

# NEW YORK TITLE

Abstract Services, Inc.  
Insuring The Future<sup>SM</sup>

## AFFIDAVIT OF LOST NOTE

(Individual Lender)

Title No. \_\_\_\_\_

STATE OF NEW YORK :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

\_\_\_\_\_, being duly sworn, deposes and says:

1. I am the Lender and payee under the following described promissory note (the "Note")

Date: \_\_\_\_\_

Borrower(s) \_\_\_\_\_

Original payee: \_\_\_\_\_

Original Amount: \_\_\_\_\_

2. Lender is the legal and beneficial owner and holder of the Note. The Note has not been forgiven, discharged, satisfied, cancelled, assigned, subordinated, sold, transferred, encumbered, pledged, hypothecated by Lender or paid in full.
3. The original Note was lost and cannot be produced. Note was not located after a thorough and diligent search that consisted of a complete search of institutional records of Lender. If the Lender locates the Note, the Lender agrees that it will not hereafter assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Note or any interest therein and it will promptly deliver the Note, duly indorsed to the Purchaser by the Lender, at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The Lender further agrees to produce promptly following its receipt of written notice from Purchaser any and all certificates, affidavits, verifications, and other similar documents that are necessary in Purchaser's reasonable judgment to enforce the Note.

5. Lender indemnifies and agrees to hold Purchaser, and its successors and assigns, harmless from and against all liabilities, demands, claims, actions or causes of action, losses and damages, including all reasonably incurred costs and expenses, including reasonable attorneys' fees incurred by Purchaser, its successors and assigns, as a result of or arising out of or by virtue of the fact that (a) Lender was unable to locate and produce the original Note, (b) any delay in Purchaser's enforcement or attempted enforcement (judicially or nonjudicially) of the indebtedness and obligations evidenced by the Note, (c) Lender failed to comply with any of the covenants set forth herein, or (d) any of the statements set forth herein are claimed to be untrue in any material respect.
6. This Affidavit is intended to be relied on by Purchaser, its successors and assigns and by New York Title Abstract Services, Inc., which is issuing a policy of title insurance to Purchaser in connection with the purchase of the Note and the indebtedness evidenced thereby.
7. This Affidavit shall be governed by and construed in accordance with the laws of the State of New York.

\_\_\_\_\_  
Lender

STATE OF NEW YORK       :  
  : ss.:  
COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

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