**AFFIDAVIT OF UNDERSTANDING INDEMNITY AND HOLD**

**HARMLESS AGREEMENT DUE TO THE CLOSURE OF THE SUFFOLK**

**COUNTY RECORDING OFFICES, AFFECTING ITS SEARCHING CAPABILTY**

Title Number:

Property:

Date of Closing:

Seller(s):

Buyer(s):

In response to the Closure of the Suffolk County Clerk’s Recording Office and all websites being unreachable due to a cyber incursion, access by all Title Companies has been significantly limited. As a result, examination of titles, and the processing and recording of deeds and other title documents in Suffolk County, has been, and will be, impacted. Although \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(underwriter) is willing to continue to insure titles for purchasers and lenders under its current policy forms through the ultimate recording date of the deed, mortgage, deed of trust or other insured title document, neither \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (underwriter) nor its title agents can provide continuations of title from the certified date in the title report and to any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to BRIDGE ABSTRACT LLC (hereafter “Title Agent”) to conduct settlement and to issue it policy or policies of title insurance, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the undersigned agree as follows:

Seller(s) affirm:

1. There are no unrecorded deeds and/or outstanding leases, contracts, options, agreements, trusts or inchoate rights or interests affecting the Property which have not been disclosed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (underwriter) or Title Agent in writing.
2. All labor and materials used in construction of improvements, repairs, or modifications to the Property have been completed and there are now no unpaid bills for labor or material against the improvements or Property. The Sellers have received no notice of any mechanic’s lien claim.
3. There are no unrecorded liens or encumbrances affecting the title to the Property, that are not being paid or adjusted as part of the current transaction.
4. Sellers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; Sellers have no knowledge that work has been or will be performed by any governmental body including, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
5. Sellers agree to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other matter adversely affecting title being placed against the title to the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Sellers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent BRIDGE ABSTRACT LLC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(underwriter) against all expenses, costs and attorneys’ fees that may arise out of Sellers failure to so remove, bond or otherwise dispose of any such liens, encumbrances or adverse matters of title to the satisfaction of Bridge Abstract LLC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(underwriter).

Buyer(s) understand and agree:

1. Neither Title Agent BRIDGE ABSTRACT LLC, nor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (underwriter) can provide any estimate as to the time of recordation of the deed or other title documents in the Land Records.
2. Among other things, Buyers may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of, and legal title to, the Property until the time that the deed or title document is recorded in the land records.

The undersigned solemnly affirm(s) under the penalties of perjury and upon personal knowledge that the statements in this Affidavit are true and that this Affidavit is executed in order to induce Title Agent to make and complete settlement on the Property and to induce BRIDGE ABSTRACT LLC or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (underwriter) to issue its policy or policies of title insurance, insuring title to the Property.

**Seller :**

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

Signature Print:

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

Signature Print:

**Buyers:**

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

Signature Print:

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

Signature Print:

Subscribed, affirmed, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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

NOTARY PUBLIC

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