

# Kenneth Pregno Agency, Ltd.

(914) 739-8293

2 South Division Street  
Peekskill, New York 10566  
FAX (914) 739-0832

June 7, 2011

Village of Croton - Engineering Office  
1 Van Wyck Street - Municipal Building  
Croton-on-Hudson, New York 10520



RE: Title No: KPW-2011A-4537 ()  
Premises: 1300 Albany Post Road  
Owner: Laurel Theise  
Lender:

Dear Sir,

Enclosed please find the title report for the premises referenced above.

JOSEPH P. GALELLA, ESQ.  
Kenneth Pregno Agency, Ltd.

sn  
enc.

# Kenneth Pregno Agency, Ltd.

**\*\* INVOICE \*\***

DATE: 06-07-2011

TITLE NO: KPW-2011A-4537

Daniel O'Connor, Village Engineer  
Village of Croton - Engineering Office  
1 Van Wyck Street - Municipal Building  
Croton-on-Hudson, New York 10520

**AMOUNT OF INSURANCE**

**FEE AMT:**

**MORTGAGE AMT:**

**TRANSACTION:**

1300 Albany Post Road  
Croton-on-Hudson, NY  
Town of Cortlandt, Village of Croton on H  
County of Westchester

**ITEM**

**CHARGES**

For Abstract of Title

\$600.00

Tax Exempt

\$600.00 Paid 5-17-11

Liability limited to the amount paid.

**KENNETH PREGNO AGENCY, LTD.**

**Proposed Insured:**

**Title No. KPW-2011A-4537**

**Effective Date: May 20, 2011**

**Proposed Insured:**

**Amount of Insurance      Fee  
   Mortgage**

**THIS COMPANY CERTIFIES** that a good and marketable title to premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

**LAUREL D. THEISE**

**who acquired title by deed from  
Edith M. Jurka, dated April 20, 1984 and recorded  
April 25, 1984 in Liber 7916 cp 439.**

**Premises described in Schedule "A" are known as:**

**Address: 1300 Albany Post Road  
Croton-on-Hudson, New York**

**County: Westchester                      Town: Cortlandt**

**Section 67.14                              Village: Croton on Hudson**

**Block 3**

**Lot 10,11,12**

**FOR ANY TITLE CLEARANCE QUESTIONS ON THIS REPORT, PLEASE CALL:**

**JOSEPH P. GALELLA, ESQ. (914) 739-8293**

**KENNETH PREGNO AGENCY, LTD.**

**Title No. KPW-2011A-4537**

**SCHEDULE A**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of North Riverside Avenue (Route 9A) formerly known as Albany Post Road, where the same is intersected by the southeasterly line of land now or formerly of Julia and Cheng Tsu-Wu;

RUNNING thence along the southwesterly side of North Riverside Avenue the following courses and distances:

South 25 degrees 09'30" East 24.39 feet;

South 37 degrees 49'30" East 68.06 feet;

South 44 degrees 54'10" East 32.95 feet;

South 54 degrees 40'30" East 46.20 feet;

South 55 degrees 24'00" East 70.00 feet;

South 44 degrees 10'50" East 230.57 feet;

South 22 degrees 17'30" East 107.09 feet;

South 34 degrees 21'20" East 128.05 feet;

South 20 degrees 29'30" East 135.00 feet;

South 27 degrees 07'30" East 130.00 feet and;

South 29 degrees 44'50" East 140.66 feet to the northwesterly line of lands now or formerly of Sky View Haven;

THENCE along said lands now or formerly of Sky View Haven the following courses and distances:

South 61 degrees 28'50" West 66.08 feet;

Due West 5.03 feet;

South 67 degrees 17'30" West 21.47 feet;

South 25 degrees 05'30" West 42.94 feet;

**KENNETH PREGNO AGENCY, LTD.**

**Title No. KPW-2011A-4537**

**SCHEDULE A (continued)**

South 31 degrees 01'00" West 86.65 feet;

South 18 degrees 47'00" West 51.71 feet;

South 4 degrees 38'50" East 88.89 feet;

South 31 degrees 36'10" West 199.24 feet; and

South 36 degrees 10'10" West 35.36 feet to the northeasterly side of Route 9;

THENCE along the northeasterly side of Route 9, the following courses and distances:

North 62 degrees 27'14" West 123.59 feet;

North 56 degrees 16'49" West 33.32 feet;

North 43 degrees 04'26" West 78.10 feet;

North 33 degrees 03'55" West 347.91 feet;

North 30 degrees 40'25" West 181.56 feet; and

North 26 degrees 17'10" West 484.63 feet to the southeasterly line of lands now or formerly of Julia and Cheng Tsu-Wu;

THENCE along said lands now or formerly of Tsu-Wu the following courses and distances:

North 39 degrees 37'30" East 43.97 feet;

North 43 degrees 08'00" East 71.46 feet;

North 36 degrees 37'10" East 13.24 feet;

North 45 degrees 21'20" East 86.89 feet;

North 44 degrees 14'50" East 94.19 feet;

North 40 degrees 53'40" East 32.78 feet;

North 41 degrees 40'50" East 33.46 feet;

North 41 degrees 03'40" East 50.04 feet; and

North 43 degrees 47'30" East 84.79 feet to the southwesterly side of North Riverside

**KENNETH PREGNO AGENCY, LTD.**

**Title No. KPW-2011A-4537**

**SCHEDULE A (continued)**

Avenue to the point or place of BEGINNING.

**FOR  
CONVEYANCING  
ONLY**

**The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.**

**TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.**

# KENNETH PREGNO AGENCY, LTD.

Title No. KPW-2011A-4537

## SCHEDULE B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of policy.

### DISPOSITION

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water charges, sewer rents and assessments as set forth herein.
3. Mortgage(s) returned herein (NONE) to be disposed of.
4. If the subject premises is part of a Homeowner's Association, proof of payment of Common Charges and Maintenance Fees must be provided;
5. Subject to any state of facts an accurate survey might show or survey reading attached hereto.
6. In the event there are two mortgages to be recorded, the subordinate mortgage must state that it is subordinate to the first mortgage.
7. Covenants, conditions, easements of record and other matters as follows:
  - 7a) Declaration in Liber 8481 cp 57;
8. Subject to rights and easements, if any, acquired by any public utility company to maintain its poles and operate its wires, lines, etc., in, to and over the premises and in, to and over the streets adjacent thereto.
9. Final water bill showing actual consumption to be presented at closing. Policy will except all water charges from the date of the last actual reading of the meter including all charges entered hereafter but which might include usage prior to the date of the policy. If water service to the premises described in Schedule A is provided by a private water company, well or to a condominium unit whose usage is billed through a common meter and included in the common charges then an affidavit stating this must be provided at or prior to closing.
10. Proof is required that the certified owners herein have not been known by any other name, married or single, within the last ten years. Otherwise such other name must be revealed and searches amended.

# KENNETH PREGNO AGENCY, LTD.

Title No. KPW-2011A-4537

## SCHEDULE B (continued)

### DISPOSITION

11. The certified owner(s) herein has/have been run for open UCC's, Judgments, and Federal Tax Liens, which are liens against real property. Nothing found;
12. Closing instruments must recite tax map designation.
13. Purchaser must execute the enclosed affidavit stating that the purchaser is not an Equity Purchaser as defined in NY Real Property Law Section 265-a(1). In the event the Purchaser is an Equity Purchaser as defined by said statute, Title Company must be promptly advised and additional exceptions will be raised;
14. The attached Seller's Affidavit must be completed at closing (Home Equity Theft Protection Act);
15. Note: Purchasers (if a sale) or Owners (if mortgage only), must sign below to acknowledge the statement below. Title costs for this transaction may include charges for certain services not specified in the TIRSA Rate Manual and are provided by Kenneth Pregno Agency, Ltd at the request of your lender or attorney. The issuance of the Title Policy is not dependent upon the performance of such additional services.

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16. Effective January 1, 2010, the Westchester County Clerk will require that all transfer documents, including the TP-584 and RP-5217, be computer generated through the Westchester County PREP System. Handwritten or typed TP-584's or RP-5217's will no longer be accepted after this date. All information must be completed and the form generated **PRIOR TO CLOSING**. Only original signatures may be added to the TP-584 and RP-5217. Also, the cover pages for all documents, including Deeds, Mortgages, Power of Attorneys, Assignments, etc., must be generated through the Westchester County PREP System.

The website for the Westchester County PREP System is [prep.westchesterclerk.com](http://prep.westchesterclerk.com). The PREP help line phone number is 914-995-3111.

These documents must be prepared **PRIOR TO CLOSING**.

# KENNETH PREGNO AGENCY, LTD.

Title No. KPW-2011A-4537

## SCHEDULE B (continued)

### DISPOSITION

As this transfer will be processed through the Property Records Electronic Portal ("PREP") System, to avoid any unnecessary recording delays, the initial PREP Package Originator must assign access to this transaction's PREP Package to Kenneth Pregno Agency, Ltd. prior to or at closing.

17. New York State Powers of Attorney signed on or after September 12, 2010, must be on the revised Statutory Short Form. This prior form, dated September 1, 2009, can only be used on Powers of Attorney signed between September 1, 2009 and September 11, 2010. Powers of Attorney from other states must be executed by both the principal and the agent. All Powers of Attorney to be used at closing, must be faxed or emailed to the Title Company for review and approval, prior to closing;
18. Deed to recite "Property to be conveyed is intended to be the same property described in Liber 7916 cp 439".
19. Proof is required that the Grantor herein is the same person as the Grantee in a certain deed dated 4-20-84 and recorded 4-25-84 in Liber 7916 cp 439;
20. Contract of Sale in its entirety must be submitted to the Company prior to closing;
21. All parties will be required to provide photo-identification and social security numbers to the company's representative at closing;
22. Properly executed TP-584 and RP-5217 must accompany each deed to be recorded; **Only the TP-584 Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate and Certification of Exemption from the payment of Estimated Personal Income Tax Form will be accepted.**
23. This Certificate and the enclosed photocopies are not for conveyance, mortgage or leasehold purposes and are for informational purposes only. No policy of insurance is to be issued hereunder and liability is limited to the fee paid. Nothing herein is to be construed as changing the effective date of the title insurance policy from which this search was run;

**KENNETH PREGNO AGENCY, LTD.**

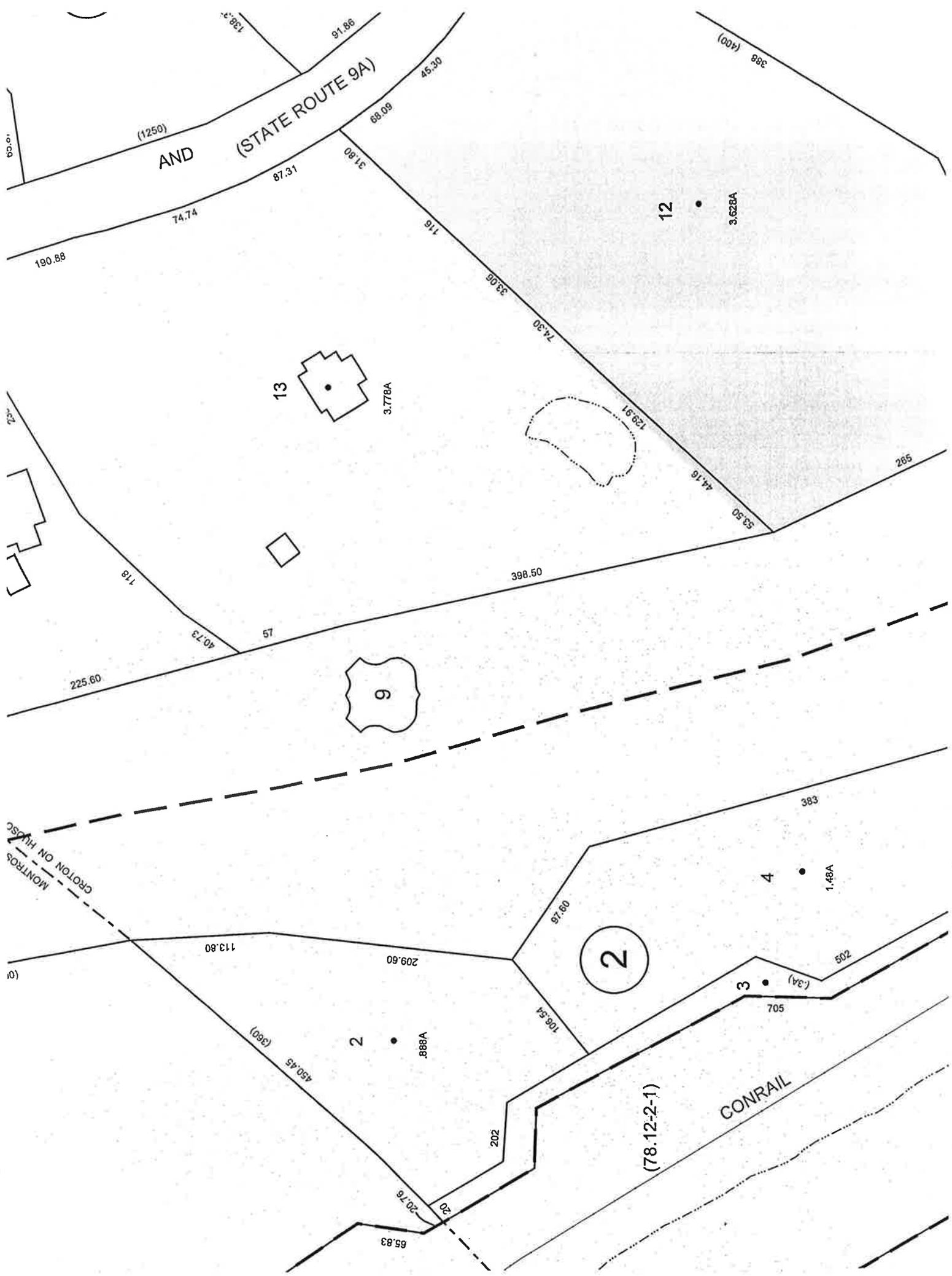
**Title No. KPW-2011A-4537**

**SCHEDULE B (continued)**

**DISPOSITION**

24. This Certificate is not for conveyance, mortgage or leasehold purposes and is for informational purposes only. No policy of insurance is to be issued hereunder and liability is limited to the fee paid;





**KENNETH PREGNO AGENCY, LTD.**

**Title No. KPW-2011A-4537**

**MORTGAGES**

**NO MORTGAGES OF RECORD**

**KENNETH PREGNO AGENCY, LTD.**

**Title No. KPW-2011A-4537**

**SURVEY READING**

Survey to be read in when received by Title Company. Until said survey is read in, the following exceptions are raised:

In the absence of a survey, Company will not certify as to the location nor the dimensions of the within described premises on all sides.

Subject to any state of facts an accurate survey would show.



\*T04084116\*

Form J1-6 Bargain and Sale Deed with Covenant against Grantor's Acre—Individual or Corporation (single sheet)

LIBER 7916 PAGE 439

THIS INDENTURE, made the 20 day of April, nineteen hundred and eighty-four BETWEEN

EDITH M. JURKA, residing at 116 East 66 Street, New York, N. Y.

party of the first part, and

LAUREL D. THEISE, residing at 34 West 75 Street, New York, N. Y. 10023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cortlandt, Village of Croton-on-Hudson, County of Westchester, designated on Town of Cortlandt assessment map as Section 59, Block 402, Lot 10.2 and 11, and more fully described in Schedule A, hereto annexed.

APR 25 1984

TAX STAMPS ATTACHED

2400.00

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Edith M. Jurka*

Edith M. Jurka

Title No. T6184-00805

## SCHEDULE "A"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of North Riverside Avenue (Route 9A) formerly known as Albany Post Road where the same is intersected by the Southeasterly line of land now or formerly of Julia and Cheng Tsu-Wu;

RUNNING thence along the Southwesterly side of North Riverside Avenue the following courses and distances:

South 25° 09' 30" East 24.39 feet;  
 South 37° 49' 30" East 68.06 feet;  
 South 44° 54' 10" East 32.95 feet;  
 South 54° 40' 30" East 46.20 feet;  
 South 55° 24' 00" East 70.00 feet;  
 South 44° 10' 50" East 230.57 feet;  
 South 22° 17' 30" East 107.09 feet;  
 South 34° 21' 20" East 128.05 feet;  
 South 20° 29' 30" East 135.00 feet;  
 South 27° 07' 30" East 130.00 feet; and  
 South 29° 44' 50" East 140.66 feet to the

Northwesterly line of land now or formerly of Sky View Haven;

Thence along said land now or formerly of Sky View Haven the following courses and distances:

South 61° 28' 50" West 66.08 feet;  
 Due West 5.03 feet;  
 South 67° 17' 30" West 21.47 feet;  
 South 25° 05' 30" West 42.94 feet;  
 South 31° 01' 00" West 86.65 feet;  
 South 18° 47' 00" West 51.71 feet;  
 South 4° 38' 50" East 88.89 feet;  
 South 31° 35' 10" West 199.24 feet; and  
 South 36° 10' 10" West 35.36 feet to the

Northeasterly side of Route 9;

Thence along the Northeasterly side of Route 9 the following courses and distances:

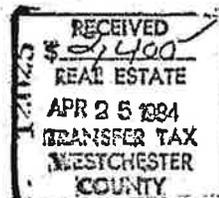
North 62° 27' 14" West 123.59 feet;  
 North 56° 16' 49" West 83.32 feet;  
 North 43° 04' 26" West 78.10 feet;  
 North 33° 03' 55" West 347.91 feet;  
 North 30° 40' 25" West 181.56 feet; and  
 North 26° 17' 10" West 484.63 feet to the

Southeasterly line of land now or formerly of Julia and Cheng Tsu-Wu;

Thence along said land now or formerly of Tsu-Wu the following courses and distances:

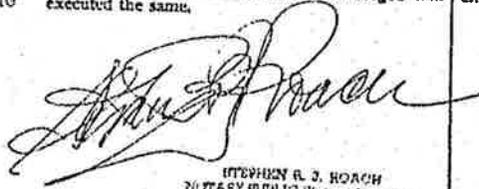
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 North 43° 08' 00" East 71.46 feet;  
 North 36° 37' 10" East 13.24 feet;  
 North 45° 21' 20" East 86.89 feet;  
 North 44° 14' 50" East 94.19 feet;  
 North 40° 53' 40" East 32.78 feet;  
 North 41° 40' 50" East 33.46 feet;  
 North 41° 03' 40" East 50.04 feet; and  
 North 43° 47' 30" East 84.79 feet to the

Southwesterly side of North Riverside Avenue to the point and place of beginning.



STATE OF NEW YORK, COUNTY OF Westchester 211  
 On the 30 day of April 1984, before me  
 personally came  
 EDITH M. JURKA

to me known to be the individual described in and who  
 executed the foregoing instrument, and acknowledged that  
 she executed the same.



STEPHEN R. HORCH  
 MILITARY PUBLIC, State of New York  
 No. 80-240860  
 Qualified in Westchester County  
 Term Expires March 30, 1985

STATE OF NEW YORK, COUNTY OF  
 On the day of 19 , before me  
 personally came  
 to me known, who, being by me duly sworn, did depose and  
 say that he resides at No.  
 that he is the  
 of

, the corporation described  
 in and which executed the foregoing instrument; that he  
 knows the seal of said corporation; that the seal affixed  
 to said instrument is such corporate seal; that it was so  
 affixed by order of the board of directors of said corpora-  
 tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF 211  
 On the day of 19 , before me  
 personally came  
 LIBER 7916 PAGE 441

to me known to be the individual described in and who  
 executed the foregoing instrument, and acknowledged that  
 executed the same.

STATE OF NEW YORK, COUNTY OF 211  
 On the day of 19 , before me  
 personally came  
 the subscribing witness to the foregoing instrument, with  
 whom I am personally acquainted, who, being by me duly  
 sworn, did depose and say that he resides at No.  
 that he knows

to be the individual  
 described in and who executed the foregoing instrument;  
 that he, said subscribing witness, was present and saw  
 execute the same; and that he, said witness,  
 at the same time subscribed his name as witness thereto.

**Bargain and Sale Deed**  
 WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. T 61-54-805

EDITH M. JURKA  
 TO  
 LAUREL D. REISE

STANDARD FORM OF  
 NEW YORK BOARD OF TITLE UNDERWRITERS  
 Distributed by  
 Lawyers Title Insurance Corporation  
 Home Office - Richmond, Virginia  
 90 PARK AVENUE, NEW YORK, N. Y. 10016

SECTION 57  
 BLOCK 402  
 LOT 10.2 + 11  
 COUNTY OR TOWN - CORTLANDT  
 RECORDED AT THE REQUEST OF  
~~Lawyers Title Insurance Corporation~~  
 RETURN BY MAIL TO

KENNETH REISS, Esq.  
 43 WESTCHSTER ST.  
 Bronx, New York Zip No. 10461

23299

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

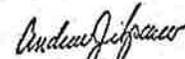
REC'D  
 APR 25 12 58 PM '84

2116700

2116700

The foregoing instrument was endorsed for record as follows:  
 The property affected by this instrument is situate in the  
**TOWN OF CORTLANDT**  
 County of Westchester, N. Y. A True copy of the original  
**DEED**  
 recorded in the Division of Land Records of the County Clerk's  
 Office of Westchester County on APRIL 25, 1984  
 at 12:58 PM in Liber 7916 Page 439 of Deeds.

Witness my hand and Official Seal

  
 Andrew J. Spano  
 County Clerk



\*Y01886183\*

DECLARATION

THIS DECLARATION, made this 12<sup>th</sup> day of MARCH 1986, by Laurel D. Theise, residing at 300 Albany Post Road, Croton-on-Hudson, New York 10520,

W I T N E S S E T H:

WHEREAS Laurel D. Theise is the record owner of real property located at North Riverside Avenue, Village of Croton-on-Hudson, Town of Cortlandt, New York 10520, as described in the following deed:

L.7916 cp.439

said parcel being more particularly bounded and described as follows:

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of North Riverside Avenue (Route 9A) formerly known as Albany Post Road where the same is intersected by the Southeasterly line of land now or formerly of Julia and Cheng Tsu-Wu:

RUNNING thence along the Southwesterly side of North Riverside Avenue the following courses and distances: South 25° 09' 30" East 24.39 feet, South 37° 49' 30" East 68.06 feet, South 44° 54' 10" East 32.95 feet, South 54° 40' 30" East 46.20 feet, South 55° 24' 00" East 70.00 feet, South 44° 10' 50" East 230.57 feet, South 22° 17' 30" East 107.09 feet, South 34° 21' 20" East 128.05 feet, South 20° 29' 30" East 135.00 feet, South 27° 07' 30" East 130.00 feet, and

South 29° 44' 50" East 140.66 feet to the Northwesterly line of land now or formerly of Sky View Haven; thence along said land now or formerly of Sky View Haven the following courses and distances: South 61° 28' 50" West 66.08 feet, Due West 5.03 feet, South 67° 17' 30" West 21.47 feet, South 25° 05' 30" West 42.94 feet, South 31° 01' 00" West 86.65 feet, South 18° 47' 00" West 51.71 feet, South 04° 38' 50" East 88.89 feet, South 31° 36' 10" West 199.24 feet and South 36° 10' 10" West 35.36 feet to the Northeasterly side of Route 9; thence along the Northeasterly side of Route 9 the following courses and distances: North 62° 27' 14" West 123.59 feet, North 56° 16' 49" West 33.32 feet, North 43° 04' 26" West 78.10 feet, North 33° 03' 55" West 347.91 feet, North 30° 40' 25" West 181.56 feet and North 26° 17' 10" West 484.63 feet to the Southeasterly line of land now or formerly of Julia and Cheng Tsu-Wu; thence along said land now or formerly of Tsu-Wu the following courses and distances: North 39° 37' 30" East 43.97 feet, North 43° 08' 00" East 71.46 feet, North 36° 37' 10" East 13.24 feet, North 45° 21' 20" East 86.89 feet, North 44° 14' 50" East 94.19 feet, North 40° 53' 40" East 32.78 feet, North 41° 40' 50" East 33.46 feet, North 41° 03' 40" East 50.04 feet, and North 43° 47' 30" East 86.79 feet to the Southwesterly side of North Riverside Avenue to the point and place of beginning.

WHEREAS, I am desirous of subdividing said property as shown on the attached subdivision map entitled: "Subdivision Plat, Hudson View Estates"; and

WHEREAS, said subdivision exists within a village water district and, as such, would be required to extend and/or connect to the existing municipal water system, all in accordance with the Laws of Westchester County, New York, Chapter 873, Section 873.1051 which states in part that: "Within the corporate limits of any village water district, no plan for development of a realty subdivision shall be approved except where the plan provides for the extension of such water system to serve every habitable

structure in such development," cannot be complied with due to the decision rendered by the Village of Croton-on-Hudson's Engineer. Said Village Engineer stated, in part, in a letter dated December 20, 1985, addressed to Westchester County Department of Health that: "Since the Village gets its water supply from well fields, the Village is reluctant to extend the present distribution system beyond its northern terminus, because to do so might overextend the safe yield capacity of the wells". Lot No. 2, as shown on the attached subdivision map, now contains an existing residence, well and separate sewage disposal system; and Lots No. 1 and 3, as shown on attached subdivision map, will have to be serviced by drilled wells and separate sewage disposal systems.

WHEREAS, I hereby apply to the Westchester County Department of Health for a waiver of the requirements of Chapter 873, Section 873.1051 of the Westchester County Sanitary Code.

NOW, THEREFORE, in consideration of the Westchester County Board of Health's approval of the request to waive the requirements of Chapter 873, Section 873.1051 of the laws of Westchester County, Laurel D. Theise declares and agrees that said subdivision is not to be further subdivided unless the Village of Croton-on-Hudson can adequately supply and agree to supply public water to possible future additional lots.

AND in further consideration for said waiver, Laurel D. Theise declares and agrees that this covenant shall run with the land, and shall be a burden upon said subject premises forever, and agrees for myself, my

legal representatives, my heirs, successors and assigns, to hold the Westchester County Department of Health, the Westchester County Board of Health, and the County of Westchester and their officers, agents and employees harmless and waive any and all rights that I now have or may acquire hereafter against said Department, Board and County by reason of the issuance of the waiver hereinbefore referred to for said subject premises, knowing that it does not conform to said Department of Health's requirements or its Rules and Regulations, and I, Laurel D. Theise, further agree to indemnify said Department, Board and County and their officers, agents and employees and hold them harmless from any claims or suits arising out of the issuance of said waiver and out of any construction performed in accordance therewith.

This Declaration is being executed, delivered, recorded, and cross-referenced to the deed as aforesaid in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York, knowing that the Department of Health, the Board of Health and the County of Westchester rely upon same in the issuance of said waiver.

This agreement shall not be released except by a duly recorded instrument bearing the authorization of the Westchester County Department of Health.

IN WITNESS WHEREOF, I have hereunder set my hand this *12<sup>th</sup>* day of *March*, 1986.

*Laurel D. Theise*  
\_\_\_\_\_  
Laurel D. Theise

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF WESTCHESTER)

On this *12<sup>th</sup>* day of *March*, 1986, before me personally came Laurel D. Theise, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*Kenneth Reiss*  
\_\_\_\_\_  
KENNETH REISS  
Notary Public, State of New York  
No. 20-3247625 Qual. in Nassau Co.  
Cert. filed in Bronx County  
\*Commission Expires March 20, 1987

**AFFIDAVIT IN CONNECTION WITH REAL PROPERTY LAW § 265-a**  
**Home Equity Theft Protection Act**  
**(Seller's Affidavit)**

State of New York            }  
County of \_\_\_\_\_}

\_\_\_\_\_ being duly sworn does depose and say;

1. I/we reside at \_\_\_\_\_

2. I/we am/are the owner(s) of real property known as \_\_\_\_\_ (the "Real Property") and I/we am/are about to sell the Real Property to \_\_\_\_\_

3. That, for purposes of compliance with § 265-a of the Real Property Law (the Home Equity Theft Prevention Act), deponent(s) states of his and/or her actual knowledge that:

- a. Neither I/we am/are in default of any mortgage affecting the Real Property by reason of there being payments due and unpaid on any mortgage for two months or more.
- b. There are no actions pending against the Real Property to foreclose a mortgage.
- c. The Real Property is not shown on an active property tax lien sale list and all real estate taxes are paid through the next lien date.

I/we give this affidavit knowing that Kenneth Pregno Agency, -Ltd. will rely upon the truth of the statements made above.

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

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public- Sign and Affix Stamp Below

# Kenneth Pregno Agency, Ltd.

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

Premises: \_\_\_\_\_

Purchaser's Affidavit

State of New York

County of \_\_\_\_\_ SS:

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

1. I am the purchaser of the captioned premises and I am familiar with the Contract of Sale affecting said premises.
2. The transaction is exempt from the provisions of Section 265-A of the Real Property Law (the Home Equity Theft Protection Act) because the premises herein is being purchased:

(Strike out the provisions that do not apply):

- (A) for use as my primary residence and I will occupy the referenced premises as such, or;
- (B) from a Referee in a Foreclosure Sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law, or;
- (C) from \_\_\_\_\_, who is my spouse, grandparent, child, grandchild, or sibling (strike out the ones which are inapplicable), or;
- (D) by a not-for-profit housing organization or a public agency, or;
- (E) the statute is not applicable because I am a bona fida purchaser for value, or;
- (F) is a sale authorized by statute, or;
- (G) by order or judgment of a court.

I make this affidavit knowing that Chicago Insurance Company/Fidelity National Title Insurance Company is relying on the truth of the statements made herein.

\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

# KENNETH PREGNO AGENCY, LTD.

TITLE NO. \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

SS: \_\_\_\_\_

EACH BEING DULY SWORN DEPOSES AND SAYS:

\_\_\_\_\_ That I/We have been known by no other name(s) other than \_\_\_\_\_ for more than ten (10) years last past and that I/We was/were the grantee(s) in Deed dated \_\_\_\_\_ recorded \_\_\_\_\_ in Liber \_\_\_\_\_ pg. \_\_\_\_\_.

\_\_\_\_\_ That there are no judgments against me/us in this state or any state in the U.S.A. and there are no proceedings for bankruptcy or any notice of Federal/State Liens against me/us and that the judgments/liens listed herein are of an individual of a same/similar name.

\_\_\_\_\_ That \_\_\_\_\_ is/are alive and well and consent(s) to the delivery of the deed and/or mortgage to be insured.

\_\_\_\_\_ That the Power of Attorney granted to me on \_\_\_\_\_ is still in full force and effect.

\_\_\_\_\_ That there was no joint or mutual Will between myself and my spouse who died \_\_\_\_\_ and there was no legal separation or Decree of Divorce entered or being entered in this state or any state in the United States and that at the time of the death of my spouse, we were legally married.

\_\_\_\_\_ That there are/are not any tenants in possession.

\_\_\_\_\_ The source of water at the premises is \_\_\_\_\_.

\_\_\_\_\_ That I/We, as seller(s)/mortgagor(s) do hereby affirm to KENNETH PREGNO AGENCY, LTD. that I/We will not encumber or cause to encumber, the premises prior to the recording, such documents as issued in this transaction, and accepted by the County Clerk of said recording county and indemnify and hold harmless, the Kenneth Pregno Agency, Ltd. should I/We cause otherwise.

\_\_\_\_\_ That there are/are not any open mortgages affecting the subject premises unless same is being paid off at closing, or subordinated or consolidated.

\_\_\_\_\_ The Subject premises is NOT part of a Homeowner's Association or a Condominium Association, there are no Common Charges or Maintenance Fees.

\_\_\_\_\_ That no repairs, alterations or improvements have been made to said premises which have not been completed more than four months prior to the date hereof.

THAT THE ABOVE STATEMENTS ARE MADE TO INDUCE THE KENNETH PREGNO AGENCY, LTD., as Agent for CHICAGO AND/FIDELITY NATIONAL TITLE INSURANCE COMPANY TO ISSUE IT'S POLICY INSURING THE SAME, KNOWING THAT THEY WILL RELY ON THE STATEMENTS MADE HEREIN AND I/WE INDEMNIFY AND HOLD THEM HARMLESS FOR ANY LOSS, COSTS, OR DAMAGES RESULTING FROM ANY MISREPRESENTATIONS MADE.

SWORN TO BEFORE ME THIS

\_\_\_\_\_ Day of \_\_\_\_\_

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

NOTARY PUBLIC