

NEW YORK TITLE

Abstract Services, Inc.
Insuring The FutureSM

Title No. _____

AFFIDAVIT OF TITLE

_____, LLC
(hereinafter the "Company")

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

_____, being duly sworn depose(s) and say(s):

Authority: Deponent resides at _____, and is a member of _____, a duly created limited liability company, organized and existing under and by virtue of the Laws of the State of New York, with its principal office located at _____, _____, New York, and that Deponent, as such member, is duly authorized to make this affidavit on behalf of the LLC.

Proper Publication: The Company has complied with the publication requirement contained in Section 206 of The Limited Liability Company Law of New York.

Sole Member(s): _____ and _____ is/are the sole member(s) of the LLC and no other person or entity has any ownership interest in (or claim against any member's interest in) the Company.

Representations: The following statements are true to the best of my knowledge, information and belief.

Title and Possession: The Company is the owner/purchaser/mortgagor of property located at _____, in the Town of _____ and known as and by tax map # _____ (the "Property"), and has had uninterrupted possession of the Property since having acquired title to the Property by deed dated _____, recorded on _____ at Liber _____ Page _____ CRFN _____ in the office of the Clerk of _____ County, State of New York.

No Adjoining Property: The Company, at the date hereof, is not the owner of other real property adjoining or adjacent to the Property.

No Outstanding Agreements: There are no financing statements, title retention agreements, or security agreements covering additions to or fixtures in or on the improvements forming part of the Property which are not being discharged, satisfied and released of record simultaneously with the submission of this affidavit.

Representations: The Company herewith fully represents: (strike if not applicable)

- The Company has been in quiet, continuous, open and peaceable possession of the Property claiming title thereto under the Deed since the date thereof and that such possession has been open, notorious, undisputed and undisturbed. That no person or entity has ever made or maintained any claim to any right, title or interest in or to the Property, or to any part thereof, adverse to that of Seller/Mortgagor, or as Deponent is informed and believes, to that of any predecessors in title.
- Neither the title to the Property nor the possession thereof by the Company, nor by any of its predecessors in title has ever been disputed or questioned to Deponent's knowledge, information and belief and that no person or entity other than Seller/Mortgagor and its predecessors in title has ever had or claimed any right, title or interest in or to the Property or any part thereof by actual occupation or by unrecorded deed.
- Deponent has no knowledge or information that any part of the Property was sold at any tax sale or that any proceeding for such sale of the Property is now pending or threatened.
- All real property taxes and assessments which have accrued or are due as of the date hereof with respect to the Property have been paid in full (whether or not a lien).
- All sewer rents, sewer charges, water/sewer meter charges and water frontage charges have been paid or discharged fully by the Company as of the date hereof with respect to the Property and that the Company has agreed that, if at any time after the date hereof, any lien shall be discovered or placed upon the Property for the period prior to the date hereof, the Company shall discharge the same promptly.
- No part of the Property has at any time been dedicated to public use as a street or highway, by dedication, usage, prescription or otherwise.
- Deponent knows of no reason by which title to and possession of the Property may be disputed or questioned and no reason by which any claim to any part thereof or to any interest therein, adverse to the Company or their predecessors in title, could or might be made.
- No work has been performed upon or with respect to the Property within the past eight (8) months that could ripen into a mechanic's lien and that there are no outstanding liens or

violations which have ripened to liens, against the Property or any part thereof, whether or not such liens or violations are reflected in the records of the County Clerk in County.

No Leases: That there are no existing licenses, leases, oral or written, recorded or unrecorded, affecting the Property or any part thereof.

No Judgments: There are no judgments, injunctions, decrees, attachments, or orders of any court for the payment of money against the Company or to which it is a party, unsatisfied or not cancelled of record in any of the federal or state courts of the United States of America or any suit or proceeding pending anywhere affecting the Property.

No Proceedings: No case or proceeding in bankruptcy has ever been instituted by or against the Company or any of its members in any federal or state court of the United States of America nor has the Company at any time made an assignment for the benefit of creditors. No filing in bankruptcy is contemplated by the Company.

No Contracts: The Company has not made a contract to sell the Property or any part thereof nor granted any option or right of first refusal to any person or entity with respect to the Property.

No Omission of Facts: No statement of fact has been omitted by Deponent from this affidavit which would make this affidavit misleading or incorrect, or which, with the mere passage of time, would make this affidavit misleading or incorrect.

Reliance. I make this affidavit in order to induce New York Title Abstract Services, Inc. and its underwriter to issue a policy of title insurance, knowing they will rely on the truth and accuracy of the statements made herein.

Sworn to before me this
____ day of _____, 20__

Notary Public