



**AFFIDAVIT OF TITLE (New York City)**

TITLE #: \_\_\_\_\_

DATE: \_\_\_\_\_

State of New York )  
County of ) ss:

\_\_\_\_\_ and \_\_\_\_\_ Residing at \_\_\_\_\_  
\_\_\_\_\_ 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 is (are) presently ( ) tenant(s) in said premises. Said tenant(s) is (are) in possession under written lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages. 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 recorded in the \_\_\_\_\_ County Register's Office on \_\_\_\_\_ in Liber/Reel \_\_\_ page \_\_\_\_\_ or as CRFN \_\_\_\_\_.

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 Co. for and loss, 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, 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 proceedings in bankruptcy court against me.

8. None of the judgments, federal tax liens, parking violation judgments, environmental control board lien, environmental control board fire liens, transit adjudication liens, or state tax warrants, set for in Exception(s) \_\_\_\_\_ are against deponent(s). Deponent has (have) never resided or maintained an office at any of the addresses in the federal tax liens, parking violation judgments, environmental control fire liens, transit adjudication liens, state tax warrants listed above.

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. (I am not/neither of us are) 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/We make this affidavit to induce Langdon Title Agency, LLC and \_\_\_\_\_ (underwriter) to insure said title free and clear of the aforesaid.

Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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