

**Victoria S. Kaplan, P.C.**

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of counsel  
Richard H. Funk

July 6, 2020

Anna Rovenskay, Esq.  
70 Sunrise Highway  
Valley Stream, New York 11581

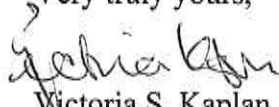
EMAIL

Re: Asano/Rabinovici to Moncayo

Dear Ms. Rovenskay:

Enclosed please find an emailed copy of the Contract of Sale for the above-referenced transaction. Please allow this letter to confirm that I have deposited the downpayment wire in the amount of \$20,500.00 into my IOLA account located at Chase Manhattan Bank in Oceanside, New York.

If I can be of any assistance, please feel free to contact my office.

Very truly yours,  
  
Victoria S. Kaplan

VSK:tm  
Enc.

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association

**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**

**NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION**

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

**Residential Contract of Sale**

**Contract of Sale** made as of July 6, 2020 **BETWEEN**

**Aya Asano & Andrew Rabinovici**

Address: 2373 Soper Avenue, Baldwin, NY 11572 11510

Social Security Number/Fed. I.D. No. (s):

Hereinafter called "Seller" and

**Jonathan Moncayo & Lorena Moncayo**

Address: 17 5th Oceanview Road, Lynbrook, NY 11563

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: 2373 Soper Avenue, Baldwin, NY 11572

Tax Map Designation: See: Block: Lot:

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*) and wall mount in living room

**ALL AS CURRENTLY EXISTS, IN THEIR "AS IS" CONDITION.**

Excluded from this sale are furniture and household furnishings and

3. Purchase Price. The purchase Price is \$ 410,000.00  
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 of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):

\$ 20,500.00

(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:  
\$ 389,500.00

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 mortgage 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

amounts, if any, claimed to be unpaid for principal and interest, 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.

- (a) 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(u) 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 \$\_\_\_\_\_ for its preparation.
- (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 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 is to 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, 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:  
CHASE MANHATTAN BANK  
Address: OCEANSIDE, NEW YORK 11572  
Until Closing or sooner termination of this contract shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n)  
NON  
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. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against 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.

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

#### 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 30 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 \$389,500.00 for a term of at least 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(e) 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.
- (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.

**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.

#### **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 hereof 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;
  - 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; Except Star Program; 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 conditions, 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 reputable title 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 deed 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.

**15. Closing Date and Place.** Closing shall take place at the office of Victorin S. Kaplan, P.C. at \_\_\_\_\_ o'clock on or about September 15, 2020 or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of Lending Institution provided said office is in Nassau County or Western Suffolk County.

**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 one family dwelling at the date of Closing.
- (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 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, together with keys to the Premises.
- (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.
- (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 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.

**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 fiscal 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 Closing; (v) vault charges; (vi) rents as and when collected.
- (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 dates after Closing, provided the official bills therefore computed to said date are produced at Closing.

**20. Use of 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 of 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. Title Examination; Seller's Inability to Convey; Limitations of Liability.**

- (a) Purchaser shall order an examination of title in respect of 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 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 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:

- (f) 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
- (g) 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
- (h) with respect to paragraph 7(b) or paragraph 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. This contract may be delivered as provided above or by ordinary mail.

**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 Century 21 American Homes by Deborah Rabinovici and Premium Realty Group by Lorene Moncayo ("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 attorney's 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.**

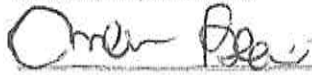
- (a) All prior understanding, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone 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 of 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 or any provisions hereof.
- (e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.
- (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.
- (c) 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.

Continued on Rider attached hereto. *(Delete if Inapplicable)*

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



Seller



Seller

Seller

Attorney for Seller: Victoria S. Kaplan, P.C.  
Address: 2901 Long Beach Road  
Oceanside, New York 11572  
Tel: (516) 678-4055 Fax: (516) 678-2903  
Email: VSKLaw@optonline.net

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

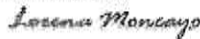
## Contract of Sale

Aya Aana & Andrew Roblnovtel

To

Jonathan Moncayo & Lorena Moncayo

DocuSigned by:



0210111111111111

Purchaser

DocuSigned by:

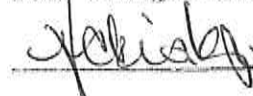


1920001111111111

Purchaser

Purchaser

Attorney for Purchaser: Anna Rovensky, Esq.  
Address: 70 Sunrise Highway  
Valley Stream, NY 11581  
Tel: (516) 395-9680 Fax:  
Email: AnnaR@hartsmpulaw.com



Escrowee

PREMISES  
2373 Soper Avenue, Baldwin, NY 11572

Section:  
Block:  
Lot:  
District:  
County:  
Town:  
Street Number:

## NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE-RESIDENTIAL CONTRACT OF SALE

1. WARNING: The mortgage Commitment contingency clause for the Residential Contract of Sale is a bar association form that attempts to provide a mechanism that makes the rights and obligations of the parties clear in sale of residences in ordinary circumstances. It should be reviewed carefully by Seller and Purchaser and their attorneys in each and every transaction to make sure that all the provisions are appropriate for that transaction. Negotiated modifications should be made whenever necessary.
2. Under the clause, the obligation of Purchaser to purchase under the contract of sale is contingent on Purchaser's obtaining a mortgage Commitment letter from an Institutional Lender within the number of days specified for the amount specified. This refers to calendar days. Seller's attorney should state his/her calculation of the Commitment Date in the letter delivering the executed contract to Purchaser's attorney, to prevent confusion later. Purchaser should promptly confirm or correct that date. In applying for a loan, Purchaser should inform its lender of the scheduled date of Closing in the contract and request that the expiration date of the Commitment occur after the scheduled date of Closing. Purchaser must comply with deadlines and pursue the application in good faith. The Commitment contingency is satisfied by issuance of a Commitment in the amount specified on or before the Commitment Date, unless the Commitment is conditioned on approval of an appraisal. If the Commitment is conditioned on approval of an appraisal and such approval does not occur prior to the Commitment Date, Purchaser should either cancel the contract or obtain an extension of the Commitment Date. If the Commitment is later withdrawn or not honored, Purchaser runs the risk of being in default under the contract of sale with Seller.
3. If there are loan terms and conditions that are required or would not be acceptable to Purchaser, such as the interest rate, term of the loan, points, fees or a condition requiring sale of the current home, those terms and conditions should be specified in a rider.
4. This clause assumes that initial review and approval of Purchaser's credit will occur before the Commitment letter is issued. Purchaser should confirm with the lender that this is the case before applying for the Commitment.

5. If, as has been common, the Commitment letter itself is conditioned on sale of Purchaser's home or payment of any outstanding debt or no material adverse change in Purchaser's financial condition, such a Commitment will satisfy the contract contingency nonetheless, and Purchaser will take the risk of fulfilling these Commitment conditions, including forfeiture of the Downpayment if Purchaser defaults on its obligation to close. Under New York case law, a defaulting Purchaser may not recover any part of the Downpayment, and Seller does not have to prove any damages. If Purchaser is not willing to take that risk, the clause must be modified accordingly.
6. Purchaser may submit an application to registered Mortgage Broker instead of applying directly to an Institutional Lender.
7. This clause allows Seller to cancel if a Commitment is not accepted by Purchaser by the Commitment Date, unless Purchaser timely supplies a copy of the Commitment, to allow Seller the option to avoid having to wait until the scheduled date of Closing to see if Purchaser will be able to close. Seller may prefer to cancel rather than to wait and settle for forfeiture of the Downpayment if Purchaser defaults. Because of Seller's right to cancel, Purchaser may not waive this contingency clause. This clause means that Purchaser is subject to cancellation by Seller even if Purchaser is willing to risk that he/she will obtain the Commitment after the Commitment Date. Some Purchasers may not want to be subject to such cancellation by Seller.
8. Purchaser may want to add to paragraph 2(c) that Purchaser's reimbursement should include non-refundable financing and inspection expenses of Purchaser, which should be refunded by Seller if Seller willfully defaults under the contract of sale (alternative: if Seller is unable to transfer title under the contract of sale).

9-25-00 Joint Committee on the Mortgage Contingency Clause: Real Property Section of the New York State Bar Association/Real Property Law Committee of the Association of the Bar of the City of New York/Real Property Committee of the New York County Lawyers



RIDER TO CONTRACT OF SALE

SELLER(S): *Aya Asano & Andrew Rabtnovici*  
PURCHASER(S): *Jonathan Moncayo & Lorena Moncayo*  
PREMISES: *2373 Soper Avenue, Baldwin, NY 11572*  
DATED: *7/6/20*

NOTWITHSTANDING ANYTHING HEREINBEFORE CONTAINED TO THE CONTRARY, IT IS AGREED AS FOLLOWS:

INCORPORATION OF RIDER:

All of the paragraphs and provisions contained in this rider are incorporated into the printed form of this Contract and made a part thereof with the same force and effect as if therein originally set forth. To the extent a provision of this Rider conflicts with the form Contract, this Rider shall prevail.

PERMITTED EXCEPTIONS:

In addition to those matters set forth in Paragraph 9 of the printed form of the Contract, the Premises are to be conveyed subject to:

- (a) Any state of facts which an updated, accurate survey of the Premises would reveal, provided such latter state of facts does not render title unmarketable;
- (b) Any state of facts which a personal inspection of the premises would reveal, provided such state of facts does not render title unmarketable;
- (c) Any and all covenants, easements, restrictions and agreements of record provided that same are not violated by and do not prohibit the use and maintenance of, the premises for a single family home;
- (d) Minor encroachments of existing fences, hedges, shrubs, trees, driveways, walks and retaining walls upon the subject premises, upon any adjoining premises and/or upon any street or highway provided that Purchaser's title company affirmatively insures Purchasers against the forced removal thereof;
- (e) Possible and/or actual minor variations between boundary lines of the Premises or record descriptions thereof, and the lot lines depicted on municipal tax maps;
- (f) Rights, if any, of any utility company to construct, replace, maintain and/or repair any lines, pipes, cables, poles, conduits and distribution boxes and equipment in, over, under and/or upon the Premises or any portion thereof.

DOWNPAYMENT:

The sums or sum received hereunder simultaneously with the execution hereof (the "DOWNPAYMENT"), shall be retained in a non-interest bearing special escrow account by the Seller's attorney as Seller's agent pending a formal examination of the title and subsequent closing thereof, subject to and in accordance with the terms hereof. Said escrow will be deposited in Victoria S. Kaplan, Esq. IOLA account maintained at Chase Manhattan Bank in Oceanside, New York.

#### ESCROWEE:

The Seller and Purchaser agree that the Escrowee's only duties and obligations under this Contract are as expressly set forth in the agreement and no other. The Escrowee shall have the right to consult with separate counsel of its own choosing and shall not be liable for any action taken, suffered, or omitted by it in accordance with the advice of such counsel. The Escrowee shall be protected in action upon any written communication, notice, certificate, or instrument or documents believed by it to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

If a dispute shall arise as to the disposition of the Downpayment or the Escrowee shall be uncertain of its duties or rights hereunder, the Escrowee shall (i) refrain from taking any action other than to keep safely the Deposit pending same instruction by both parties or by final judgment of a court of competent jurisdiction as to the disposition thereof, or (ii) deposit or turnover the Deposit with or to any court of competent jurisdiction and thereupon be relieved from all responsibilities with respect thereto.

Upon depositing of the Deposit in accordance with the provisions of this paragraph, the Escrowee shall be relieved and discharged of all claims and liabilities relating to the Deposit, and shall not be subject to any claims or surcharge made by or on behalf of either party hereto.

Seller and Purchaser jointly agree to indemnify and hold the Escrow Agent harmless from all liability, costs, expenses, damages, actions or other charges which may be imposed upon, or incurred by, the Escrowee in connection with the performance of its duties hereunder, except with respect to any liability, costs, and expenses incurred as a result of the Escrowee willful misconduct or gross negligence.

The parties hereto agree that the Escrowee may continue to represent Seller in any dispute or litigation notwithstanding that Escrowee is acting as escrow agent under this Agreement even if Escrowee is named as a party in said litigation by virtue of its duties as escrow agent.

#### SELLER'S INABILITY TO CONVEY: LIMITATION OF LIABILITY

In the event the Seller shall be unable to convey marketable title to the premises hereinbefore described subject to the encumbrances herein specifically enumerated, or in the event that title fails to close by reason of default of the Seller, other than willful refusal to convey, the Purchaser shall at their election have the right to accept such title as the Seller is able to convey without any claim on the part of the Purchaser for abatement except as provided below, or the Purchaser shall have the right to rescind this contract and upon such rescission, pursuant to this paragraph, the Purchaser shall be entitled to a return of the amount paid at the time of this contract without interest (plus net title company charges and the cost of survey, if the Purchaser have ordered title insurance), and upon such repayment, this contract shall be null, void and of no force and affect and the Seller shall then be under no obligation or liability whatever to the Purchaser for any damages that the Purchaser may have sustained by reason of the Seller's failure to convey title hereunder.

Nothing contained herein, however, shall be deemed to obligate the Seller to bring any action or proceedings or otherwise to incur any expenses or to make any payment of money for any purpose whatsoever to render the title to the premises marketable, except

Seller shall be obligated to remove any judgments or liens which could be satisfied by the payment of money not to exceed \$1,000.00.

*In the event Seller elects not to remove anything or bring any action, Seller shall refund purchaser the full down payment;*

OBJECTIONS TO TITLE:

If Purchaser shall assert objections to Seller's title (other than encumbrances which are made "SUBJECT TO" herein), Seller's attorney shall be given due notice thereof at a reasonable time prior to the date set forth herein for the closing of title, and if necessary, Seller shall be entitled to a reasonable adjournment to remove such objections, but shall not be compelled to bring any action or proceeding or to incur any expense in order to render title marketable, *and if not doing so shall refund down payment.*

NO REPRESENTATION BY SELLER:

The Seller has not made and does not make any representation as to the physical condition, income, expense, operation or any other matter or thing affecting or related to the aforesaid premises or the appliances or other equipment or furniture or fixtures therein, if any, except as herein specifically set forth, and the Purchaser hereby expressly acknowledge the Seller is not liable or bound in any manner by any verbal or written statements, representations, real estate broker "set-ups" or information pertaining to the above premises furnished by a real estate broker nor by any agent, employee, servant or other person employed by Seller, unless the same are specifically set forth herein. The Purchaser herein represents that he has inspected the said premises and knows the conditions whereof and are purchasing the same in their present condition or as commonly termed "AS IS", as set forth in paragraph #12 of the printed portion of the contract, except that the Seller represents that the plumbing, heating, electrical systems and appliances presently in the premises will be in working order at the time of the closing of title, or possession, whichever is later. However, it is agreed and understood by both Seller and Purchaser that this representation shall not survive after the conveyance of title to the Purchaser and the Seller's liability concerning said systems and appliances shall terminate upon conveyance of title, or possession, whichever is later. Seller's liability with regard to any non-working appliances shall be limited to the cost of repair or \$150.00 whichever is less.

In the event Purchaser takes occupancy prior to closing, the representations contained in this paragraph shall terminate on the date of occupancy.

Seller will maintain the property in ordinary repair, reasonable wear and tear excepted, between the date hereof and the closing of title, and shall deliver the premises vacant, broom clean and free of tenancies. Purchaser shall have the right to inspect the premises within 48 hours prior to closing.

ACCEPTANCE OF DEED:

It is specifically understood and agreed that the acceptance of the deed by the Purchaser shall constitute and be deemed and considered full compliance by the Seller of all the terms and conditions of the contract on the part of the Seller to be performed; it is further expressly understood and agreed that none of the provisions of this contract shall survive the delivery and acceptance of the deed, except insofar as may herein otherwise may be expressly and specifically provided, or except as may be otherwise agreed upon by parties in writing at the closing of title.

MORTGAGE CONTINGENCY:

Subject to the provisions below, this contract is expressly conditioned upon Purchaser receiving a written firm commitment within thirty (30) days from the date hereof to obtain a conventional or adjustable mortgage (not a F.H.A., V.A., SONYMA or other governmentally issued mortgage loan) in the sum of \$389,500.00 such lesser amount as may be acceptable to Purchaser, for a term of not less than twenty five years or such shorter terms as may be acceptable to Purchaser at the prevailing interest rate charged by the lender on one family homes (which rate may be fixed, adjustable, variable, floating or negotiable).

Purchaser shall, within ten (10) days after the date of contract apply for the loan and furnish to the lender truthful, accurate and complete information on Purchaser and members of Purchaser's family, as all of same may be required by the lender. Purchaser shall promptly execute all instruments and documents required by the lender in connection with such application and shall actively and promptly cooperate in furnishing and delivering to the lender such documents and all additional information that the lender may require from time to time. Any and all application, appraisal, commitment, origination, broker, or other fees, charge, cost and expenses with respect to such application, commitments and the closing of the loan, shall be paid promptly by Purchasers.

If Purchaser is unable to obtain such financing commitment within thirty (30) day period, and Purchaser is not in default under any of their obligations hereunder, Purchaser may cancel this contract by notice as provided herein and Purchaser shall be refunded the deposit paid hereunder.

If Seller does not receive notice that Purchaser has obtained such financing commitment within said thirty (30) days, Seller may cancel this contract by notice as provided herein, and Purchaser shall be refunded the deposit paid hereunder.

Upon such cancellation as provided in this paragraph, this contract shall be null and void, with no further force and effect.

Seller shall have the option to extend the time period contained in this paragraph, upon written request for such extension.

Purchaser represents that, subject to the financing contingency outlined herein, he has sufficient funds to complete this transaction and acknowledges that Seller is relying on such representation. Seller shall not be responsible for any repairs or alterations that may be required by the Purchaser's lending institution, or any government agency, as a condition to the granting of the mortgage.

As between Seller and Purchaser, a mortgage commitment shall otherwise be considered firm and unconditional even though it contains a condition requiring the sale of Purchaser's home prior to closing. The Purchaser waives any such condition as an inducement to Seller to enter into the contract.

*Contract contingent on property appraising to purchase price.*  
LIQUIDATED DAMAGES:

The parties agree that in the event of willful default by the Purchaser, it will be difficult or impossible to establish actual damages by the Seller. In the event of such default or breach by the Purchaser, the parties agree that the amount of the deposit made by the Purchaser shall be deemed to be liquidated damages sustained by the Seller and that therefore said deposit may be retained by the Seller in any such event, and the Purchasers shall have no further liability in any such event whatsoever. The Seller further agrees that he will not bring any action against the Purchaser for specific performance of this contract.

#### TERMITES:

Purchaser shall have the right to inspect the premises (hereinafter called "Inspection") to determine the existence of termite infestation. The inspection shall be conducted by an exterminating company licensed to do business in the State of New York. The entire cost of the inspection shall be born by Purchaser. In the event active termite infestation is found, a copy of the report issued by a licensed exterminating company shall be served upon the Seller within ten (10) business days from the date hereof. Upon receipt of the report by the Seller, Seller may:

(a) Treat the termite condition and repair the damage at their own cost and expense, and provide a one year guarantee in which event Purchaser shall close title to the premises in accordance with the terms of this contract; or



(b) Terminate this transaction by written notice to Purchaser within ten (10) days after receipt of the report.

Upon such termination, all sums deposited pursuant to this contract shall be returned to Purchaser and neither party shall have any further rights hereunder. In the event Purchaser does not inspect the premises or Purchaser shall fail to timely serve the report as provided in this paragraph, Purchaser shall be deemed to have waived the provisions of this paragraph and this contract shall remain in full force and effect. In the event that Seller elects to terminate this contract in accordance with subparagraph (b) above, Purchaser may waive the provisions of this paragraph upon written notice to Seller within five (5) days after the notice is given, and Purchaser shall close title to the premises without abatement of the purchase price or offset of claims.

The definition of "termites" within this paragraph shall include other wood-destroying insects.

SELLER'S DISCLOSURE:

The Parties hereto acknowledge that if the Seller is required by the Property Disclosure Statement Act to provide a written property disclosure statement, then in lieu of providing such disclosure statement the Seller shall provide a \$500.00 credit to the Buyer against the purchase price, at the time of closing/transfer of title.

In the event that a property disclosure statement has been provided to the Buyer prior to or with delivery of the unsigned contract it is understood and agreed that it is being provided without warranty of any nature. Unless set forth herein Seller will not be obligated to make any repairs or replacements. The Seller does not have expertise, nor has the seller conducted an inspection of the house prior to completing the statement. The Buyers acknowledge that they have been given an opportunity to hire independent experts, including engineers, to inspect the property prior to signing the contract. The disclosure statement is not a substitute for professional, independent examination of the premises. The premises are being sold "AS IS", subject to the express representations as to condition set forth herein, which representations shall not survive the closing or delivery of possession if possession is given subsequent to closing unless provided for in writing, signed by the parties.

In the event a fully executed disclosure statement is not provided to the Buyers, either prior to or simultaneously with the delivery of this unsigned contract, it is acknowledged and agreed that the Seller has elected not to provide the disclosure statement and if Seller is required by the Property Disclosure Statement Act to provide a written property disclosure statement, then Seller shall give to the Buyers a credit of \$500.00 against the purchase price at the time of closing/transfer to title. The provision of the \$500.00 shall be Buyers sole remedy for failure to receive the executed disclosure statement. Upon receipt of such credit, the Buyer shall not be entitled to make any claim whatsoever based upon failure to provide the written disclosure statement and waives any and all claims based upon the aforementioned Act. The provisions of this paragraph shall survive closing and delivery of the possession.

LEAD WARNING:

Any purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your child may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning poses a particular risk to pregnant women. The Seller is required to furnish the Purchaser with any information on lead based paint hazards from any risk assessments or inspections in Sellers possession and notify the Purchaser of any known lead based paint hazards. Sellers states that he/she does not possess any such risk assessments or inspection report, and that he/she never caused such inspection or investigation to be conducted at the premises.

CERTIFICATE OF OCCUPANCY/CERTIFICATE OF ZONING COMPLIANCE:

Seller shall, at the time of closing, deliver a certificate of occupancy or a certificate of zoning compliance for the premises as they presently exist, except for finished basement, above ground pools, stoops, retaining walls, decks or sheds, which may be removed by Seller without abatement of the Purchase price if same shall be an impediment to closing, or a letter from the building or zoning department to the effect that the existing structures were erected prior to the effective date of zoning ordinance and that no certificate is required. Seller shall not be obligated to make a variance application or any other application to obtain said certificate. If Seller is unable to obtain the required certificate for the premises, Seller may cancel this contract by written notice, and upon such cancellation shall refund the down payment made hereunder together with Purchaser's net title charges and the cost of survey, if any. Purchaser may, however, elect to close without said certificate. If an updated survey of the premises is required by the municipality in order to obtain a certificate of occupancy or a certificate of zoning compliance, Purchaser shall either supply a print of new survey or reimburse Seller for the cost thereof to assist Seller in obtaining the foregoing certificate.

NOTICES:

The parties to this agreement hereby appoint their respective Attorneys as their Agents to execute any and all instruments in writing having reference to this agreement, including, but not limited to, modification thereof and extensions of time for closing or otherwise.

A notice required to be sent under the provisions of this agreement shall be sent to the Attorneys for the respective parties, at the address listed above, by any of the following methods: Certified Mail, Federal Express or similar service, or facsimile transmission.

SELLER'S POST-CLOSING POSSESSION

The Seller reserves the right to remain in possession of the premises for a period of not exceeding five (5) days after the closing of title, provided that upon closing of title the Seller deposits with his attorney, Victoria S. Kaplan, Esq. the sum of One Thousand and 00/100 (\$1,000) Dollars to be held by said attorney in escrow. Beginning in the sixth (6<sup>th</sup>) day after closing of title, the Seller shall be charged the sum of One Hundred and 00/100 (\$100.00) Dollars for each and every day thereafter. Attorney for the Seller are hereby authorized (a) to make payment to the Purchaser as herein above agreed, and (b) upon the Seller vacating said premises and Purchaser's inspection that the premises has not been damaged and is in same condition as during the time of closing, to pay the balance remaining from said escrow deposit to the Seller. Upon such payment the said attorney for the Seller shall have no further liability under the escrow agreement. Seller shall pay the Purchaser's interest on the mortgage for the time period in which they remain in possession of the premises after closing. It is expressly agreed that no Landlord-Tenant Relationship shall be created herein. This Article shall survive the closing of title and the delivery of the Deed.

GENERAL PROVISIONS

The parties agree that any notices that may be required under this contract may be given by and to the respective attorneys herein.

The Purchaser shall deliver to the Attorney for the Seller in no less than fourteen (14) days in advance of closing, a written list of any defects in, or objections to, title and the Seller shall, at his option, be entitled to a reasonable adjournment of the closing for the purpose of curing such defects or objections. The Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render title to the premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey, without reduction of the purchase price or any credit allowance against same and without any other liability on the part of the Seller.

The existence of mortgages, liens or encumbrances, shall not be an objection to title, provided that properly executed instruments in recordable form necessary to satisfy same are delivered to the Purchaser at the closing of title. The Purchaser hereby authorizes the Seller to use the purchase price or any portion thereof for this purpose.

Unpaid liens for taxes, water charges and assessments, shall not be objections to title, but the amount thereof, plus any interest and penalties thereon, shall be deducted from the cash consideration to be paid hereunder, and allowed to the Purchaser, subject to the provisions for apportionment of taxes and water charges contained herein.

Any lien or apparent lien appearing of record against the premises, which can be discharged by the payment of money, shall not be deemed an objection to title, but the amount thereof, shall be allowed to the Purchaser as an adjustment at the time of closing of title or, in the alternative, the Seller may use the purchase price or any portion thereof for the purpose of satisfying said lien or apparent lien. However, as stated previously, the Seller shall not be required to bring any action or proceeding or otherwise incur any expenses to render the title to the premises marketable, as is more fully explained in the paragraph labeled "Objections to Title" and "Seller's Inability to Convey; Limitation of Liability" of this Contract Rider.

The parties agree that all stipulations concerning the performance of any of the obligations under this agreement may be signed by their respective attorneys with the same force and effect as though signed by the parties themselves.

All dates hereunder shall run from the time that two (2) fully executed contracts of sale are received by Purchaser's attorney.

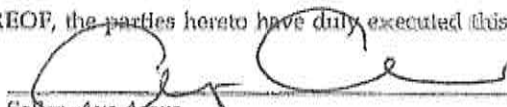
All pronouns (and other words herein) and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the correct identity of the Party may require.


The parties agree that a faxed or emailed signature shall be as binding as an original.

In the event Seller has retained a firm to grieve the real estate taxes, the Purchaser shall cooperate with Seller in executing any documents that shall assign the grievance, its benefits, and its liabilities to Purchaser.

The Purchaser agrees to assume the Seller's solar panel contract, if any.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract as of the day and year first above written.

  
Seller- Aya Adano

  
Seller- Andrew Rabinovici

DocuSigned by:  
  
Buyer- Jonathan Moncayo

DocuSigned by:  
  
Buyer- Lorena Moncayo

**Disclosure Of Information On  
Lead-Based Paint and/or Lead-Based Paint Hazards  
SALES**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) ☒ Purchaser has received copies of all information listed above.

(d) ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) ☒ Purchaser has (check (i) or (ii) below):

(i) ☒ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller

DocuSigned by:

Date

Lorena Moncayo 7/2/2020

Purchaser

Date

Agent

Date

Seller Signed by:

Date

Purchaser

Date

Agent

Date