

LLC AFFIDAVIT OF TITLE

STATE OF NEW YORK :  
 : ss.:  
COUNTY OF \_\_\_\_\_:

\_\_\_\_\_, ("Deponent") individually and as a member and [a/the] manager of \_\_\_\_\_ LLC, a New York limited liability company ("Seller"), being duly sworn, deposes and says:

1. That Deponent resides at \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ and is a citizen of the United States of America; that he (she) is over the age of twenty-one years, and is a member of Seller, 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 Seller.
2. That the articles of organization of Seller were duly published for six (6) consecutive weeks in \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ and proof thereof was duly filed in the office of the New York Secretary of State and that Seller is now in good standing thereunder.
3. That a true and complete copy of Seller's articles of organization are annexed hereto as Exhibit A.
4. That are the sole members of Seller and no other person or entity has any ownership interest in (or claim against any member's interest in) Seller. Seller is duly existing and Seller's principal place of business is located at \_\_\_\_\_, New York.
5. That prior to the date hereof, Seller has been in uninterrupted possession and the owner in fee simple of the property known as \_\_\_\_\_, New York (the "Property") since \_\_\_\_\_, having acquired title to the Property by deed dated from (the "Deed") which was recorded in Reel/Liber \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the \_\_\_\_\_, State of New York.
6. That a true and complete description of the Property is annexed hereto as Exhibit B.
7. That Seller, at the date hereof, is not the owner of other real property adjoining or adjacent to the Property.
8. That 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.
9. (a) That Seller 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, or, as Deponent is informed and believes, to that of Seller's predecessors in title.

(b) That neither the title to the Property nor the possession thereof by Seller 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 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.

(c) That Deponent has no knowledge or information that any part of the Property was sold at any tax sale or that any proceeding for that sale of the Property is now pending or threatened.

(d) That 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) and that proof thereof is annexed to this affidavit.

(e) That all sewer rents, sewer charges, water/sewer meter charges and water frontage charges have been paid or discharged fully by Seller as of the date hereof with respect to the Property and that Seller 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, Seller shall discharge the same promptly.

(f) That 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.

(g) That 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 Seller or Seller's predecessors in title, could or might be made.

10. That 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.

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

a. That there are no judgments, injunctions, decrees, attachments, or orders of any court for the payment of money against Seller 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.

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

c. That Seller 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.

12. That 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.

13. This affidavit is intended to be relied on by induce Stewart Title Insurance Company to issue a policy of insurance covering the above stated premises.

---

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

Notary Public