



Flatiron Abstract, LLC
97 Locust Avenue
Cortlandt Manor, NY 10567

914 293 7701
Fax 914 737 5665
flatironabstract@verizon.net
flatironabstractllc.com

**AFFIDAVIT PURSUANT TO SECTION 22
OF THE NYS LIEN LAW**

STATE OF NEW YORK :
 : ss.:
COUNTY OF _____ :

The undersigned, being duly sworn, deposes and says that:

1. That I am the borrower and reside at _____, New York ("Borrower").
2. Reference hereby is made to that certain Building Loan Agreement (the "Building Loan Agreement"), dated _____, between _____, as Borrower, and _____, as Lender ("Lender") in the original amount of \$_____ (the "Original Loan Amount"), which Building Loan Agreement is to be filed in the Office of the _____ County Clerk simultaneously herewith.
3. Lender heretofore has advanced an aggregate of \$_____ under the Building Loan Agreement.
4. The consideration for the Loan (points) to be paid is \$_____.

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5. Other expenses heretofore incurred or to be incurred in connection with and paid out of the Loan are (or are estimates):

Architect's Fees	
Engineer's and Surveyor's Fees	
Lender Inspections	
Insurance premiums during construction	
Demolition Costs	
Construction Costs	
Mortgage Tax	
Building Loan Service Fees	
Sums paid to take by assignment prior existing mortgages which are consolidated with the building loan mortgages (including interest)	
Sums paid to discharge or reduce indebtedness under mortgages and accrued interest thereon and under existing encumbrances	
Sums paid to discharge building loan mortgage whenever recorded	
Taxes, assessments, water rents and sewer rents paid (existing prior to commencement of improvement)	
Examination and insurance of title and recording fees	
Total	

6. The amount, if any, to be advanced from the Loan to repay amounts previously advanced to the Borrower pursuant to Requests for Payment for costs of the Improvement is: \$_____.

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7. The amount, if any, to be advanced from the Loan to reimburse the Borrower for costs of the Improvement expended by the Borrower after the commencement of the Improvement but prior to the date hereof is: \$_____.
8. The amount to be advanced from the Loan for indirect costs of the Improvement which may become due and payable after the date hereof and during the construction of the Improvements (such as bond and insurance premiums, fees of the architects, engineers and surveyors, taxes, assessments and water and sewer rent, ground rent, fees for Lender's counsel, interest on the mortgage(s) which secure the Building Loan Agreement) other than as included in paragraph (5) above is: \$_____.
9. The net sum which will be available to Borrower from the Loan (after the payment of the cost and expense of the Loan as set forth above in paragraph (4)) to pay contractors, subcontractors, laborers and materialmen for the Improvement is: \$_____.
10. This affidavit is made pursuant to and in compliance with Section 22 of the Lien Law of the State of New York.
11. If the Borrower is a corporation or partnership or limited liability company, this statement is verified by deponent and not by Borrower because the Borrower is a corporation or partnership or limited liability company, as the case may be, of which deponent is an officer or partner or member.
12. The facts stated above and any costs itemized on this statement are true, to the best knowledge of the undersigned.

Sworn to before me this
_____ day of _____, 20__

Notary Public

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