



600 Third Avenue  
18<sup>TH</sup> Floor New York, NY 10016  
Tel: (212)324-4100  
Fax: (212) 324-4101

Affidavit as to Ancient Mortgages

STATE OF \_\_\_\_\_ )  
 ) to wit:  
County of \_\_\_\_\_ )

The undersigned, \_\_\_\_\_ and \_\_\_\_\_, are the fee owners of certain real property having the address of \_\_\_\_\_, in the Village/Town/City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter, the "Property"), as more particularly described in a certain policy of title insurance bearing Title Number \_\_\_\_\_ (hereinafter, the "Title Policy") issued by Liberty Title Agency, LLC.

1. We have owned and occupied the Property for \_\_\_\_\_ years, since \_\_\_\_\_. Our ownership and possession of the Property has been uninterrupted, continuous, open, notorious, hostile, and adverse to all others and not subject to the rights or claims of any other person, corporation of any other legal entity. No person, corporation, nor any other legal entity have ever made any claim questioning our fee ownership of the Property.
2. We have been informed that the title to the Property is encumbered by an open mortgage in the original principal amount of \$ \_\_\_\_\_ from \_\_\_\_\_ as Borrower to \_\_\_\_\_ as Lender dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Clerk's Office on \_\_\_\_\_ in Liber/Reel/Book \_\_\_\_\_ at page \_\_\_\_\_ (hereinafter, the "Mortgage"). We are not the Borrowers under the Mortgage.
3. No demand has ever been made upon us for any payment under or pursuant to the Mortgage nor have we ever been served with any notice, subpoena, or complaint regarding a foreclosure of the Mortgage. We have never been contacted by the Lender nor by anyone claiming to be the holder of the Mortgage.

4. We have not made any payments upon the Mortgage for either principal or interest nor have we, in any way, nor at any time acknowledged nor ratified the debt of the Mortgage. To the best of our information, knowledge and belief, the Mortgage has been fully paid by persons other than us. Despite our best efforts, we have been unable to locate the Lender under the Mortgage nor have we been able to locate a satisfaction or discharge of the Mortgage.
5. We give this affidavit to induce the Company to issue the Title Policy insuring over, or without raising an exception of objection to title for the Mortgage. We realize that the Company is relying upon the truth of the statements herein contained as a basis for the issuance of the Title Policy and we acknowledge that the Company is entitled to so rely. In further consideration of the Company's issuing the Title Policy, we fully protect, defend, indemnify and hold the Company forever harmless from any loss, liens, claims, costs, expenses (including, but not limited to court costs, legal fees and expenses which the Company may incur to enforce this indemnification), or damage which the Company may incur because of or arising from this Affidavit, or as a result of the Company's acceptance of and reliance upon this our Affidavit, or from the company's having to perform or take any action under the Title Policy to cure, remove, compromise, satisfy, discharge, or dispose of the Mortgage.

Given under our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_.

\_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Sworn to and subscribed before me on \_\_\_\_\_ of the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Form 2000-14**