

REAL ESTATE TAX AFFIDAVIT

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

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

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

S/B/L: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of New York

ss:

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

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

1. I/We am/are the fee owner(s) of the above referenced premises as set forth in a deed recorded in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. I/We have continuously paid the taxes and other charges in connection with said premises.
3. A tax search was order and the County, School and/or City taxes for the year 20\_\_\_ have not yet been released, therefore Title Agent, as policy issuing agent for WFG National Title Insurance Company (“WFG”) has agreed to escrow for taxes beyond the amount owed in the year 20\_\_\_\_\_. A copy of the Escrow Agreement is attached to this affidavit.
4. In the event that the amount escrowed is not sufficient to cover the current years taxes, I/we agree that upon notice, I/we will immediately remit payment to the Title Agent or WFG and will indemnify and hold the Title Agent and WFG harmless from all liability, loss, or damage of any nature, including attorneys’ fees and expenses incurred, which the Title Agent and WFG may sustain resulting from the issuance of insurance.
5. I/We make this statement knowing full well that the Title Agent, as policy issuing agent for WFG 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\_\_\_\_

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