



# Fidelity National Title Insurance Company

Insurance Company

Millennium Moskva

ISSUING AGENT  
BOSTON  
N.Y. & N.H. RAILROAD

INDEMNITY & DISPUTE RESOLUTION

## IN BEMNIT & DEPUSSI AGREEMENT

TITLE NO.	MA 37478
AMOUNT OF DEPOSIT:	\$ 6888.88
SERVICE CHARGE PRE-PAID:	\$ 150.00
DATE: 4/15/91	PERF DATE:

DEPOSITOR: Claude Simon  
BORN: 1910 ENTHRALLED  
PRINT NAME: Claude Simon  
FORWARD ADDRESS: 717 Banks Rd  
CITY: Altoona STATE: PA  
ZIP CODE: 16723  
TELEPHONE NUMBER: 234-1234  
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Fidelity National Title Insurance Company, as  
indicated below, AND UPON THE TERMS AND CONDITIONS ARE MADE PART OF THIS AGREEMENT AS IF FULLY

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AT TOWN OF GLEN CONE CO. MONROE OR VILLAGE WESSEY 10  
DST. 100 DEC. 10 A.M. 1910  
I, WESSEY, 10 10  
SAY, ACKNOWLEDGES RECEIPT FROM THE DEPOSITOR OF THE  
FORTH ON THE REVERSE SIDE HEREOF WHICH TERMS ARE  
FORTH HEREIN:

Fidelity National Title Insurance Company, as Depository, acknowledges receipt from the Depositor of the sum of: (\$ \_\_\_\_\_) 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:

**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, date the filing date, filing number, book and page etc. of the encumbrance)

31 County Line 31.18  
1020 City Line 101 3117.71  
31 School Line 31 4644.50  
pass through line 66.00

**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)  
(Just enter a date)

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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 it of the Depositor's obligations.

DEPOSITOR: Claude Simon (Signature of Depositor  
(Please Print))

Fidelity National Title Insurance Company

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Depositor's Attorney

\* Please add return address  
for overage:

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

2. In the event that Depositor fails to comply with any of Depositor's obligations, or if Depository deems it advisable to do so to protect the title to the insured premises or the marketability thereof, Depository 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.

3. Depositor agrees to indemnify, save and hold harmless Depository from all losses and expenses arising out of Depositor's failure to comply with its obligations under this Agreement, and Depository is authorized to offset against the deposit or any other of Depositor's funds held by Depository under this or any other Deposit Agreement, any amounts that Depositor owes to Depository for any reason, including but not limited to Depositor's indemnification of unpaid title charges or taxes, and losses and expenses incurred by Depository 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 Depository and which are Depositor's responsibility. Depositor agrees to pay on demand any deficiency in case the deposit or defert funds held by Depository are not sufficient to satisfy any amounts owed to Depository.

4. In consideration of its obligations under this Agreement, Depositor grants to Depository a Security Interest in the Deposit superior to all other liens and claims.

5. 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 Depository, in the absence of a written agreement to the contrary. However, nothing herein shall prohibit the recovery by the Depository of any offset or deficiency as provided for in this Agreement from allocated funds.

6. 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 Depository for its own benefit.

7. a. Depository may commingle the deposit held hereunder with other similar deposits, but not with the Depository's own funds. Depositor agrees and acknowledges that Depository 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.

8. b. The Depositor agrees that Depository 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, Depository is authorized to impose an additional monthly service charge of \$15.00 thereafter until performance is completed. For deposits requiring additional administrative services, where Depository has incurred costs for searching title, or costs associated with compliance with the New York Abandoned Property Law, Depository may assess the deposit any costs incurred by Depository, or a portion of an allocated share of such cost incurred by Depository and any disbursements actually paid by Depository.

9. Depositor acknowledges that any waiver by the Depository 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.

10. Depositor acknowledges that the deposit is made to induce Depository to issue its policy of title insurance to its insured in respect to the premises. Depositor understands and agrees that Depository 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 Depository 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.

This Deposit Agreement constitutes the entire contract between Depositor and Depository 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.

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

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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: 11/5/01

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.

Sworn to and Agreed

By: \_\_\_\_\_

Notary Public