

MULTIPLE EXCEPTION AFFIDAVIT

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

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

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

State of New York

ss:

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

I/We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_being duly sworn, depose and say:

1. I/We am/are the fee owners of the above referenced premises by virtue of a deed recorded in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. I/We have not been known by any other name(s) for the past ten (10) years, except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. There are no mortgages, judgments, tax warrants, tax liens, parking violations, bankruptcies or environmental control board liens against me/us other than those items set forth in the title report.
4. All real estate taxes, maintenance charges, common charges, homeowners association dues and sewer charges affecting the Premises, other than any items set forth in the title report have been paid in full through the date hereof.
5. There is/are no tenant(s) in possession of the Premises, except as follows:

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

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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. I/We am/are entitled to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ exemption as stated in the above-referenced title report.
3. I/we have no knowledge of any other parties’ claim to an interest in the property, except as set forth in the above referenced title report.
4. That I/we have no knowledge of any other financing which will affect the property described in the above referenced title report. I/We have not executed any instrument that is not disclosed by the above referenced title report.
5. That within the past one hundred eighty (180) days, undersigned has/have not ordered, contracted for, authorized or received notice of any works of improvement to the Premises, or materials for such works, which could give rise to a mechanic’s lien against the Premises.

IF THE PROPERTY IS LOCATED WITHIN THE CITY OF NEW YORK:

1. There has been no work done upon the Premises by the City of New York, nor any demand made for any such work by the City of New York that may result in charges assessed by the Office of Rent and Housing Maintenance, Emergency Repair Division, or by the Board of Health;
2. There are no unpaid fees or charges levied by the City of New York Department of Buildings for inspections, re-inspections, examinations, service or permits relating to the Premises.
3. There are no street vaults abutting the premises.
4. 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 any exceptions for the above matters.

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

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

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

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