

**SELLER/OWNER AFFIDAVIT**

STATE OF NEW YORK )  
 ) :SS  
COUNTY OF )

being duly sworn, deposes and says that:

I (We) reside at \_\_\_\_\_

I (We) am (are) the owner of - , NY (herein after the "Premises") and the grantee described in a certain deed recorded in County dated \_\_\_\_\_ and recorded on \_\_\_\_\_ Liber \_\_\_\_\_ at Page \_\_\_\_\_.

Said Premises have been in my (our) possession since \_\_\_\_\_; my (our) possession has been peaceable and undisturbed, and the title thereto has never been disputed, questioned, or rejected. I (We) know of no facts by reason of which said premises or part of said premises or any interest therein adverse to me (us) might be set up. There are no federal tax claims or liens assessed or filed against me (us).

There are no judgments or bankruptcy proceedings against me (us) unpaid or unsatisfied either recorded or unrecorded in public records, and said premises are, free from all leases, mortgages, taxes, assessments, water charges, sewer rents, violations and other liens and encumbrances.

I (We) have been known by no other name in the last 10 years other than \_\_\_\_\_. I was (We were) married on \_\_\_\_\_. I am (We are) over the age of twenty-one years.

I (We) have read the schedule of judgments, federal tax liens, Environmental Control Board Liens, Parking Violation Bureau Judgments, New York City Tax Warrants, New York state tax warrants and bankruptcy reports, if any, contained in the above captioned title report. I am (We are) (it is) not the party mentioned in said returns and said returns are not against me (us, it) or affect me (us, it) in any way.

I (We) have never resided, done business or worked at any of the addresses stated in said report.

I (We) have not received any notice from any municipality to install or repair sidewalks and/or curbs to the subject Premises.

No labor has been performed or materials furnished within the last 18 months that could result in a mechanics lien filed against subject Premises.

No work has been done or demanded to be done or notice given of any violation at the subject Premises by any municipality that may result in any charges/liens by any state/town/city agency, or in Emergency Repair Liens.

There are no street vaults affecting the premises.

That the charter of said corporation is in full force and the effect and no proceeding is pending for its dissolution or annument. That all license, franchise and city corporation taxes due and payable are paid in full.

That there are no tenants or occupants in possession or that have a right of possession of said Premises.

If there is any tax exemption affecting the Property, the undersigned applied for (or is the unremarried surviving spouse of the property owner entitled to said exemption) and was granted such exemption that is currently in full force and effect. That there has been no work done upon the Property by the City of New York, nor has the City made any demand for any such work that may result in charges by the a) The New York City Department of Rent and Housing Maintenance, b) The New York City Department of Environmental Protection, c) New York City Building Department, or d) The New York City Department of Health. That no fee(s) for inspection, reinspection, examination or service performed by the Department of Housing and Building have been levied, charged, created or incurred that may become a lien on the Property.

That there are no other liens issued pursuant to the Administrative Code of the City of New York which may effect the Property.

There are no other instruments, including deeds, mortgages, UCC's or Lis Pendens affecting the Premises that are not of record.

That all outstanding judgments and mortgages are being satisfied as of the date hereof and the equity line of credit secured by the Premises, if any, shall not be further accessed by the undersigned.

That if requested by Vista Land Services or someone acting on behalf of Vista Land Services, I (We) agree to fully cooperate in correcting any clerical errors or omissions with regard to the execution of any closing documents and/or any monies collected with regard to title charges.

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 which is in default (more than two months in arrears.)

This affidavit is made to induce Vista Abstract, Inc. d/b/a Vista Land Services as agent for Chicago Title Insurance Company to issue its title insurance policy in connection with the conveyance of the Premises, knowing that they rely on the statements herein made.

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Sworn to me this  
Day of

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Notary Public