

UNIT DEED

\_\_\_\_\_, made the \_\_\_\_\_ day of April, two thousand and Twenty-Five  
between

\_\_\_\_\_, residing \_\_\_\_\_, Amherst, \_\_\_\_\_,  
party of the first part, and

\_\_\_\_\_, residing \_\_\_\_\_, Depew, NY  
party of the second part,

WITNESSETH, that the Grantor, in consideration of one and more dollars (\$1.00 and more),  
lawful money of the United States, paid by the Grantees, does hereby grant and release unto the Grantees,  
their heirs or successors and assigns forever,

**See Attached Schedule A**

TOGETHER WITH AND SUBJECT TO the provisions, benefits, rights, privileges, easements,  
burdens, covenants and restrictions of the Declaration and of the Bylaws of the Condominium recorded  
simultaneously with and as part of the Declaration as the same may be amended from time to time by  
instruments recorded in the Office of the Clerk of Erie County which provisions, together with any  
amendments thereto, shall constitute covenants running with the land and shall bind any person having at  
any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length  
herein;

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights  
of way and restrictive covenants of record, if any;

TO HAVE AND TO HOLD the same unto the Grantee, their heirs or successors and assigns  
forever.

AND the Grantor covenants that Grantor has not done or suffered anything whereby the said  
premises have been encumbered in any way whatsoever, except as aforesaid.

AND the Grantors, in compliance with Section 13 of the Lien Law, covenant that the Grantors  
will receive the consideration for this conveyance and will hold the right to receive such consideration as  
a trust fund for the purpose of paying the cost of the improvement before using any part of the same for  
any other purpose.

AND the Grantee, by acceptance of this Deed, accepts and ratifies the provisions of the  
Declaration and By-laws of the Condominium recorded simultaneously with and as part of the  
Declaration. The use for which the Garage Unit, if any, is intended is for the parking of automobiles and  
other motor vehicles and/or for the storage of personal property and household items.







## AFFIDAVIT

STATE/Province of [REDACTED] )

Country of [REDACTED] )

COUNTY [REDACTED] )

Re: [REDACTED]

[REDACTED] being duly sworn, depose(s) and say(s):

1. I am/We are the Grantee(s) named in a deed conveying the Property which deed was recorded in the Erie County Clerk's Office on [REDACTED], in liber [REDACTED] deeds at page 4724 upon which -is erected a certain one family dwelling ("Dwelling").
2. My/Our attention has been called to certain judgments, tax liens, warrants and/or other recorded encumbrances or liens against persons with names similar to mine/ours.
3. There are no judgments, tax liens, warrants, attachments or other recorded encumbrances or liens of any nature whatsoever against me/us nor have I/we ever been adjudicated bankrupt.
4. I/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: \_\_\_\_\_.
5. I/We have never resided at the following addresses: \_\_\_\_\_.
6. I am/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), I/we state of my/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, subsection [REDACTED] and 5-a, I/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. I/We agree to indemnify and hold harmless **JAMES PFOHL AND ELIZABETH PFOHL** (Purchaser") and Law Office of Jeri N. Wright 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. I am/We are not/(a) non-resident alien(s) 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. I/We understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I/we have made here could be punished by fine, imprisonment or both. Under penalties of perjury I/we declare that I/we have examined this certification and to the best of my/our knowledge and belief it is true, correct and complete.

11. Within the past four (4) months I/we have not contracted for nor have I/we had any capital improvements made to the Property for which payment in full has not been made. Further, I/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. I/We have not at any time been (a) patient(s) in a nursing facility, facility for the mentally retarded or medical institution, while receiving medical aid from the Department of Social Services.

13. I/We hereby authorize and direct any employee of my/our attorney, Jeri N. Wright, Esq., to sign the HUD-1 Settlement Statement/Closing Disclosure Form on my/our behalf.

14. 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 me this \_\_\_\_\_ day  
of April 2025

Notary Public

Faust Law Firm

\_\_\_\_\_ Way