

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

### Residential Contract of Sale

Contract of Sale made as of June , 2020  
BETWEEN

**MARILLYN SCHAEFER**, as surviving spouse of **INGO SCHAEFER**

Address: 241 Northwest Toscane Trail, Port St. Lucie, FL

Social Security Number/ Fed. I.D. No(s): hereinafter called "Seller" and

**WENJIAN ZHOU AND LINYANG MENG, AS HUSBAND + WIFE**

Address: 139-55 35<sup>th</sup> Avenue, Flushing, NY

Social Security Number/ Fed. I.D. No(s): hereinafter called "Purchaser".

The parties hereby agree as follows:

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 24 Dave Lane, Centereach, NY

*that the Premises was built in 1967 and comprises a long area of approx 125' x 98'*  
Tax Map Designation: 0200-364.00-06.00-029.000

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, chandeliers, bathroom and kitchen cabinets and counters, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, built-in microwave oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below, *(strike out inapplicable items)*. **ALL IN AS IS CONDITION**

Excluded from this sale are furniture and household furnishings and Tiffany chandelier in the kitchen.

3. **Purchase Price.** The purchase price is \$420,000.00 payable as follows:

(a) on the signing of this contract, by Purchaser's good check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt or which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):

\$42,000.00

(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed:

\$

(c) by a purchase money note and mortgage from Purchaser to Seller:

\$

(d) balance at Closing in accordance with paragraph 7:  
\$378,000.00

4. **Existing Mortgage.** *(Delete if inapplicable)* If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of \_\_\_\_\_ percent per annum, in monthly installments of \$ \_\_\_\_\_ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on \_\_\_\_\_~~

~~(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.~~

~~(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.~~

~~(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the~~

unpaid principal, the date to which interest has been paid and the itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

5. Purchase Money Mortgage. ~~(Delete if inapplicable)~~ If there is to be a purchase money mortgage as indicated in paragraph 3(c) above:

(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$750.00 for its preparation. As a condition to Seller's financing, the Purchaser agrees for its members to execute Unlimited Personal Guarantees at closing.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than \_\_\_\_\_ percent per annum and the total debt service thereunder shall not be greater than \$ \_\_\_\_\_

per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at NY Commercial Bank, 1601 Veterans Highway, Islandia, New York 11749, until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n) interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final,

non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against of all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

(f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

(g) In the event that a closing does not occur and a demand has been made upon the Escrowee by Seller for payment of the Downpayment and the Escrowee has given notice of such demand to the Purchaser, and if within ten (10) days of said notice by the Escrowee the Escrowee receives an objection from Purchaser to the proposed payment, then the Escrowee shall continue to hold the Downpayment in escrow for a period of ~~sixty (60)~~ <sup>ninety (90) days</sup> days. Should the Purchaser not commence a legal action to recover the Downpayment within said ~~sixty (60)~~ <sup>ninety (90)</sup> days, then the Escrowee shall release the Downpayment to Seller. This paragraph shall also apply to any escrow funds held in this transaction.

7. Acceptable Funds. All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$ 1,000.00:

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00, and <sup>1,000</sup>

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

(e) If Purchaser's uncertified checks given at closing are not paid by Purchaser's bank, Purchaser agrees to reimburse the Seller for all collection expenses including reasonable attorney's fees. This provision shall survive delivery of the deed.

8. Mortgage Commitment Contingency. ~~(Delete paragraph if inapplicable. For explanation, see Notes on Mortgage Commitment Contingency Clause.)~~ (a) The obligation of Purchaser to purchase

under this contract is conditioned upon issuance, on or before forty-five (45) days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$300,000.00 for a term of at least 25/30 years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date, Purchaser may cancel under subparagraph 8(c) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.

(b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.

(c) ~~(Delete this subparagraph if inapplicable)~~ Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).

(d) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 8.

(e) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.

(f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27.

(g) ~~If Purchaser fails to give timely Notice of cancellation or if~~ Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel

this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.

(h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.

(i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

(j) For purposes of subparagraph 8(a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

(k) It shall be the Purchaser's obligation to keep their mortgage commitment valid until closing. Seller shall have no obligation to close earlier than the date set forth herein to meet any requirements in connection with a "lock-in" on the Purchaser's mortgage rate. ~~The Purchaser's obligation to~~

(l) Purchaser represents to the best of its knowledge (i) Purchaser's gross income is sufficient to obtain the mortgage herein; (ii) there are no outstanding judgments or tax liens filed against Purchaser; (iii) Purchaser is pre-approved by the lender for the mortgage sought hereunder, has no credit history which would cause the loan to be declined and has never filed a Petition under any of the Bankruptcy Laws of the United States; and (iv) Purchaser has assets in an amount sufficient to complete this transaction, including payment of all closing costs, as well as the balance due for the purchase price over and above the mortgage provided for herein. Purchaser understands that Seller is entering into this agreement in reliance upon the aforesaid representations and that any breach thereof shall be a material and willful default hereunder. ~~Notwithstanding the foregoing, this subsection (l) is based solely upon information & advice provided to the~~

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

(f) Such state of facts as an accurate survey may show, provided same does not render title unmarketable; tax map variations; covenants, restrictions, utility easements and agreements of record, if any, provided same are not violated by existing structures or the use thereof; encroachments and variations from record line of hedges, retaining walls, sidewalks and fences not exceeding twelve (12) inches shall not be deemed to

information subject

the following provided that it is not intended to be unmarketable or results in an out of pocket obligation

new copy to close timely  
if commitment is not enforceable  
to prevent default or failure  
to close  
Purchaser from their loan proceeds or otherwise. this subsection should not be construed as an unequivocal representation by Purchaser.

render title unmarketable unless otherwise deemed to be "out of possession"; the violations of any covenant or restrictions shall not be deemed an objections to title provided the title company insuring title shall agree to insure that such improvements may remain in their present location as long as same shall stand.

10. **Governmental Violations and Orders.** (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date of closing by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

(b) ~~(Delete if inapplicable)~~ All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. **Seller's Representations.** (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road and are connected to a municipal water system;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. **Condition of Property.** Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(e), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. **Insurable Title.** Seller shall give and Purchaser shall accept such title as: any New York licensed reputable title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. **Closing, Deed and Title.** (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the

delivery to Purchaser of a Bargain and Sale Deed with Covenants Against Grantor's Acts in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) ~~If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.~~

(c) Acceptance of a deed by Purchaser shall be deemed full performance by and discharge of Seller of all terms, conditions and agreements required to be performed hereunder and no liability on the part of Seller shall survive the delivery of the deed, except as is specifically set forth herein. Notwithstanding the foregoing, the parties agree that the delivery of the deed conveying title to Purchaser is deemed to be conditional upon the collection of any uncertified funds delivered to Seller by the Purchaser's lending institution or by Purchaser. The Seller's acceptance of uncertified funds from Purchaser's lending institution shall in no way relieve the Purchaser of its obligation to pay the balance of the monies due at the Closing in the event that said lending institution's check is uncollectible. ~~The parties agree that said deed shall be deemed to have been delivered in escrow pending collection of the funds represented by the uncertified checks. Should said funds not be collected within seven (7) days after the Closing, the deed shall be redelivered to the Seller, and the Purchaser shall vacate the Premises immediately.~~

(d) At closing Seller will deliver a certificate of occupancy, or a photocopy, covering all present structures requiring same on the premises or a certificate of existing use, provided that such structures were erected subsequent to the date that such certificates were required by the municipality in which the Premises lie, or a letter from the Building Department (if the municipality issues same) to the effect that existing structures were erected prior to the effective date of the zoning ordinance and no certificate is required, except for ~~finished basements, cellar entrances, decks, awnings, sheds, above ground pools and second kitchens.~~ Seller shall not be required to institute variance or change of zoning proceedings, or expend any sums of money in order to secure said certificates. If such certificates cannot be obtained without bringing such proceedings or expending such sums of money, the Seller shall have the option to cancel this contract and upon Seller returning to Purchaser all monies paid by Purchaser to Seller hereunder including title and survey fees, neither party shall have any rights or liabilities against the other. Purchaser may elect to complete the purchase without the production of said certificates by the seller.

15. **Closing Date and Place.** Closing shall take place at the office of the lender's attorney or the seller's attorney's office on or about August 17, 2020.

Purchaser agrees that the Closing shall take place in either Nassau or Suffolk County (West of Riverhead). Purchaser agrees that if the lender chosen by Purchaser will only close title outside said boundaries, Purchaser shall pay to Seller, in addition to the purchase price adjustments called for thereunder, the sum of \$300.00 for Seller's increased attorney's fees. In the event the Purchaser's attorney or a member of their firm is also representing the lender, or has offices at the same address of the lender or its attorney, the closing shall take place at the ~~Seller's~~ *Purchaser's* attorney's office.

In the event Seller and Purchaser convene to close title and

*Purchaser's*  
*n Purchase*  
*IF EITHER PARTY*  
Purchaser requires an adjournment of Closing due to Purchaser's failure to comply with any terms or conditions of this Agreement or of its mortgage commitment or for any other reason beyond the control of Seller, ~~or Purchaser or its attorney~~ fails to attend a scheduled closing or causes a closing to be adjourned without having obtained an adjournment as hereinabove provided, then *Seller's* Purchaser shall pay to Seller's attorney the sum of \$200.00 as its fee for attendance at the adjourned closing.

*As the case may be*  
16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a SINGLE family dwelling with Accessory Apartment at the date of Closing. ~~The Purchaser acknowledges that the Seller has recently commenced the process to obtain any outstanding Certificates of Occupancy or Completion and hereby agrees to extend the closing date for the period of time necessary to obtain said Certificates, or if the Purchaser's lender permits, to close prior to obtaining said Certificates provided that Seller's attorney shall hold \$5,000.00 in escrow until production by Seller to Purchaser of said Certificates occurs.~~

(c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from the I.R.S. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(d) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises. The premises will be delivered vacant and broom clean at closing of title. ~~or within five (5) days thereafter upon deposit of escrow of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) with Seller's attorney to assure delivery of possession and if possession is not so delivered the Seller shall pay TWO HUNDRED FIFTY DOLLARS (\$250.00) per day after such five (5) days as liquidated damages and may be evicted as a vendor in possession without consent of the vendee. Purchaser reserves any and all rights that he may have in law or in equity to compel Seller to vacate as agreed. All adjustments including interest on Purchaser's mortgage shall be as of closing. The escrow agent may release the escrow money the 3<sup>rd</sup> business day following possession, unless notified by the Purchaser's attorney by phone or email prior to such time of any conditions which should prevent such release.~~

*including whirlpool/saucer*  
*250*  
*And basement 4/04*  
(e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing and the roof shall be free of leaks. Seller's liability shall be limited to \$125.00 per appliance.

(f) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(g) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or

official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing. *Seller shall pay NYS TRANSFER TAX*

18. Apportionments and Other Adjustments; Water Meter and Installment Assessments. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) taxes, water charges and sewer rents, on the basis of the lien period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closings; (v) vault charges; (vi) rents as and when collected. *+ security deposit*

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. Use or Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear or such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. The Examination; Seller's Inability to Convey; Limitations of Liability. (a) Purchaser shall order an examination of title in respect or the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any

additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

**22. Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

**23. Defaults and Remedies.** (a) If Purchaser willfully defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

**24. Purchaser's Lien.** All money paid on account of this contract and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

**25. Notices.** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf

or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered, or

(c) With respect to ¶7 (b) or ¶20, sent by fax to the party's attorney. Each Notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries.

**26. No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

**27. Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than: **H&G REALTY and MODERN REALTY & MANAGEMENT, LTD.** ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

**28. Miscellaneous.** (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience or reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) The submission by Sellers of this Contract to Purchasers shall be deemed a submission solely for Purchasers consideration and not for acceptance and execution. Such submission shall have no binding force or effect on Sellers only, and shall confer no rights nor impose any obligations on Sellers unless and until Sellers shall have accepted and executed this Contract, delivered same to Purchasers as above provided and the downpayment check has cleared. If any payment of any portion of the purchase price, including but not limited to the downpayment, is dishonored for any reason, then Purchasers shall have committed a material breach of the Contract and Sellers shall have all remedies available to them under the law.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This Subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments



and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

*from a licensed contractor*

14 29. Termite Inspection. Seller grants to Purchaser the right to inspect the premises for termites or other wood destroying insects; said inspection to be at Purchaser's own cost and expense. In the event termites or some other wood destroying insects, or damage therefrom is discovered, Seller has the option to either correct the condition, provide a one year guaranty and repair the damage, or cancel this agreement. In the event the Seller elects to cancel this agreement, the Purchaser shall have the option to accept the premises in their "as is" condition. Said inspection shall be made within ~~ten (10)~~ days of receipt of the executed agreement by Purchaser's attorney, and Seller shall be notified within fourteen (14) days from the date hereof of any infestation or damage.

30. Lead Paint. Seller cannot state to a maximum certainty that a lead-based paint or other substance has or has not been used on the subject premises. This agreement is contingent upon a risk assessment or inspection of the premises for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's expense until 9:00 P.M. on the tenth (10<sup>th</sup>) calendar day after Purchaser's attorney's receipt of a fully executed copy of this agreement. This contingency will terminate at the above predetermined deadline unless Purchaser's attorney delivers to Seller's attorney a written agreement addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may,

at Seller's option, within ten (10) days after delivery of the addendum, elect in writing whether to correct the condition prior to closing. If Seller will correct the deficiencies, Seller shall furnish Purchaser with certification from a risk assessor or inspector demonstrating that the deficiencies have been remedied before the date of closing. If Seller does not elect to correct the condition, or if Seller makes a counter offer, Purchaser shall have ten (10) days to respond to counter offer or remove this contingency and take the premises in "as is" condition or this agreement shall become void. The purchaser may remove this contingency at any time without cause.

31. Property Condition Disclosure. In contemplation of Article 14 of the Real Property Law and the Property Condition Disclosure Act (PCDA), the Seller and the Purchaser herein agree and represent that the Seller has/have opted out of providing a PCDA disclosure form and questionnaire, also known as the Property Condition Disclosure Statement (PCDS). In recognition thereof Purchaser shall be due a \$500.00 credit at the Closing for the Seller's failure to provide said PCDS.

*there is*  
32. ~~In the event there are solar panels installed at the Premises, the Purchaser agrees to accept assignment of all agreements associated therewith regarding the use, purchase or sale of electricity and/or use and maintenance of the panels and shall hold the Seller harmless from any and all costs and expenses associated with the panels after the closing. This paragraph shall survive delivery of the deed.~~

Duplicate originals: This contract may be executed in any number of duplicate originals and each such duplicate shall be deemed an original. In order to facilitate execution and delivery of this contract, the parties may execute and exchange, by facsimile, pdf, or otherwise, counterparts of the signature page.

*33 In accordance with the NYS Executive Law or other applicable statutes, the seller at its expense shall equip the Premises with working smoke alarms + CO2 indicators throughout the Premises and Accessory Apartment*

In Witness Whereof, this contract has been duly executed by the parties hereto.

Seller

Purchaser

Seller

Purchaser

Attorney for Seller:

Joseph G. La Capra, Esq.  
293 Bayport Avenue  
Bayport, NY 11705  
631-582-4990 phone/ 631-582-4690 fax  
[jlacapra@lskesq.com](mailto:jlacapra@lskesq.com)

Attorney for Purchaser

Ralph Fresolone, Esq.  
550 Route 111  
Hauppauge, NY 11788  
631-838-7153  
[ralph.fresolone@fresolonelaw.com](mailto:ralph.fresolone@fresolonelaw.com)

Receipt of the downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

Escrowee

TOWN OF BROOKHAVEN BUILDING DIVISION  
3233 RT. 112, MEDFORD, N.Y. 11763

Temporary

# Certificate of Occupancy

CO# 221887

ACCESSORY APT NO. 03AA10755

ISSUED: 04/16/2003

EXPIRES 04/01/2008

OWNER: SCHAEFER INGO & MARILYN  
24 DAVE LANE  
CENTEREACH NY 11720

This certifies that the

RB#10755 of 4-10-03  
1st story, 660 sq. ft. Accessory Apartment  
Renewal of RB#7236

Located at No. 24 N/E/S/W W side DAVE LN  
Distance corner N/E/S/W S of GLATTER LANE  
Village Centereach State of New York

Map EASTWOOD VILLAGE Sect Lot p/o906&907

Conforms substantially with Zoning Ordinance, Building Code and other laws if any  
at date of permit issuance and permission is hereby given for use or occupancy.

SCTM:0200-364.00-06.00-029.000 ITEM NO.0436040

Article 15 of the Executive Law of the State of New York, Section 296-5(A)(1) prohibits discrimination in the sale, rental, or lease of housing accommodations because of race creed, color or national origin.

BY

  
BUILDING INSPECTOR

This certificate is null and void if building, structure or use is altered or used for any  
other purpose other than which it is certified.

NOT VALID WITHOUT EMBOSSED SEAL

Italic



**TOWN OF BROOKHAVEN BUILDING DEPARTMENT**  
PATCHOGUE, NEW YORK

☐ Temporary  
☒ Permanent

**Certificate**

☐ of Compliance  
☒ of Occupancy

Permit No. 173317

Date 4/1/86

Expires \_\_\_\_\_  
(Temporary Certificate Only)

No 126517

Applicant Robert and Marilyn Schaefer  
c/o Cedar, Strauss & Holt, P.C.

No. & St. 910 Middle Country Road

City Selden, State NY Zip 11784

This certifies that the existing A/G swimming pool 24' round; 33x14 detached wood deck; existing 12.2x26.9 detached shed & 8x4 bin & 8x10 attached wood deck & 6x3 BBQ & 1-story res. add.

classified as	<input type="checkbox"/> Game Room	<input type="checkbox"/> 1 Family Dwelling
<input type="checkbox"/> Accessory Apt.	<input checked="" type="checkbox"/> Addition	<input type="checkbox"/> Assembly
<input type="checkbox"/> Multiple Residence	<input type="checkbox"/> Industrial	<input type="checkbox"/> Institutional
<input type="checkbox"/> Business	<input type="checkbox"/> Storage	<input type="checkbox"/> Miscellaneous

Located at No. 24 N S E W side Dave Lane

Distance corner N S E W of Glatter Lane

Village South Setauket, State of New York

Map of Eastwood Village Section 12 Lot 906 & 907

conforms substantially with Zoning Ordinances, Building Code and other laws if any at date of permit issuance and permission is hereby given for use or occupancy.

Article 15 of the Executive Law of the State of New York, Section 296-5 (A) (1) prohibits discrimination in the sale, rental, or lease of housing accommodations, because of race, creed, color or national origin.

By [Signature] Building Inspector

This certificate is null and void if building, structure or use is altered or used for any purpose other than which it is certified.

TOWN OF BROOKHAVEN

TOWN OF BROOKHAVEN  
BUILDING DEPARTMENT

# Certificate of Occupancy

IN ACCORDANCE WITH THE BUILDING ZONE ORDINANCE AND  
BUILDING, ELECTRICAL AND PLUMBING CODES.

No. 49291 Date 5-5, 1967

Permit No. 74899 Lot 40

Estimated Value of Structure \$ 12,040

EARLEMAN STREET

6 HARTSHORN RD.

Great Neck, N.Y.

This is to certify that the

New ☒ Altered ☐ Building

Located S/W CORNER GLATTER LANE  
\$ 24 DAYE LANE  
SO. SETAUKET N.Y.

has been COMPLETED substantially according to the approved plans, and the requirements of the above ordinances have been met and permission is hereby granted for the OCCUPANCY of building for the following purposes:

This certificate supercedes all previously issued certificates.

USE

ONE FAM. FR. DWLG. BLDG.

HEAT

GARAGE

55-4 x 37-2

No. of Buildings ONE

Work Completed 5-5-67  
LAW OF THE STATE  
NEW YORK, SECTION 220-A (A) (1) PROHIBITS DIS-  
CRIMINATION IN THE SALE, RENTAL, OR LEASE OF HOUS-  
ING ACCOMMODATIONS, BECAUSE OF RACE, CREED, COLOR  
ORIGINAL

W. Rubenstein  
Building Inspector

in # 107

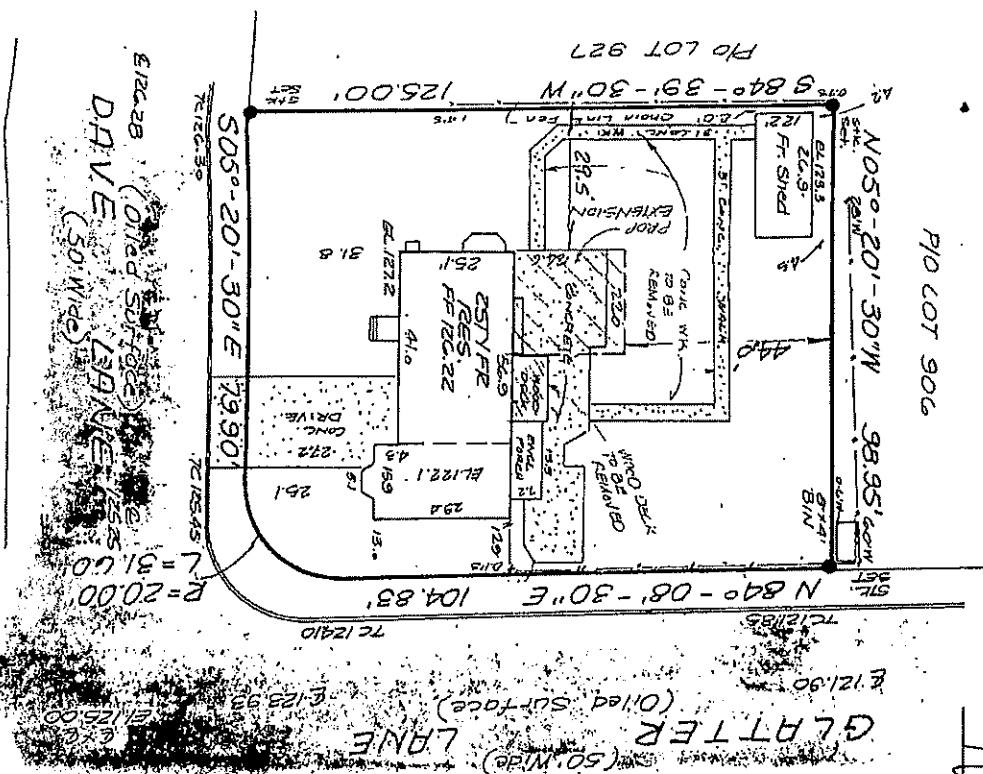
FILE NO. 70-60

SURVEYED: JAN 9, 1985  
 update 3-29-89  
 CERTIFIED TO: TIGER TITLE GUARANTEE  
 ROBERT & MARILYN SCHAEFER  
 WILLIAMSBURG, VIRGINIA  
 SCALE: 1" = 30'  
 RE: 1984-1985 Survey

MAP OF EASTWOOD VILLAGE SEC. 12  
 LOCATION: SETAUKET  
 TOWN OF: BROOKHAVEN - SUFFOLK CO. - N.Y.

SUFFOLK COUNTY TAX MAP DIST. 200 SECT. 364 BLK. C LOT 29  
MAP NO. 2711 DATE: MAY 20, 1957

ELEVATIONS REFER TO USCE 65 DATUM  
 THE EXISTENCE OF RIGHT OF WAY AND/OR EASEMENTS OF RECORD, IF ANY, NOT SHOWN ARE NOT GUARANTEED.  
 THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSO-  
 CIATION OF PROFESSIONAL LAND SURVEYORS.  
 UNLAWFUL ALLEGATION OF ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2 OF THE NEW YORK STATE EDUCATION  
 LAW. COPIES OF THIS SURVEY ARE BEING FURNISHED TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND TO THE ASSOCIATE OF THE LANDOWNERS.  
 THE LAND SURVEYOR HAS NO LIABILITY FOR THE ALLEGATION OF ADDITION TO THE ASSOCIATE OF THE LANDOWNERS.  
 CERTIFICATIONS ARE NOT NECESSARY TO ADDITIONAL INSTITUTIONS OR SEPARATE OWNERS.



BUILDER'S JOB NO.

TITLE NO.

THIS INDENTURE, made the 18th day of July, 1966, nineteen hundred and sixty-six  
BETWEEN SANDALE DEVELOPMENT CORP., a domestic corporation having  
its principal office at 1300 Jericho Turnpike, New Hyde Park, New  
York,

party of the first part, and

INGO SCHAEFER and MARILYN SCHAEFER, his wife, both residing at  
1580 Thierlot Avenue, Bronx, New York,

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 South Setauket, Town of Brookhaven, County of  
Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of Dave Lane at the  
extreme Southerly end of the arc connecting the Westerly side of  
Dave Lane with the Southerly side of Glatton Lane as said Roads  
are shown and laid out on the "Map of Eastwood Village Section 12,  
Filed in the Suffolk County Clerk's Office on May 20, 1957 under  
File No. 2711; running thence Southerly along the Westerly side of  
Dave Lane South 5 degrees 20 minutes 30 seconds East 79.90 feet;  
thence South 84 degrees 39 minutes 30 seconds West 125.0 feet;  
thence North 5 degrees 20 minutes 30 seconds West 98.95 feet to the  
Southerly side of Glatton Lane; thence Easterly along the Southerly  
side of Glatton Lane, North 84 degrees 08 minutes 30 seconds East 104.83  
feet the extreme Westerly end of the above mentioned arc; thence  
running Southeasterly along said arc bearing to the right having a  
radius of 20.00 feet a distance of 31.60 feet to the Westerly side of  
Dave Lane at the point or place of beginning.

SUBJECT to covenants, easements and restrictions of record.

This conveyance is made in the regular course of business actually  
conducted by the party of the first part.

TOGETHER with all right, title and interest, if any, of the party of the first part 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 party of the first part covenants that 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 consid-  
eration 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.

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

IN PRESENCE OF:

SANDALE DEVELOPMENT CORP.

By Herbert F. Lindo  
Herbert Lindo Pres.

