

**AFFIDAVIT OF TITLE WITH INDEMNITY**  
**Provided by A.R.S. Abstract, Ltd.**

**STATE OF NEW YORK**

**Title No.:** \_\_\_\_\_

**COUNTY OF**

, being duly sworn, deposes & says:

I reside at:

and am about to move to

*\*If owner is a corporation, fill in office held by deponent and name of corporation.*

I am\* \_\_\_\_\_ of the owner of the premises known as title to which deponent(s) acquired by deed recorded in Liber/Reel: \_\_\_\_\_

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That I have not been known by any other name since \_\_\_\_\_; that such possession has been peaceable and undisturbed, and the title thereto has never been disputed, questioned or rejected. I know of no facts by reason of which said possession or title might be called into question, or by reason of which any claim to any part of said premises or any interest therein adverse to said owner might be set up. There are no federal tax claims or liens assessed or filed against said owner. There are no judgments against said owner unpaid or unsatisfied of record entered in any court of this state or of the United States, there are no parking violation judgments, environmental control board liens, Transit Adjudication Bureau judgments, emergency repair liens or any municipal lien which is imposed against the owner or said premises, which would constitute a lien on said premises, and said premises are, as far as I know, free from all leases, mortgages, taxes, assessments, water charges, sewer rents and other liens or encumbrances, except those set forth in the above report.

No proceedings in bankruptcy have ever been instituted by or against me (it) in any court.

*\*These paragraphs are to be omitted if owner is not a Corporation*

\*The charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. All license, state franchise taxes and any City Business Tax if applicable has been paid in full.

\*The undersigned agrees to pay or resolve, any unpaid corporate tax, or file the appropriate tax reports which may be due at the time of closing. The undersigned also agrees to hold harmless the Title Insurance Company with respect to same.

*\*\*This paragraph is to be omitted if owner is not a partnership*

\*\*There has been no change in the membership of the partnership known as \_\_\_\_\_ since its organization, nor has there been any change in the Partnership Agreement. That the person(s) executing the closing instruments has the authority to bind the partnership.

I have read the schedule of judgments, federal tax liens, New York State Tax warrants and bankruptcy report(s) (if any) contained in the above captioned report of title. I am (it is) not the party mentioned in said returns. That none of the said returns is against me (us, it) or affect me (us, it) in any way. That I (we) have never resided, worked, or done business at any of the addresses stated in said report.

There are no vault spaces or vault space charges affecting the subject premises.

There are presently ( ) tenants in said premises. Each of said tenants, if a number greater than "0" was inserted, is either:

- (a) \_\_\_\_\_ in possession pursuant to a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, or
- (b) \_\_\_\_\_ 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 agreements.

I have not received any notice from the City of New York to repair any sidewalk(s) abutting the above referenced property.

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 lien be incurred pursuant to the aforementioned statute.

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 of Environmental Protection for water tap closings or related work.

No inspection fees, permit fees, elevator(s), sign, boiler or other charges have been levied, charged created or incurred that may become a tax or other lien. I (we) agree to indemnify the herein referenced title insurance company for any loss, cost or damage resulting from any unpaid fee or charge claimed by the Department of Buildings or the Fire Department entered in the records of the City Collector after the date of closing.

I/We are currently residing at the premises herein and have not at any time been a patient in a nursing facility, facility for mentally retarded, or medical institution, while receiving medical aid from the Department of Social Services.

This affidavit is made to induce to accept a \_\_\_\_\_

of (on) said premises, and to induce the

**Title Insurance Company of New York** to issue its policy of insurance numbered above covering said premises knowing that they will rely on the statements herein made. Deponent hereby agrees to defend, indemnify and hold harmless the Company from any claim, loss or damage arising from any statement made in this affidavit which is perjurious, false or fraudulent.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_.