

DEED IN LIEU OF FORECLOSURE AFFIDAVIT

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

Title Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Premises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of New York

ss:

County of \_\_\_\_\_\_\_\_

I/We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, depose and say:

1. I/We am/are the fee owner(s) of the above referenced premises.
2. I/We have been in continuous and uninterrupted possession of the premises since the date I/we acquired the premises.
3. I/We are unaware of any title defects, other than what is shown in the title report, and there are no pending contracts of sale.
4. There are no mortgages, judgments, tax warrants, tax liens, parking violations or environmental control board liens against me/us other than those items set forth in the title report.
5. There are no pending bankruptcy proceedings.
6. The consideration of the transaction exceeds the fair market value of the premises.
7. There is/are no tenant(s) in possession of the premises, except as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Said tenant(s), if any, in possession are under an unrecorded lease which contains a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages and there are no options to purchase and no rights of first refusal to purchase all or any portion thereof.
2. That said conveyance by the grantor is not given as a preference against any other creditors and is an absolute conveyance and is not given as collateral security; that there is no agreement, either written or oral, between grantor and the grantee, whereby it may be understood or agreed that said premises are to be within any specified time or on or before any specified date, or anytime re-conveyed by the said grantee to the grantor.
3. I/We make this statement knowing full well that the Title Agent, as policy issuing agent for WFG National Title relies on the accuracy thereof for the purpose of issuing its policy of title insurance free and clear of the exceptions as shown in the title report.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to before me this

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_