estate) leaving him/her surviving as his/her

That said decedent left him/her surviving no husband or wife, no child or children, (legitimate or illegitimate), no adopted child or children, no descendants of any deceased adopted child or children, no father or mother, no brothers or sisters, no issue of any deceased brothers or sisters, no grandparents, no uncle, no aunt, and no issue of a deceased uncle or aunt other than those above named.

6. All the debts of the decedent, including, but not limited to, all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid, except as follows:

Deponent hereby agrees to defend, indemnify and save harmless the Companies from any claim, loss or damage arising from any statement made in this affidavit that is perjurious, false or fraudulent.

Subscribed and Sworn before me on the _____ day of _____ in the year _____.

Notary Public

PLEASE ATTACH DEATH CERTIFICATE

NO DEMAND FOR PAYMENT AFFIDAVIT

STATE OF NEW YORK)		Т	TITLE NO.:	
Co) ss. unty of)			
I, _			, being duly sworn,	
de	poses and says:			
1.	That I/we are the owners of the real property and I/we are party to the deed and mortgage annexed title report;		erewith and described in the	
2.	That said property was encumbered with a c in the amount of \$ in (county) County under	, dated/	/ and recorded	
3. 4. 5.	The above mortgage is paid in full. The above account connected to the mortga That deponent has not received any demand mortgage and no demand has been made fo has been threatened or commenced to forec	ge is closed. ds for payment nor failed to make a or payment by mortgagee or anyone	any payments on above said e on their behalf and no action	
6.	That if, TitleSave Agency, Inc. is required to deponent will pay for the duplicate satisfactic exceed \$150.00.	obtain a duplicate satisfaction and	record the same that the	
7.	Deponent states that he/she has read the for facts therein stated are true under penalties		er own knowledge that the	
	Subscribed and Sworn before me on the	day of	in the year	
	Notary Public			
	CURRENT ADDRESS AND TELEPHONE NU	MBER OF DEPONENT		

_

JUDGMENT AFFIDAVIT

STATE OF NEW YORK		_E NO.:				
County of) ss. _)					
The undersigned, being duly sworn, dep	pose(s) and say(s) that:					
1. The undersigned is named as grante in the County		/ that is or to be recorded				
2. The undersigned are/were the owner	s in fee of the premises known as:					
 We have seen the results of the judgment and lien search that detailed judgment(s) in the title report and they are not against me but someone of a similar name. 						
4. There are no other judgments, tax lie against the undersigned in any city or s		r liens of any nature whatsoever				

5. Neither of the undersigned has been adjudicated incompetent or bankrupt and the undersigned has not filed any petition in bankruptcy nor has an involuntary petition in bankruptcy been filed against either of the undersigned except the filing of ______ that was discharged ______ on behalf of ______.

6. This affidavit is made with the express understanding of the undersigned that a Lender and Title Insurer will rely upon the truth and accuracy of all of the statements contained herein in closing the purchase of said premises.

Subscribed and Sworn before me on _____

Notary Public

NY and FEDERAL ESTATE TAX EXEMPTION AFFIDAVIT

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

STATE OF NEW YORK)		TITLE NO.:					
Сс	ounty of)SS.)					
			being duly sworn, depose(s) and say(s):				
1.			and am the (Executor-Administrator-Specify who died a resident of County				
2.	I am fully familiar with the a [Unit/Apt.]	[Street Address]]	,			
	[City] ([Section]	, [State]	[Zıp])				
3.	annuities, personal property, interests in a partnership or unincorporated business and the value of the decedent's adjusted lifetime gifts) is less than \$ and said estate is not subject to any Federal Estate Tax.That the gross value of the decedent's estate, (including the net value of the property being conveyed) does not exceed \$, and that as a result of such valuation there will be no New York State Estate Tax or Federal Estate Tax imposed on the decedent's estate. This affidavit is made to induce (the "Company") to issue its policy of title insurance covering said premises, knowing that the Company will rely on the truth of the statements made in this affidavit. Deponent hereby agrees to defend, indemnify and save harmless the Company from any claim, loss or damage arising from any statement made in this affidavit which is perjurious, false or fraudulent.						
	Subscribed and Sworn bef	ore me on the	day of	i	n the year		
	Notary Public						
	Federal Guidelines for Exe	motion Purcuant to Da		al Crass Estates			

June 9, 1994 – September 30, 1998, Less Than or Equal to \$115.000 October 1, 1998 – January 31, 2000, Less Than or Equal to \$300,000 February 1, 2000 – December 31, 2001, Less Than or Equal to \$675,000 January 1, 2002 – December 31, 2009, Less Than or Equal to \$1,000,000