SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_

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

LEGAL OWNER OF PROPERTY

Address

City, State, Zip

 Plaintiff,

**AFFIDAVIT OF
CONFESSION OF
JUDGMENT**

**Index No.**

TENANT(S) AND GUARANTOR NAMES

Address

City State, Zip

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

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ ss:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** being duly sworn, deposes and says that Deponent is the

Tenant who resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and defendant herein.

Defendant hereby confesses judgment herein and authorizes entry thereof against Defendant, in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_ plus costs and disbursements.

Defendant \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is an individual who resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the town/city/village of \_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_, State of New York. Defendant authorizes entry of this judgment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County, New York. (add additional counties if own property outside of the filing county or if they work in another county in the State of New York).

This Confession of Judgment is for a debt justly due to the Plaintiff arising from the following facts:

1. Plaintiff \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Plaintiff”) is, and was at all times hereinafter mentioned, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(type of entity), with an office and principal place of business in \_\_\_\_\_\_\_\_\_\_\_\_\_ County, New York.
2. Upon information and belief, Defendant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Defendant\_\_\_\_\_\_\_(last name)”) is an individual who resides in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of New York.
3. Plaintiff is the owner of the apartment/apartment complex known as \_\_\_\_\_\_\_\_\_\_\_ located at in the city/town/village of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_and State of New York.
4. On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant(s) entered into a written Lease Agreement (“Lease”) with Plaintiff for the apartment located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Premises”) for a term commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ . A true and correct copy of the Lease and renewal (if applicable) is attached hereto as Exhibit “A”.
5. Defendant is currently in possession and occupancy of the Premises.
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Guarantor, if applicable) executed and delivered to Plaintiff a personal guarantee of all amounts due under the Lease.
7. Defendant(s) has defaulted under the terms of the Lease by failing to pay Rent due Plaintiff for the months hereinafter set forth as follows:

|  |  |
| --- | --- |
| MONTH  | RENT AMOUNT  |
|  |  |

1. After application of credits, Defendant\_\_\_\_(last name) and Defendant(last name) and Guarantor, owe Plaintiff $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or such lesser amount as it stated to be by affirmation of Plaintiff's counsel at the time of entry.
2. In consideration for Plaintiff's forbearance, Defendants agree to pay to Plaintiff the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the following terms:
3. Defendants will make the first payment of $ by
4. Thereafter, Defendants shall pay $\_\_\_\_\_\_\_ on or before the 15th day of each consecutive month until the total amount due hereunder has been paid in full.
5. In the event that the required payments described above are not received by the Plaintiff by the \_\_\_\_ day of each respective month, judgment may be entered without notice to the Defendants in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County Clerk's office, State of New York, for the total amount of Rent owed, plus costs and disbursements, less any payments received prior to Defendants' default under these payment terms.
6. The entire amount owed may be prepaid without penalty.
7. This Affidavit represents the entire agreement between the parties and there are
no other terms or conditions otherwise affecting payment.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Defendant

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

\_\_\_\_\_\_\_, 2020

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

Notary Public

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Defendant

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

\_\_\_\_\_\_\_\_ 2020

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

Notary Public

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Guarantor

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

\_\_\_\_\_\_\_\_ 2020

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

Notary Public