

Old Republic National Title Insurance Company

GAP AFFIDAVIT

Title No. MA 37478
Property Address 6 Edwards Lane
Glen Cove

STATE OF NEW YORK
County of Nassau
Date: 4/15/01

The undersigned individual(s), Corporate Officer or Managing Member, on behalf of themselves and the legal entity that they represent, hereby swear and affirm as follows:

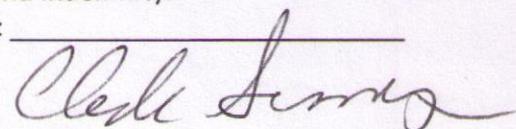
Regarding the real property referenced above, that from the date of the Commitment or the date on which the title company performed the last continuation of title, down date or "contin" that:

1. That we are in full possession and occupancy of the Property;
2. That there been no sale nor conveyance of the Property;
3. There are no recorded nor unrecorded judgments, liens, deeds, mortgages, nor encumbrances of any form or type that adversely affect the title to the Property other than those set forth in the Commitment or in the continuation thereof;
4. That the undersigned has not taken out any mortgages or loans secured by the Property;
5. That within the preceding ninety (90) days no work, services, labor, nor construction other than that required for the Property's normal maintenance and repair, have taken place on the Property;
6. That no mechanics' liens have been filed against the Property;
7. That no actions nor proceedings have been initiated in Federal nor State Courts against the undersigned nor the entity that the undersigned represents;
8. That the undersigned nor the entity that the undersigned represents has filed for Bankruptcy nor any other form of creditor's relief; and
9. That all real property taxes assessed against the property except for those set forth in the Commitment or its most recent continuation have been paid and
10. The undersigned, as well as the legal entity of which the undersigned is an officer or managing member, agrees to fully indemnify and hold the Title Company and its agent harmless against any harm, loss or damage including, but not limited to any court costs or legal fees that the Title Company incurs to enforce the terms and conditions of this Gap Affidavit and further agrees to cause the removal, discharge, satisfaction or bonding of any matter arising in the gap period in contradiction to the representations contained in this affidavit and indemnity.

By: _____

Sworn to and Agreed

Notary Public



THE FOLLOWING ARE THE TERMS AND CONDITIONS WHICH ARE REFERRED TO IN THE
FOREGOING AGREEMENT AND UPON WHICH THE DEPOSIT IS MADE:

1. In the event that Depositor fails to comply with any of Depositor's obligations, or if Depositary deems it advisable to do so to protect the title to the insured premises or the marketability thereof, Depositary is authorized, without notice, to pay, satisfy, discharge or otherwise dispose of said items; to retain counsel in connection therewith; and to pay any such expenses, disbursements and/or counsel fees out of the deposit.
2. Depositor agrees to indemnify, save and hold harmless Depositary from all losses and expenses arising out of Depositor's failure to comply with its obligations under this agreement, and Depositary is authorized to offset against the deposit or any other of Depositor's funds held by Depositary under this or any other Deposit Agreement, any amounts that Depositor owes to Depositary for any reason, including but not limited to Depositor's indemnification, unpaid title charges or taxes, and losses and expenses incurred by Depositary as a result of any defects, liens and encumbrances affecting the Depositor's title to the insured premises not covered by this Agreement which become known to Depositary and which are Depositor's responsibility. Depositor agrees to pay on demand any deficiency in case the deposit or other funds held by Depositary are not sufficient to satisfy any amounts owed to Depositary.
3. In consideration of its obligations under this Agreement, Depositor grants to Depositary a Security Interest in the Deposit superior to all other liens and claims.
4. If this deposit is taken for more than one purpose, the allocation of the funds among the several purposes shall be at the sole discretion of Depositary, in the absence of a written agreement to the contrary. However, nothing herein shall prohibit the recovery by the Depositary of any offset or deficiency as provided for in this Agreement from allocated funds.
5. In no event will interest be allowed to Depositor on the Deposit. It is expressly understood and agreed that the Deposit may be invested by Depositary for its own benefit.
6.
 - a. Depositary may commingle the deposit held hereunder with other similar deposits, but not with the Depositary's own funds. Depositor agrees and acknowledges that Depositary shall have no liability for the return of the Deposit in the event of the failure or insolvency of the bank or financial institution in which the deposit is deposited.
 - b. The Depositor agrees that Depositary may deduct a service charge of \$75.00 from the deposit on the closing date. Should Depositor fail to perform its obligations by the date specified for such performance, Depositary is authorized to impose an additional monthly service charge of \$15.00 thereafter until performance is completed. For deposits requiring additional administrative services, where Depositary has incurred costs for searching title, or costs associated with compliance with the New York Abandoned Property Law, Depositary may assess the deposit any costs incurred by the Depositary or an allocated share of such cost incurred by Depositary and any disbursements actually paid by Depositary.
7. Depositor acknowledges that any waiver by the Depositary of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. In the event that any provision of this Agreement is held to be unenforceable, all other provisions hereof shall remain in full force and effect.
8. Depositor acknowledges that the deposit is made to induce Depositary to issue its policy of title insurance to its insured in respect to the premises. Depositor understands and agrees that Depositary may issue subsequent title insurance policies and/or may indemnify other title insurance companies or third parties in order to protect and preserve the insured's title. If Depositary has issued subsequent title insurance policies and/or has indemnified other title insurance companies or third parties in order to protect the title to the premises as insured, Depositor shall not be entitled to a return of the deposit solely by reason that the current insured shall no longer retain an interest in or title to the premises, and the deposit shall continue to be held as an indemnity and security in accordance with the terms hereof.
9. This Deposit may not be assigned by Depositor.
10. This Deposit Agreement constitutes the entire contract between Depositor and Depositary concerning the Deposit. This agreement shall not be modified except by an agreement, in writing, signed by the parties hereto. The use of any terms in the singular tense shall be deemed to be used in the plural tense when the sense of the agreement so requires.



Fidelity National Title

Insurance Company

Millennium abstract

Issuing Agent
35 N Tyson Ave
Address
Floral Park NY 11001

Phone/Email

*Please add return address
for overage:

TITLE NO.	MA 37478
AMOUNT OF DEPOSIT:	\$ 6888.08
SERVICE CHARGE PRE-PAID:	\$ 150.00
DATE:	4/15/21
PERF DATE:	

INDEMNITY & DEPOSIT AGREEMENT

DEPOSITOR: Buyer Seller (check one) **X**
 PRINT NAME: Claude Simon
 FORWARDING ADDRESS: 71 Tongue Rd
 Calicoon NY 10723
 TELEPHONE NUMBER/EMAIL:

PREMISES:
 6 Edwards Lane
 CITY, TOWN
 OR VILLAGE: Glen Cove
 COUNTY: Nassau
 DIST: 23 SEC: 66 LAT: 40.66 LONG: 73.10

Fidelity National Title Insurance Company, as Depository, acknowledges receipt from the Depositor of the sum of: **(S)** Dollars for the purpose indicated below, AND UPON THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH TERMS AND CONDITIONS ARE MADE PART OF THIS AGREEMENT AS IF FULLY SET FORTH HEREIN:

CHECK ONE ONLY

PAY A. Depository is hereby authorized to pay, satisfy or dispose of out of the Deposit the following liens or other charges affecting said premises: (Name all parties, state the filing date, filing number, Book and Page etc. of the encumbrance)

① 2021 County Tax 1/1 59.78
 ② 2020 City Tax 1/1 2117.71
 ③ 2021 School Tax 2/1 4644.59
 pass through fee 66.00

good through 4/30/21

HOLD B. To hold the Deposit as security and Indemnity for the production by Depositor to Depository on or before **(Name all parties, the filing date, filing number, Book and Page etc. of the encumbrance)**
 (Must enter a date)

If the Depositor fails to notify the Depository on or before the date above noted, that Depositor has performed as herein required and provide the Depository with documentation satisfactory to this Depository to establish performance. The Depository is, WITHOUT ANY FURTHER OR ADDITIONAL NOTICE TO DEPOSITOR, authorized under this Agreement to use and apply the Deposit as may be required to dispose of the matter(s) set forth above.

Depository agrees to refund the balance of the Deposit less costs, fees and charges provided for herein upon satisfaction of the items or upon proof of performance satisfactory to the Depository's obligations.

DEPOSITOR: **X**

(Signature of Depositor)

DEPOSITOR:

Claude Simon
(Please Print)

Fidelity National Title Insurance Company

By

J

(Signature of Depository)

Depositor's Attorney