

REFINANCE AFFIDAVIT

STATE OF NEW YORK

County of _____

1. I am/we are the grantor/grantee/mortgagor in the deed/mortgage conveying/mortgaging title to the property described in the above numbered report.
2. That I am/we are the grantor herein and am/are not a foreign-alien person.
3. There are presently _____ tenants in said premises.
[] Each of said tenants either (1) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, or (2) is a statutory tenant; or
[] 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. 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.
4. That I am/we are the same person named as grantee in the deed recorded in Liber/Reel _____ page _____.
5. I/we have not been known by any other name for the past ten (10) years except _____ and there are no judgments, environmental control board judgments, parking violations bureau judgments, any other special municipal judgments, Federal or State liens or warrants against me, and any and/or all of the foregoing appearing in the above captioned report of title are not against your deponent, but against a party of the same or similar name and that I have never resided, worked or done business at any of the addresses stated in said report.
[] The judgments and/or liens returned herein are not against the deponent but someone of a similar name.
6. 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 period for filing.
7. That there are no street vaults, openings under the sidewalk, sidewalk notices and/or assessments regarding the repair or installation of sidewalks or curbs.
8. That all water charges are paid and current, and if not, I/we agree to pay same promptly and hold harmless and indemnify the title company for omitting same.
9. [] That there is no real estate tax exemption or abatement.
[] That the grantor herein is the party entitled to the tax exemption, to wit: a _____ exemption or abatement.
10. No proceedings in bankruptcy have ever been instituted by or against me nor have ever made an assignment of rents of said premises or an assignment for the benefit of creditors.
That I/we make this affidavit to induce the above noted title/abstract company to insure title to the above captioned property, knowing they will rely upon the foregoing statements and that this affidavit is made under penalties for perjury.
11. No other valid Contract of Sale for the within described premises other than the one executed between the sellers and buyers herein.
12. There have not been any disputes with any neighbors with respect to the location of the property lines of said premises.
13. Tax Search does not indicate any meters servicing the premises.
[] There is no meter currently servicing the premises described herein.
[] There is a meter servicing the premises described herein. Meter # _____. Deponent has not received any notices concerning outstanding water and/or sewer charges.
[] Property is serviced by a well.
14. That said property is encumbered with that certain mortgage between _____ and _____ in the amount of _____ dated _____ and recorded _____ in Reel _____, at Page _____.

That deponent has not made any payments or said mortgage or the obligation thereunder, that not demand has been made for payment thereunder by the mortgagee or anyone on their behalf and no action has been threatened or

(continued)

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commenced to foreclose the mortgage or to collect the mortgage debt.

That if _____ is required to obtain a duplicate satisfaction and record same that deponent will pay for the duplicate satisfaction, if necessary, and for the recording of same up to a cost not to exceed \$150.00.

That I have executed a mortgage to _____, dated _____ securing the original principal sum of _____ to be recorded in the _____ County Clerk's Office and that I now make this affidavit to induce _____ to disburse the mortgage proceeds of said mortgage loan.

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.

I/We hereby agree to indemnify _____ and _____ harmless or any loss or damage that may arise by insuring against the enforced removal of any projections or encroachments.

I/We make this Affidavit to induce _____ and _____ to issue its policy of Title Insurance.

I/We hereby agree to indemnify _____ and _____ for all loss, cost or damage which it may sustain as a result of any statements in this affidavit being false or fraudulent.

That there are no judgments against the undersigned, or actions commenced against the property, in any state or federal court, not disclosed in the title report.

Subscribed and Sworn before me this _____ day of _____ 20 _____
