

Today's Date: |

Date of Transfer: |

Property Location Information:

Property Street Number: |

Property Street Name |

Property City: |

Property Village: |

Property State: | New York

Property Zip Code: |

Property County |

Source of Grantors Title:

Source of Grantors Title: |

Capacity of Grantor(s): |

Capacity of Grantee(s): |

Property Tax Information:

(Get the information from the property tax bill.)

Number of Parcels: |

Section Block and Lot Number(s)

SBL#1: |

SBL#2: |

SBL#3: |

SBL#4: |

Parcel Size:

Acres: | **Or** Frontage: | Depth: |

Property Class: |

Total Assessed Value: |

Assessment Roll Year: |

School Year: |

Swiss Code: |

Contract Information:

Contract Sale Date: |

Date of Sale Transfer: |

Contract Sale Price: |

Value of Personal Property: |

Date of Conveyance: |

Last Use of Property: |

Buffalo Notary Services
Example

SCHEDULE “A”

Buffalo Notary Services
Example

Seller(s) Information:

Number of Sellers: |

Seller 1:

First Name: |

Middle Name: |

Last name/Company: |

Street Number: | Street Name: |

City/Town: | State: | Zip Code: |

Social Security Number: | EIN Number: |

Area Code: | Phone Number: | Email: |

Seller 2:

First Name: |

Middle Name: |

Last name/Company: |

Street Number: | Street Name: |

City/Town: | State: | Zip Code: |

Social Security Number: | EIN Number: |

Seller 3:

First Name: |

Middle Name: |

Last name/Company: |

Street Number: | Street Name: |

City/Town: | State: | Zip Code: |

Social Security Number: | EIN Number: |

Buyers(s) Information:

Number of Sellers: |

Buyer 1:

First Name: |

Middle Name: |

Last name/Company: |

Street Number: | Street Name: |

City/Town: | State: | Zip Code: |

Social Security Number: | EIN Number: |

Area Code: | Phone Number: | Email: |

Buyer 2:

First Name: |

Middle Name: |

Last name/Company: |

Street Number: | Street Name: |

City/Town: | State: | Zip Code: |

Social Security Number: | EIN Number: |

Buyer 3:

First Name: |

Middle Name: |

Last name/Company: |

Street Number: | Street Name: |

City/Town: | State: | Zip Code: |

Social Security Number: | EIN Number: |

Buyer(s) Attorney Information:

Name: |

Street Number: | Street Name: |

Attorney City/State/Zip: |

Area Code: | Telephone Number: |

Seller(s) Attorney Information:

Name: |

Street Number: | Street Name: |

Attorney City/State/Zip: |

Area Code: | Telephone Number: |

Buffalo Notary Services
Example

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

MonthDayYear

C3. Book

C4. Page



New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property
Location

* STREET NUMBER

* STREET NAME

* CITY OR TOWN

VILLAGE

* ZIP CODE

2. Buyer
Name

* LAST NAME/COMPANY

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

3. Tax
Billing
Address

Indicate where future Tax Bills are to be sent
if other than buyer address(at bottom of form)

LAST NAME/COMPANY

FIRST NAME

STREET NUMBER AND NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment
Roll parcels transferred on the deed

of Parcels

OR

☐

Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

☐

4B. Subdivision Approval was Required for Transfer

☐

4C. Parcel Approved for Subdivision with Map Provided

☐

5. Deed
Property
Size

* FRONT FEET

X

* DEPTH

OR

* ACRES

6. Seller
Name

* LAST NAME/COMPANY

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

*7. Select the description which most accurately describes the
use of the property at the time of sale:

Check the boxes below as they apply:

8. Ownership Type is Condominium

☐

9. New Construction on a Vacant Land

☐

10A. Property Located within an Agricultural District

☐

10B. Buyer received a disclosure notice indicating that the property is in an
Agricultural District

☐

SALE INFORMATION

11. Sale Contract Date

* 12. Date of Sale/Transfer

*13. Full Sale Price

(Full Sale Price is the total amount paid for the property including personal property.
This payment may be in the form of cash, other property or goods, or the assumption of
mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal
property included in the sale

15. Check one or more of these conditions as applicable to transfer:

☐

A. Sale Between Relatives or Former Relatives

☐

B. Sale between Related Companies or Partners in Business.

☐

C. One of the Buyers is also a Seller

☐

D. Buyer or Seller is Government Agency or Lending Institution

☐

E. Deed Type **not** Warranty or Bargain and Sale (Specify Below)

☐

F. Sale of Fractional or Less than Fee Interest (Specify Below)

☐

G. Significant Change in Property Between Taxable Status and Sale Dates

☐

H. Sale of Business is Included in Sale Price

☐

I. Other Unusual Factors Affecting Sale Price (Specify Below)

☐

J. None

Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll on which information taken(YY)

*17. Total Assessed Value

*18. Property Class

*19. School District Name

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. **Type or print clearly.**)

SELLER SIGNATURE

DATE

BUYER SIGNATURE

BUYER SIGNATURE

DATE

* LAST NAME

FIRST NAME

*AREA CODE

*TELEPHONE NUMBER (Ex: 9999999)

* STREET NUMBER

* STREET NAME

*CITY OR TOWN

*STATE

*ZIP CODE

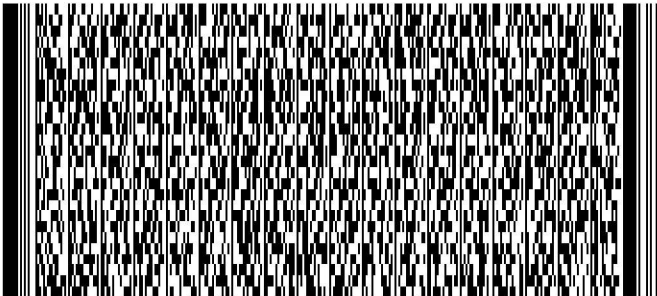
BUYER'S ATTORNEY

LAST NAME

FIRST NAME

AREA CODE

TELEPHONE NUMBER (Ex: 9999999)





**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) , - ,	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) , - ,	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>				month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year						
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	I. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for satisfaction to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax in New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

CLOSING GUARANTY

PROPERTY: _____, New York ("Property")
SELLER: _____ ("Seller")
PURCHASER: _____ ("Purchaser")
CLOSING DATE: _____ ("Closing")

In the event any changes (including additions and deletions) to this Bar Association of Erie County approved Closing Guaranty form ("Approved Guaranty Form") are not clearly differentiated in this instrument, the changed provisions shall automatically be deemed modified to be the same as in the Approved Guaranty Form.

I. SELLER MORTGAGE PAYOFF AND DISCHARGE GUARANTY AND TAX AND WATER GUARANTY

A. The undersigned, Seller of the Property, hereby guarantees to (i) Purchaser, (ii) Purchaser's attorney, (iii) any lender who will hold a mortgage encumbering the Property ("Lender"), (iv) any title insurance company insuring Lender's mortgage and/or title to the Property ("Title Company"), (v) any subsequent purchaser of the Property, and (vi) the attorney for any subsequent purchaser of the Property (collectively the "Obligees"), that with respect to the Mortgages/Liens encumbering the Property (collectively, the "Mortgages/Liens") as shown on attached Exhibit A:

1. Seller shall promptly pay off in full the indebtedness or other obligations secured by the Mortgages/Liens, including all interest, penalties and/or late charges;
2. Seller shall obtain and file/record in the appropriate County Clerk's Office a discharge, satisfaction and/or release of the Property for each of the Mortgages/Liens;
3. Seller agrees to defend, indemnify and hold harmless the Obligees and their respective successors and assigns, from and against any and all claims arising from the failure to pay off in full the notes or other indebtedness secured by the Mortgages/Liens and/or failure to discharge/satisfy/release the Mortgages/Liens of record;
4. Seller shall pay all filing and/or recording fees necessary to remove the lien of the Mortgages/Liens;
5. Seller shall promptly provide Purchaser's attorney with a copy of each discharge or release for the Mortgages/Liens and the recording information therefor;
6. if any of the Mortgages/Liens are not discharged, satisfied or released within 120 days of Closing, Seller shall cause an action necessary to cancel and discharge the lien of the Mortgages/Liens to be commenced and diligently prosecuted to completion. In the event Seller fails to commence the required action within 180 days of Closing, Seller hereby irrevocably assigns to Purchaser effective 180 days after Closing, all Seller's rights, title and interest in and to any action Seller may bring under New York Real Property Actions and Proceedings Law Section 1921 or other law relating to the execution, delivery and/or recording of a discharge or satisfaction of mortgage, including the right to recover all sums available under that provision, including the \$1,500.00 penalty, costs, attorney's fees and such other amounts as permitted by Section 1921 or such other applicable law; and
7. if the Property is sold more than 180 days after Closing and closed prior to the time Seller is able to provide said required documents, Seller shall pay for an owner's title insurance policy, including a market value rider, insuring against collection of the Mortgage/Liens which have not been discharged, satisfied or released of record and to provide any other documents reasonably necessary to issue said owner's policy.

B. Seller further guarantees prompt payment of all water/sewer use charges attributable to the Property through Closing or as otherwise provided in an agreement between Seller and Purchaser and to promptly forward to Seller's attorney a final paid water/sewer use account statement. If necessary, Seller authorizes Attorney, as hereinafter defined, to use escrowed funds of Seller to pay the water/sewer use charges.

C. Seller further guarantees that all unpaid real estate taxes and other items subject to adjustment under the Contract attributable to the Property that have not been credited to the Purchaser on the Closing Statement have been or will be paid through Closing.

D. In any proceeding relating to this Guaranty or to the subject matter hereof, Seller and Attorney hereby irrevocably consent to the exclusive jurisdiction of any municipal or state court in the State of New York venued in the county in which the Property is located ("County") provided that nothing contained in this Guaranty will prevent Purchaser, Attorney or any of the Obligees from enforcing any award or judgment or exercising any rights against Seller or Attorney, against any security or against any property of the Seller or Attorney within any other county, state or other foreign or domestic jurisdiction. Seller and Attorney hereby waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

E. Seller acknowledges that it has retained the Attorney identified below to represent Seller in connection with the sale of the Property. In the course of representing Seller, Attorney may be required to issue the supplemental attorney guaranty set forth below and the delivery of such guaranty may cause Seller's interest to be adverse from the interests of Attorney. Seller hereby provides Seller's informed consent (i) authorizing Attorney to issue its guaranty on behalf of Seller and (ii) waiving any conflict of interest resulting from the issuance of Attorney's guaranty. Seller also agrees to indemnify and hold Attorney harmless from and against all actions, proceedings, claims, losses, damages, injury, costs and expenses (including reasonable attorneys fees and court costs) arising from the Seller's failure to perform its obligations under this guaranty. Seller agrees that Attorney may hold a portion of the proceeds from the subject transaction in escrow to pay the foregoing obligations, and further agrees to promptly reimburse Attorney if Attorney is required to advance any funds on Seller's behalf in connection with the payment of the obligations and further consents to the wire transfer of proceeds out of Attorney's trust account to pay the foregoing obligations, if Attorney elects to make wire transfers for the payment thereof.

F. In the event that any of the Mortgages/Liens is a credit line mortgage or home equity line of credit, Seller hereby directs that such account be closed, agrees that no further advances will be requested by Seller and, if required by the lender, agrees to promptly execute and deliver a directive to the holder of such mortgage to close such line of credit account and discharge such mortgage. In any event, Seller shall promptly pay off any advance not shown on the payoff statement with interest.

Seller

Date

Seller

Date

Seller

Date

Seller

Date

II. SUPPLEMENTAL GUARANTY OF ATTORNEY

_____, (the "Attorney") as attorney for the Seller, in addition to the consent to jurisdiction and waivers of objection to venue and objection based on a more convenient forum stated above, does hereby guarantee to the Obligees that the Attorney shall:

A. Transmit in a timely fashion the amount necessary to payoff the Mortgages/Liens in the manner indicated on the payoff statement(s), attached hereto as Exhibit B, provided by the mortgagees, servicer or holders of the Mortgages/Liens, by certified check, bank draft, attorneys trust account check (if an attorney's trust account check is acceptable to the payee) or wired funds to the address/account shown on said payoff statement(s) for use in transmitting payoff funds together with per diem interest which may accrue beyond the date of Closing through at least the third business day after Closing. Attorney represents that Attorney has received certified funds, bank drafts or wired funds in an amount sufficient to pay off, in full, the Mortgages/Liens as reflected on the payoff statements attached as Exhibit B.

B. Use all reasonable efforts to obtain a discharge and/or release of the Mortgages/Liens from the lawful holder thereof and promptly record/file or cause the discharge and/or release to be recorded in the appropriate County Clerk's office.

C. If the payoff figure as shown on any of the payoff statements is determined to be incorrect, Attorney will promptly use all reasonable efforts to obtain from the Seller the additional funds necessary to satisfy the obligations and obtain the discharge, satisfaction and/or release.

D. Attorney guarantees payment of all water/sewer use charges attributable to the Property through the date of Closing or as otherwise provided in an agreement between Seller and Purchaser. Attorney agrees to hold an amount of the Seller's funds equal to the greater of (i) two times the paid amount shown on the most recently receipted bill for the water/sewer use account or (ii) \$250.00 in escrow for payment of all unpaid water/sewer use charges attributable to the Property through the Closing or as otherwise provided in an agreement between Seller and Purchaser. Thereafter, the balance of any funds held by Attorney for payment of water/sewer use charges may be returned to Seller, however, Attorney's and Seller's guaranty obligations shall survive the release of such funds in the event a supplemental or corrected water/sewer use bill is issued.

By accepting this Closing Guaranty, Purchaser waives any objection to Attorney representing Seller in any action to enforce this Closing Guaranty.

DATED: _____, 20____
(Name of Attorney or Firm)

By: _____

Exhibit A

MORTGAGES/ LIENS

1. Mortgage in the amount of \$_____ and interest made by _____ to _____ dated _____ and recorded in the _____ County Clerk's Office on _____ in Liber _____ of Mortgages at Page _____.

2. Mortgage in the amount of \$_____ and interest made by _____ to _____ dated _____ and recorded in the _____ County Clerk's Office on _____ in Liber _____ of Mortgages at Page _____.

3. Lien in the amount of \$_____ and interest held by _____, filed in the _____ County Clerk's Office on _____.

4. ☐ Continued on attached Exhibit A-1.

Exhibit B

PAYOFF LETTERS

See Attached.

Schedule “A”

Buffalo Notary Services
Example

THIS INDENTURE, made the _____ day of _____,
20____ **BETWEEN**

and

WITNESSETH, that the Grantor(s), in consideration of -----One and More (\$1.00 & More -----
lawful money of the United States paid by the Grantee(s), does hereby grant and release unto the Grantee(s),
there heirs, executors, administrators and assigns forever,

SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD the above granted premises unto the said Grantee(s).

AND the said Grantor(s) does covenant with said Grantee(s) as follows:

FIRST.- That the Grantor(s) is seized of said premises in fee simple, and has good right to convey the same.

SECOND.- That the Grantee(s) shall quietly enjoy the said premises;

THIRD.- That the said premises are free from incumbrances;

FORTH.- That the Grantor(s) will execute or procure any further necessary assurances of the title to said premises;

FIFTH.- That the Grantor(s) will forever warrant the title to said premises.

Subject to the trust fund provisions of section thirteen of the Lien law.

IN WITNESS WHEREOF, the said Grantor(s) has hereunto set there hand and seal the day and year first above written.

L.S.

L.S.

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

On this _____ day of _____, 20____, before me, the undersigned a notary public in and for said state, personally appeared:_____

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE “A”

Buffalo Notary Services
Example

JUDGMENT AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

Re: _____, , New York

_____, being duly sworn, deposes and says:

• •

1. The undersigned was named as grantee in a certain deed recorded:

conveying premises referenced above; and

2. The undersigned is the owner in fee of the premises described in said deed; and
3. The attention of the undersigned has been called to certain judgments, tax liens, warrants, bankruptcies and/or incompetencies against persons with names similar to those of the undersigned; and
4. None of said judgments, tax liens or warrants are against the undersigned and there are no judgments, tax liens, warrants or other encumbrances or liens of any nature whatsoever against the undersigned; and
5. The undersigned has not been adjudicated incompetent or bankrupt and neither has the undersigned filed any petition in bankruptcy nor has an involuntary petition in bankruptcy been filed against the undersigned.
6. This Affidavit is made with the express understanding of the undersigned that a purchaser or a mortgagee of said premises will rely upon the truth and accuracy of all of the statements contained herein in closing the purchase of said premises.

Sworn to before me this _____
day of _____, 20____.

Notary Public

AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

Re: _____, , New York

_____, being duly sworn, deposes and says:

- 1. That I make this affidavit in respect of real property known as 449 Poplar Avenue, Angola, NY 14006 (“the Premises”).
- 2. That, for the purpose of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).
- 3. Seller is not currently a party to any matrimonial action brought under Section 236 of the New York Domestic Relations Law.

Sworn to before me this _____
day of _____, 20____.

Notary Public

Buffalo Notary Services
Example

SMOKE ALARM AND CARBON MONOXIDE DETECTOR AFFIDAVIT
(EXEC. LAW § 378(5-a))

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

Re: _____, , New York

_____, being duly sworn, deposes and says:

- 1. That Deponent is the record owner of the above-referenced real property, which is improved by a one or two family dwelling used as a residence.
- 2. That there is installed in said one or two family dwelling used as a residence an operable carbon monoxide detector and smoke alarm.
- 3. That Deponent is executing this Affidavit to indicate compliance with Section 378, Subdivision 5-a, of the Executive Law of the State of New York.
- 4. That the word “Deponent” shall be construed to read in the plural whenever the sense of this Affidavit so requires.

Sworn to before me this _____
day of _____, 20____.

Notary Public

CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the Seller of a principal residence. This information is necessary to determine whether the sale of exchange should be reported to the seller and to the Internal Revenue Service on Form 1099-S, Proceeds from Real Estate Transaction. If the seller properly completes Parts I and III, and makes a “yes” response to assurances (1) through (4) in Part II, no information reporting to the seller or to the Service will be required for that Seller. The term “Seller” includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

PART I. SELLER INFORMATION

1. NAME(S): _____
2. ADDRESS OR LEGAL DESCRIPTION (including City, State, and Zip Code) of residence being sold or exchanged.

_____, New York
3. TAXPAYER IDENTIFICATION NUMBER(S): _____

PART II. SELLER ASSURANCES:

Check “YES” or “NO” for assurances (1) through (4)

YES	NO	
_____	_____	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
_____	_____	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
_____	_____	(3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
_____	_____	(4) At least one of the following three statements applies: <div><div>• The sale or exchange is of the entire residence for \$250,000.00 or less.</div><div>OR</div><div>• I am married, the sale or exchange is of the entire residence for \$500,000.00 or less, and the gain on the Sale or exchange of the entire residence is \$250,000.00 or less.</div><div>OR</div><div>• I am married, the sale or exchange is of the entire residence for \$500,000.00 or less, and</div></div>

- (a) I intend to file a joint return for the year of the sale of exchange,
- (b) my spouse also used the residence as his or her principal residence for a period aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and
- (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1999).

PART III. SELLER CERTIFICATION

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Date

Date

AFFIDAVIT

STATE OF NEW YORK)

COUNTY OF ERIE) ss.

Re: , , New York

, , being duly sworn, depose and says

1. We are the Grantees named in a deed conveying the Property which deed was recorded:
2. Our attention has been called to certain judgments, tax liens, warrants and/or other recorded encumbrances or liens against persons with names similar to ours.
3. There are no judgments, tax liens, warrants, attachments or other recorded encumbrances or liens of any nature whatsoever against us nor have we ever been adjudicated bankrupt.
4. We have been known by the name(s) in which this affidavit is made (and by no other name(s)) for the last ten (10) years, except: None.
5. We have never resided at the following addresses: None.
6. We are not a party in any matrimonial action brought under New York State Domestic Relations Law Section 236.
7. For purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), we state of our own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or property tax lien affecting the Property; and that the Property is not subject to a mortgage which is in default (more than two months in arrears).
8. For purposes of complying with New York Executive Law, Section 378, subsections 5 and 5-a, we hereby represent that there are installed in the Property an operable single station smoke detecting alarm device and an operable carbon monoxide detector.
9. We do hereby guarantee that all water charges attributable to the Property have or will be paid up to the earlier of the date of closing or the date Purchaser (hereinafter defined) took possession of the Property. We agree to indemnify and hold harmless Ronald Krasnek, Jr. and Vianka Krasnek ("Purchaser") and Anne C. DiMatteo, Esq. for any loss due to unpaid water charges for the Property which accrued prior to the earlier of the date of closing or the date Purchaser took possession of the Property.
10. We are not non-resident aliens for the purpose of U.S. income taxation. Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. We understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement we have made here could be punished by fine, imprisonment or both. Under penalties of perjury we declare that we have examined this certification and to the best of our knowledge and belief it is true, correct and complete.
11. Within the past four (4) months we have not contracted for nor have we had any capital improvements made to the Property for which payment in full has not been made. Further, we know of no unpaid contractors, materialmen or subcontractors who do or may have the right to file a mechanic's lien against the Property.
12. We have not at any time been patients in a nursing facility, facility for the mentally retarded or medical institution, while receiving Medicaid from the Department of Social Services.
13. This Property is not used in any capacity for growing, producing, distribution or dispensing of any type of marijuana or marijuana products, or for growing, producing, distribution, or dispensing of any illegal substance under federal or state law.
14. We hereby authorize and direct any employee of our attorney, Law Offices of Nancy W. Saia, to sign the Closing Disclosure or HUD-1 Settlement Statement on our behalf.
15. This affidavit is made with the knowledge that prudent purchasers, lenders and title insurers will rely upon the veracity of all statements made herein when dealing with the Property.

Sworn to before me this _____
day of _____, 20____.

Notary Public

SELLER INFORMATION FORM

PROPERTY:

, , New York

GROSS SALE PROCEEDS

CLOSING DATE:

SELLER 1:

CURRENT ADDRESS:

FORWARDING ADDRESS:

SELLER 2:

CURRENT ADDRESS:

FORWARDING ADDRESS:

ATTORNEY FOR SELLERS:

SELLER 1:

SELLER 2:

SOCIAL SECURITY #

SOCIAL SECURITY #

CLOSING GUARANTY

PROPERTY: _____, , New York
SELLER: _____
PURCHASER: _____
CLOSING DATE: _____

In the event any changes (including additions and deletions) to this Bar Association of Erie County approved Closing Guaranty form ("Approved Guaranty Form") are not clearly differentiated in this instrument, the changed provisions shall automatically be deemed modified to be the same as in the Approved Guaranty Form.

- I. SELLER MORTGAGE PAYOFF AND DISCHARGE GUARANTY AND TAX AND WATER GUARANTY**
- A. The undersigned, Seller of the Property, hereby guarantees to (i) Purchaser, (ii) Purchaser's attorney, (iii) any lender who will hold a mortgage encumbering the Property ("Lender"), (iv) any title insurance company insuring Lender's mortgage and/or title to the Property ("Title Company"), (v) any subsequent purchaser of the Property, and (vi) the attorney for any subsequent purchaser of the Property (collectively the "Obligees"), that with respect to the Mortgages/Liens encumbering the Property (collectively, the "Mortgages/Liens") as shown on attached Exhibit A:
1. Seller shall promptly pay off in full the indebtedness or other obligations secured by the Mortgages/Liens, including all interest, penalties and/or late charges;
 2. Seller shall obtain and file/record in the appropriate County Clerk's Office a discharge, satisfaction and/or release of the Property for each of the Mortgages/Liens;
 3. Seller agrees to defend, indemnify and hold harmless the Obligees and their respective successors and assigns, from and against any and all claims arising from the failure to pay off in full the notes or other indebtedness secured by the Mortgages/Liens and/or failure to discharge/satisfy/release the Mortgages/Liens of record;
 4. Seller shall pay all filing and/or recording fees necessary to remove the lien of the Mortgages/Liens;
 5. Seller shall promptly provide Purchaser's attorney with a copy of each discharge or release for the Mortgages/Liens and the recording information therefor;
 6. if any of the Mortgages/Liens are not discharged, satisfied or released within 120 days of Closing, Seller shall cause an action necessary to cancel and discharge the lien of the Mortgages/Liens to be commenced and diligently prosecuted to completion. In the event Seller fails to commence the required action within 180 days of Closing, Seller hereby irrevocably assigns to Purchaser effective 180 days after Closing, all Seller's rights, title and interest in and to any action Seller may bring under New York Real Property Actions and Proceedings Law Section 1921 or other law relating to the execution, delivery and/or recording of a discharge or satisfaction of mortgage, including the right to recover all sums available under that provision, including the \$1,500.00 penalty, costs, attorney's fees and such other amounts as permitted by Section 1921 or such other applicable law; and
 7. if the Property is sold more than 180 days after Closing and closed prior to the time Seller is able to provide said required documents, Seller shall pay for an owner's title insurance policy, including a market value rider, insuring against collection of the Mortgage/Liens which have not been discharged, satisfied or released of record and to provide any other documents reasonably necessary to issue and underwriter's policy
- B. Seller further guarantees prompt payment of all water/sewer use charges attributable to the Property through Closing or as otherwise provided in an agreement between Seller and Purchaser and to promptly forward to Seller's attorney a final paid water/sewer use account statement. If necessary, Seller authorizes Attorney, as hereinafter defined, to use escrowed funds of Seller to pay the water/sewer use charges.
- C. Seller further guarantees that all unpaid real estate taxes and other items subject to adjustment under the Contract attributable to the Property that have not been credited to the Purchaser on the Closing Statement have been or will be paid through Closing.
- D. In any proceeding relating to this Guaranty or to the subject matter hereof, Seller and Attorney hereby irrevocably consent to the exclusive jurisdiction of any municipal or state court in the State of New York venued in the county in which the Property is located ("County") provided that nothing contained in this Guaranty will prevent Purchaser, Attorney or any of the Obligees from enforcing any award or judgment or exercising any rights against Seller or Attorney, against any security or against any property of the Seller or Attorney within any other county, state or other foreign or domestic jurisdiction. Seller and Attorney hereby waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.
- E. Seller acknowledges that it has retained the Attorney identified below to represent Seller in connection with the sale of the Property. In the course of representing Seller, Attorney may be required to issue the supplemental attorney guaranty set forth below and the delivery of such guaranty may cause Seller's interest to be adverse from the interests of Attorney. Seller hereby provides Seller's informed consent (i) authorizing Attorney to issue its guaranty on behalf of Seller and (ii) waiving any conflict of interest resulting from the issuance of Attorney's guaranty. Seller also agrees to indemnify and hold Attorney harmless from and against all actions, proceedings, claims, losses, damages, injury, costs and expenses (including reasonable attorneys' fees and court costs) arising from the Seller's failure to perform its obligations under this guaranty. Seller agrees that Attorney may hold a portion of the proceeds from the subject transaction in escrow to pay the foregoing obligations, and further agrees to promptly reimburse Attorney if Attorney is required to advance any funds on Seller's behalf in connection with the payment of the obligations and further consents to the wire transfer of proceeds out of Attorney's trust account to pay the foregoing obligations, if Attorney elects to make wire transfers for the payment thereof.

F. In the event that any of the Mortgages/Liens is a credit line mortgage or home equity line of credit, Seller hereby directs that such account be closed, agrees that no further advances will be requested by Seller and, if required by the lender, agrees to promptly execute and deliver a directive to the holder of such mortgage to close such line of credit account and discharge such mortgage. In any event, Seller shall promptly pay off any advance not shown on the payoff statement with interest.

Date

Date

II. SUPPLEMENTAL GUARANTY OF ATTORNEY

Matthew C. Laufer, Esq., (the "Attorney") as attorney for the Seller, in addition to the consent to jurisdiction and waivers of objection to venue and objection based on a more convenient forum stated above, does hereby guarantee to the Obligees that the Attorney shall:

- A. Transmit in a timely fashion the amount necessary to payoff the Mortgages/Liens in the manner indicated on the payoff statement(s), attached hereto as Exhibit B, provided by the mortgagees, servicer or holders of the Mortgages/Liens, by certified check, bank draft, attorneys trust account check (if an attorney's trust account check is acceptable to the payee) or wired funds to the address/account shown on said payoff statement(s) for use in transmitting payoff funds together with per diem interest which may accrue beyond the date of Closing through at least the third business day after Closing. Attorney represents that Attorney has received certified funds, bank drafts or wired funds in an amount sufficient to pay off, in full, the Mortgages/Liens as reflected on the payoff statements attached as Exhibit B.
- B. Use all reasonable efforts to obtain a discharge and/or release of the Mortgages/Liens from the lawful holder thereof and promptly record/file or cause the discharge and/or release to be recorded in the appropriate County Clerk's office.
- C. If the payoff figure as shown on any of the payoff statements is determined to be incorrect, Attorney will promptly use all reasonable efforts to obtain from the Seller the additional funds necessary to satisfy the obligations and obtain the discharge, satisfaction and/or release.
- D. Attorney guarantees payment of all water/sewer use charges attributable to the Property through the date of Closing or as otherwise provided in an agreement between Seller and Purchaser. Attorney agrees to hold an amount of the Seller's funds equal to the greater of (i) two times the paid amount shown on the most recently receipted bill for the water/sewer use account or (ii) \$250.00 in escrow for payment of all unpaid water/sewer use charges attributable to the Property through the Closing or as otherwise provided in an agreement between Seller and Purchaser. Thereafter, the balance of any funds held by Attorney for payment of water/sewer use charges may be returned to Seller, however, Attorney's and Seller's guaranty obligations shall survive the release of such funds in the event a supplemental or corrected water/sewer use bill is issued. By accepting this Closing Guaranty, Purchaser waives any objection to Attorney representing Seller in any action to enforce this Closing Guaranty.

DATED: _____, 20____

By_____

Exhibit A
MORTGAGES/LIENS

1. Mortgage in the amount of \$ _____ and interest made by _____ to _____ dated _____ and recorded in the _____ County Clerk's Office on _____ in Liber _____ of Mortgages at Page _____.
2. Mortgage in the amount of \$ _____ and interest made by _____ to _____ dated _____ and recorded in the _____ County Clerk's Office on _____ in Liber _____ of Mortgages at Page _____.
3. Lien in the amount of \$ _____ and interest held by _____, filed in the _____ County Clerk's Office on _____.
4. Continued on attached Exhibit A-1.

Exhibit B
PAYOFF LETTERS
See Attached.

Buffalo Notary Services
Example

STATE OF NEW YORK)
COUNTY OF ERIE) ss.

1. This affidavit is given in connection with the transfer of the following described property (The Property):
2. Tax Map Designation (SBL#)
- Re: _____, New York
3. The property is presently owned by (The Owners)
4. At least one of the owners is:
 - a. A person under 12 years of age or over; and
 - b. who owns and occupies the property; and
 - c. who has both owned and occupied the property for a period of at least one year.
5. This affidavit is made by the undersigned having knowledge of the allegations contained in this affidavit and is given for the purpose of claiming the exemption as provided in Section 1428.2(i) of the New York State Tax Law.

Sworn to before me this _____
day of _____, 20____.

Notary Public

RESOLUTIONS ADOPTED BY SOLE DIRECTOR AND SHAREHOLDER
OF

The undersigned, being the sole Director/Shareholder of:

 , hereby adopts the following resolution:

RESOLVED, that the contemplated transaction is approved and that the President of the Corporation,

 is hereby empowered, directed and authorized to take all actions and sign all documents necessary to complete the sale of:

Re:

- (1) RESOLVED, that the contemplated transaction is in the ordinary course of the corporation's business.
- (2) RESOLVED, that the Corporation proceed to carry on the business for which it was incorporated.

Dated:

Buffalo Notary Services
Example

DEED

THIS INDENTURE, made the _____ day of _____,
20_____
BETWEEN

Grantor(s),
and

Grantee(s),

WITNESSETH, that the Grantor(s), in consideration of ---- One and No More (\$1.00 & No More -----
lawful money of the United States paid by the Grantee(s), does hereby grant and release and forever Quit-
Claim unto the Grantee(s), there heirs, executors, administrators and assigns forever,

SEE ATTACHED SCHEDULE "A"

TOGETHER with the appurtenances and all the estate and rights of the Grantor(s) in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto parties of the second part, their heirs and
distributes and assigns forever.

IN WITNESS WHEREOF, the said Grantor(s) has hereunto set there hand and seal the day and year
first above written.

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

L.S.
L.S.

On this _____ day of _____, 20_____, before me, the undersigned a notary public in and for
said state, personally appeared: _____
_____,
_____ personally
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that
by his signature on the instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument.

NOTARY PUBLIC

CLOSING STATEMENT

/

PREMISES: _____, New York

SELLER: _____, - ,

,

PURCHASER: _____, - ,

,

CLOSING DATE: _____

SELLING PRICE: _____ \$

Tax adjustments:

\$

\$

(Less) Credits Adjusted sale price \$

Deposit \$
Sellers Concessions \$ _____

Total Credits \$ \$

Balance due at closing \$

***Please have certified checks or bank drafts payable _____ and as indicated below. We will not accept uncertified Credit Union or Attorney Trust Account checks at closing.**

\$
\$
\$
\$

Check of _____	# _____	\$ _____
Check of _____	# _____	\$ _____
Check of _____	# _____	\$ _____
Check of _____	# _____	\$ _____
Total Paid		\$ _____

Received Above Total _____, 20____

Attorney for the Seller

Sellers Costs:

Search Continuation	\$
Survey Update- Millard and MacKay	\$
NYS transfer tax \$9.00 PER \$1,000.00	\$
TP584 tax affidavit (1)	\$
Attorney fees sell	\$
Realtors Commissions (\$11,400(6%) + 195 – 2,500)	\$
Record Deed \$50.00 + 1 @ 5	\$
Recording Affidavit and Order	\$
Office Costs	\$
RP-5217 P	\$

PROCEEDS TO CLIENT

\$ _____

Buffalo Notary Services
Example

Buffalo Notary Services Example