

ANCIENT MORTGAGE AFFIDAVIT

STATE OF)
COUNTY OF) ss.:

, being duly sworn deposes and says:

1. That I (we) am (are) the fee record owners of real property having an address of _____, and known as Tax Map No. _____ ("Premises").
 2. That I (we) took title to the Premises by virtue of a deed recorded at _____ in the land records of the _____ County Clerk's/ Register's Office.
 3. That Title Commitment No. _____ issued by Record and Return Title Agency, Inc. on said Premises discloses a mortgage against the Premises described as follows:
 - (a) Date of Mortgage:
 - (b) Mortgagor:
 - (c) Mortgagee:
 - (d) Amount of Mortgage:
 - (e) County of Recording:
 - (f) Date of Recording:
 - (g) Recorded at:
 4. That I (we) know the following facts to be true (check all that apply):
The mortgage was duly paid in full on or about _____
A Satisfaction of Mortgage was received; the current location of said Satisfaction of Mortgage is _____
A Satisfaction of Mortgage was never received for this mortgage.
 5. That I (we) have never received demand for payment under the terms of the mortgage and the note which it secures in any form whatsoever.
 6. That I (we) have not made or caused to be made any payments under the terms of the mortgage to the holder of the mortgage or its designee, if any, within the last six (6) years.
 7. That a foreclosure of said mortgage has never been commenced against me (us) or the Premises.
 8. The Mortgagee has been duly paid, there is no indebtedness owed to the Mortgagee by the Mortgagor, and the Mortgagee has no surviving interest in or debt secured by the subject premises.

9. That I (we) make this affidavit knowing that
and/or their representative(s) are relying upon the truths of these statements and I (we)
agree to fully protect, defend and Indemnify them and hold them harmless against any
loss, liens, claims, costs, expenses (including, but not limited to court costs, legal fees and
expenses) which they or their representative(s) may incur in enforcing this agreement, or
damage by reason of omission of said mortgage from the above captioned report of title,
or as a result of "Agency" AND "Underwriter" having to perform or take any action under
the Title Policy to cure, remove, compromise, satisfy, discharge or dispose of the
mortgage(s) outlined above.
10. That I (we) further affirm that is our clear understanding that the aforementioned
indemnity is given to induce _____ to
issue its policy of title insurance covering the Premises, and it shall so relied upon in the
issuance of said title policy.

Sworn to before me this
day of _____, 20____

Notary Public

(Notary Stamp/Seal)

DISTRIBUTED BY



RECORD AND RETURN

Title Agency, Inc.

(914) 395-2285 Fax (914) 395-1028