

LAW OFFICES OF STEVEN RUBEL, P.C.  
2635 PETTIT AVENUE  
STE 202  
BELLMORE, NEW YORK 11710  
516-678-1800

STATEMENT OF CLOSING

Purchaser:	RUI WANG	
Seller:	GREEK HOMES INC	
Premises:	1663 POWERS AVENUE, EAST MEADOW, NEW YORK	
Place of Closing:	STEVEN RUBEL	Date: MAY 13, 2021
Attorney for Purchaser:	KEITH YUNG	
Attorney for Seller:	STEVEN RUBEL	Closer Keith Yung
Lending Institution:	Summit Mortgage	
Title Closer:	Tommy Wong	
Title Company:	FRANKLIN LAND	Title No.: FLG-N-161286
Real Estate Broker:	PREMIUM REALTY & WINZONE REALTY	

ADJUSTMENTS (AS OF 5-13-21)

	PURCHASER	SELLER
Purchase Price:	\$	\$ 799,000.00
Paid on Contract:	\$ 79,900.00	\$
Taxes: SCHOOL 5-13-21 TO 6-30-21	\$	\$ 1,188.00
TOWN 5-13-21 TO 6-30-21	\$	\$ 660.00
MORTGAGE INTEREST	\$	\$
Washer/dryer credit	\$ 500.00	\$
Water & Sewer:	\$	\$
PCDA CREDIT	\$ 500.00	\$
Upgrades	\$	\$ 2,000.00
Totals:	\$ 80,900.00	\$ 80,288.00
Balance to be paid to Seller:	\$	\$ 721,948.00
	\$	\$


=

The \$\_\_\_\_\_ was paid at closing as follows

1) MORTGAGE PROCEEDS: Summit Mortgage	\$ 620,011.10
SEE SCHEDULE "A"	\$
2) BALANCE OF SALES PRICE--- Greek Homes	\$ 101,936.90
	\$
EXPENSES WERE PAID AT CLOSING AS FOLLOWS:	\$
3) FRANKLIN LAND GROUP—TITLE CHARGES	\$ 38,062.33
4) Tommy Wong -- TITLE CLOSER	\$ 250.00
5) WINZONE REALTY-- BROKER	\$ 14,480.00
6) PREMIUM REALTY-- BROKER	\$ 7,990.00
7) STEVEN RUBEL—LEGAL FEE	\$ 1,500.00
8) LAWRENCE AND SHARON GORDON-- PAYOFF	\$ 222,365.00
9)	\$
	\$
	\$

NET PROCEEDS \$ 517,200.67

Dated: 5-13-21

By:   
Steven Rubel, Esq.

Note: This is a full statement of closing. If you have any questions, please call this office.

DEPOSIT TICKET 1-1357/260  
THE LAW OFFICES OF STEVEN RUBEL PC  
IOLA ATTORNEY TRUST ACCOUNT  
2635 PETTIT AVE SUITE 202  
BELLMORE NY 11710

*Signature* | SIGNATURE BANK®

DATE 2-8-21

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

CURRENCY	COIN	CHECKS LIST EACH SEPARATELY	DOLLARS	CENTS
1		Green		
2				
3		Moneta		
4				
5				
6				
7		to		
8		Wang		
9				
10				
11				
12				
13			79,900	
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
TOTAL FROM OTHER SIDE OR ATTACHED LIST				
PLEASE REENTER TOTAL HERE			79,900	

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

⑆5000⑈000⑆ 150 2070793⑈

\$

RUI WANG

1-2/210

110

DATE 2/13/2021

PAY TO THE ORDER OF Steven Rubel, At Attorney. \$ 79,900.00

Seventy - nine thousand nine hundred DOLLARS

CHASE JPMorgan Chase Bank, N.A. www.Chase.com

MEMO EMD of 1663 Powers Ave Rui Wang

⑆02⑆100002⑆ 979159712⑈0110

## THE LAW OFFICES OF STEVEN RUBEL, P.C.

IOLA  
2635 PETTIT AVENUE  
BELLMORE, NY 11710

5059

DATE 5-13-21 1-1357/260

PAY  
TO THE  
ORDER OFFranklin Land  
Three Hundred Ninety ~~th~~ \$ 390 ~~th~~  
DOLLARS Security Features  
Included.  
Details on Back.

Signature SIGNATURE BANK®

FOR Greek Homes to Wang

⑈005059⑈ ⑆026013576⑆ 1502070793⑈

## THE LAW OFFICES OF STEVEN RUBEL, P.C.

IOLA  
2635 PETTIT AVENUE  
BELLMORE, NY 11710

5060

DATE 5-13-21 1-1357/260

PAY  
TO THE  
ORDER OFTommy Wong  
Two Hundred Fifty ~~th~~ \$ 250 ~~th~~  
DOLLARS Security Features  
Included.  
Details on Back.

Signature SIGNATURE BANK®

FOR Greek Homes to Wang

⑈005060⑈ ⑆026013576⑆ 1502070793⑈

## THE LAW OFFICES OF STEVEN RUBEL, P.C.

IOLA  
2635 PETTIT AVENUE  
BELLMORE, NY 11710

5061

DATE 5-13-21 1-1357/260

PAY  
TO THE  
ORDER OFSteve Rubel  
Fifteen Hundred ~~th~~ \$ 1,500 ~~th~~  
DOLLARS Security Features  
Included.  
Details on Back.

Signature SIGNATURE BANK®

FOR Greek Homes to Wang

⑈005061⑈ ⑆026013576⑆ 1502070793⑈

## THE LAW OFFICES OF STEVEN RUBEL, P.C.

IOLA  
2635 PETTIT AVENUE  
BELLMORE, NY 11710

5062

DATE 5-13-21 1-1357/260

PAY  
TO THE  
ORDER OFGreek Homes Inc  
seventy seven thousand seven hundred sixty ~~th~~ \$ 77,760 ~~th~~  
DOLLARS Security Features  
Included.  
Details on Back.

Signature SIGNATURE BANK®

FOR Greek Homes to Wang

⑈005062⑈ ⑆026013576⑆ 1502070793⑈

# Check Disbursement List

LENDER:

SUMMIT MORTGAGE BANKERS, INC.

LOAN NO:

0221026342

BORROWER(S):

Rui Wang

LOAN AMOUNT:

\$639,000.00

\$635,132.11

PROPERTY ADDRESS:

1663 Powers Avenue, East Meadow, NY 11554

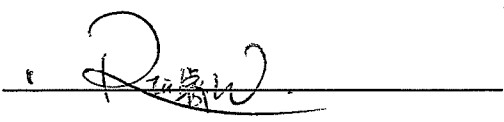
CLOSING DATE:

May 13, 2021

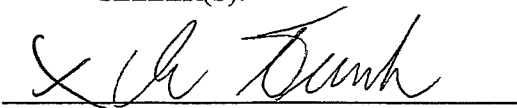
You are authorized to draw the following checks in the above entitled loan, payment of which is approved:

SUMMIT MORTGAGE BANKERS, INC. - Lender Credit		
SUMMIT MORTGAGE BANKERS, INC. - Loan Origination Fee		\$668.00
SUMMIT MORTGAGE BANKERS, INC. - Tax Related Service Fee		
SUMMIT MORTGAGE BANKERS, INC. - Appraisal Fee		
SUMMIT MORTGAGE BANKERS, INC. - Credit Report		
SUMMIT MORTGAGE BANKERS, INC. - Short Term Interest		\$800.97
SUMMIT MORTGAGE BANKERS, INC. - Escrow Reserve		\$1,973.92
Keith N. Yung, Esq. - Bank Attorney Fee		\$425.00
CHECK No.	PAYEE	AMOUNT
Bank	Greek Homes Inc.	\$337,503.77
Bank	Lawrence & Sharon Gordon	\$222,365.00
	Premium Realty	\$7,990.00
	Winzone Realty	\$14,480.00
	Franklin Land	\$37,672.33
	Franklin Land	\$15,112.01
	Carmen Wong	\$9.00

BORROWER(S):



SELLER(S):



CHECKS DRAWN OUTSIDE PROCEEDS:

Bank's 1/4 % Mtg Tax:	Franklin Land Group, LLC	\$1,597.50
-----------------------	--------------------------	------------

CASHIER'S CHECK



Date 05/13/2021

Void after 7 years

9814229183

25-3  
440

Remitter: KEITH NGAN-KIT YUNG, ATTORNEY AT LAW/ATTORNEY TRUST ACCOUNT  
IOLA

Pay To The GREEK HOMES INC.  
Order Of:

Pay: THREE HUNDRED THIRTY SEVEN THOUSAND  
FIVE HUNDRED THREE DOLLARS AND 77 CENTS

\$\*\* 337,503.77 \*\*

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

*Rebecca Griffin*

Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH



9814229183 044000037 758661433

282111107 NEW 01/08 8810004306

CASHIER'S CHECK



Date 05/13/2021

Void after 7 years

9814229184

25-3  
440

Remitter: KEITH NGAN-KIT YUNG, ATTORNEY AT LAW/ATTORNEY TRUST ACCOUNT  
IOLA

Pay To The LAWRENCE & SHARON GORDON  
Order Of:

Pay: TWO HUNDRED TWENTY TWO THOUSAND  
THREE HUNDRED SIXTY FIVE DOLLARS AND 00 CENTS

\$\*\* 222,365.00 \*\*

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

*Rebecca Griffin*

Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH



9814229184 044000037 758661433

107858

KEITH NGAN-KIT YUNG, ATTORNEY AT LAW

ATTORNEY TRUST ACCOUNT IOLA  
3808 UNION ST., UNIT 10D  
FLUSHING, NY 11354  
(718) 886-8611



JPMorgan Chase Bank, N.A.  
www.Chase.com

1-2/210

5/13/2021

PAY TO THE ORDER OF Premium Realty

\$ 7,990.00

Seven Thousand Nine Hundred Ninety and 00/100

DOLLARS

MEMO Summit - Rui Wang



*[Signature]*

AUTHORIZED SIGNATURE

107858 021000021 696527576

107859

KEITH NGAN-KIT YUNG, ATTORNEY AT LAW

ATTORNEY TRUST ACCOUNT IOLA  
3808 UNION ST., UNIT 10D  
FLUSHING, NY 11354  
(718) 886-8611

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

1-2/210

5/13/2021

PAY TO THE  
ORDER OF

Winzone Realty

\$ 14,480.00

Fourteen Thousand Four Hundred Eighty and 00/100

DOLLARS

MEMO Summit - Rui Wang



*[Signature]*  
AUTHORIZED SIGNATURE

⑈ 107859 ⑈ ⑆ 021000021 ⑆

696527576 ⑈

Security features. Details on back.



107860

KEITH NGAN-KIT YUNG, ATTORNEY AT LAW

ATTORNEY TRUST ACCOUNT IOLA  
3808 UNION ST., UNIT 10D  
FLUSHING, NY 11354  
(718) 886-8611

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

1-2/210

5/13/2021

PAY TO THE  
ORDER OF

Franklin Land

\$ 37,672.33

Thirty Seven Thousand Six Hundred Seventy Two and 33/100

DOLLARS

MEMO Summit - Rui Wang



*[Signature]*  
AUTHORIZED SIGNATURE

⑈ 107860 ⑈ ⑆ 021000021 ⑆

696527576 ⑈

Security features. Details on back.



107861

KEITH NGAN-KIT YUNG, ATTORNEY AT LAW

ATTORNEY TRUST ACCOUNT IOLA  
3808 UNION ST., UNIT 10D  
FLUSHING, NY 11354  
(718) 886-8611

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

1-2/210

5/13/2021

PAY TO THE  
ORDER OF

Franklin Land

\$ 15,112.01

Fifteen Thousand One Hundred Twelve and 01/100

DOLLARS

MEMO Summit - Rui Wang



*[Signature]*  
AUTHORIZED SIGNATURE

⑈ 107861 ⑈ ⑆ 021000021 ⑆

696527576 ⑈

Security features. Details on back.



# Franklin Land Group, LLC

38-08 Union Street, Suite 12B, Flushing, New York 11354 • Phone No. 718-661-3838 • Fax No. 718-460-8900

Title No.: FLG-N-161286  
Client: Keith N. Yung, Esq.  
Applicant: RUI WANG  
Reference:  
Premises: 1663 Powers Avenue, East Meadow, NY 11554 Sec. 50 Block 156 Lot 1  
Owners: GREEK HOMES INC.  
Buyers: RUI WANG

## TITLE CLOSING INVOICE

Closing Date: 5/13/2021 at 01:00 PM

CHARGE DESCRIPTION	BUYER(S)	SELLER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION
POLICY PREMIUMS				<ul style="list-style-type: none"><li>• Fee Simple Policy for \$799,000.00 (Premium \$2,993.00)</li><li>• Mortgage Policy for \$639,000.00 (Premium \$733.00)</li><li>• TRID calculation (excluding endorsements) for information only: Undiscounted Loan Premium is \$2,442.00 and TRID Owners Premium is \$1,284.00</li><li>• Property Type is Residential One Family Dwelling</li><li>• NOTE: The Mortgage Tax reported herein is calculated at the maximum taxable amount. In the event the tax should be reduced by consolidation or exemption please notify this Company</li><li>• Underwriter: First American Title Insurance Company</li><li>• + items are subject to NYS Sales Tax</li></ul>
Owners Policy Premium	\$2,993.00			
Loan Policy Premium	\$733.00			
ENDORSEMENTS				
Owners Market Value Rider	\$299.00			
Loan Environmental Protection Lien	\$50.00			
Loan Residential Mortgage	\$50.00			
Loan Waiver of Arbitration Loan	\$50.00			
RECORDING TAXES				
Transfer Tax New York State (TP584)		\$3,196.00		
Mortgage Tax 1st Mortgage	\$5,082.00		\$1,597.50	
RECORDING FEES				
Deed Recording Fee (Est. 3 pgs)	\$375.00			
Mortgage (Est. 18 pgs)	\$435.00			
5217 Filing Fee	\$125.00			
Section/Block/Lot Verification Fee (\$ 355 each)	\$710.00			
UCC-3 (County)		\$340.00		
ESCROWS				
2021 2nd H. General Tax	\$2,475.92			
20/21 1st H. School Tax		\$4,734.87		
20/21 2nd H. School Tax		\$4,513.60		
2021 1st H. General Tax		\$2,599.72		
Outstanding Taxes (19/20 School Tax & 2020 General Tax)		\$22,468.14		
Certified Check		\$10.00		
OTHER CHARGES				
Recording Service Fees	\$50.00	\$25.00		
Recorded Doc Return Fee (\$25 each)	\$50.00	\$25.00		
Municipal Searches +	\$825.00			
Bankruptcy Searches +	\$75.00			
Patriot Seaches +	\$75.00			

# Franklin Land Group, LLC

38-08 Union Street, Suite 12B, Flushing, New York 11354 • Phone No. 718-661-3838 • Fax No. 718-460-8900

Escrow Service Fee	\$50.00	\$150.00		
Survey Reading Fee	\$75.00			
Update Survey	\$450.00			
Sales Tax Nassau - 8.625%	\$84.09			
TOTAL TO FRANKLIN LAND GROUP, LLC	\$15,112.01	\$38,062.33	\$1,597.50	GRAND TOTAL: \$54,771.84

IMPORTANT DISCLOSURES
NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney.

For Company Use Only:

CHECK FROM/TO	CHECK NO.	COMPANY PAYMENT	DIRECT PAYMENT
	TOTAL:		





UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (font and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

STEVEN RUBEL, ESQ.

2635 PETTIT AVENUE, SUITE 202

BELLMORE, NY 11710

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE#

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment effects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

GREEK HOMES INC

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) or ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATION ID#, if any

☐ NONE

8. AMENDMENT (COLLAERAL CHANGE): check only one box.  
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

PREMISES :1663 POWERS AVENUE, EAST MEADOW, NY

SEC: 50  
BLOCK: 156  
lot: 1

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☒ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

GORDON

LAWRENCE & SHARON

10. OPTIONAL FILER REFERENCE DATA



## Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Amendment Addendum (Form UCC3Ad) or Amendment Additional Party (Form UCC3AP).

**Always complete items 1a and 9.**

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.

**Note:** Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.

2. To **terminate** the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.

3. To **continue** the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.

4. To **assign** (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.

5,6,7. To **change the name** of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new name (7a or 7b). If the new name refers to a Debtor complete (7c); also complete 7e-7g if 7a was completed.

5,6,7. To **change the address** of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is an address change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new address (7c) in item 7.

5,6,7. To **change the name and address** of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name/address change; also enter name of affected party (current record name) in items 6a or 6b as appropriate; and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed.

5,6. To **delete** a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.

5,7. To **add** a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed. To include further additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

**Note:** The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).

7d. Reserved for Financing Statement Amendments to be filed in North Dakota or South Dakota **only**. If this Financing Statement Amendment is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.

8. **Collateral change.** To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.

9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.

10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 13<sup>th</sup> day of May, in the year 2021

BETWEEN GREEK HOMES, INC. HAVING A PLACE OF BUSINESS AT 133 BALTIMORE AVENUE,  
MASSAPEQUA, NY 11758

party of the first part, and RUI WANG HAVING AN ADDRESS AT 1663 POWERS AVENUE, EAST MEADOW, NY  
party of the second part,

WITNESSETH, that the party of the first part, in consideration of

dollars

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 County of NASSAU and State of New York,

SEE ATTACHED SCHEDULE "A"

SAID PREMISES BEING KNOWN AS 1663 POWERS AVE, EAST MEADOW, NY

SECTION: 50

BLOCK: 156

LOT: 1

DISTRICT:

BEING AND INTENDED TO BE THE SAME PREMISES CONVEYED TO THE GRANTORS HEREIN BY DEED  
DATED JUNE 21, 2019 AND RECORDED AUGUST 8, 2019 IN LIBER 13834 PAGE 912 IN THE OFFICE OF THE  
COUNTY CLERK, COUNTY OF NASSAU, AND STATE OF NEW YORK.

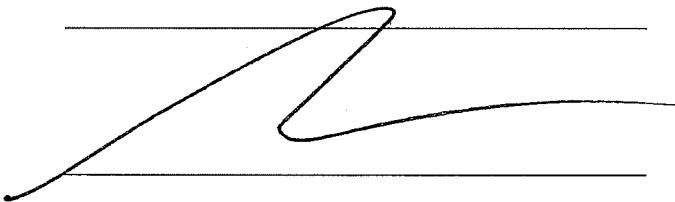
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads  
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and  
rights of the party of the first part in and to said premises; 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 the party of the first part covenants that the 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 consideration 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. The word "party" shall be construed as if it  
read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:



GREEK HOMES, INC.



BY:

***First American Title Insurance Company***

Title Number: **FLG-N-161286**

Page 1

**SCHEDULE A DESCRIPTION**

**Amended May 4, 2021**

ALL that certain plot, piece or parcel of land, situate, lying and being at East Meadow, in the Town of Hempstead, County of Nassau and State of New York, known and designated as and by Part of Lots Number 504, 505, 506, 507 and 508 on a certain map entitled, "Amended Map of East Hempstead, situated at East Hempstead, Nassau County, New York, surveyed January 1928 by Baldwin & Cornelius Co. Inc., Engineers, Freeport, New York, Powers East Hempstead, Inc., owners" and filed in the Office of the Clerk of the County of Nassau on May 10, 1933 as Map Number 800, Case Number 3676, which part of said Lots, when taken together are more particularly bounded and described, according to said map, as follows:

BEGINNING at the corner formed by the intersection of the northeasterly side of Benito Street with the northwesterly side of Powers Avenue;

RUNNING THENCE northwesterly along the northeasterly side of Benito Street, 60 feet;

THENCE northeasterly on a line drawn parallel with the northwesterly side of Powers Avenue, 100 feet;

THENCE southeasterly on a line drawn parallel with the northeasterly side of Benito Street, 60 feet to the northwesterly side of Powers Avenue;

THENCE southwesterly along the northwesterly side of Powers Avenue, 100 feet to the point or place of BEGINNING.

**FOR INFORMATION ONLY:**

SAID PREMISES being known as 1663 Powers Avenue, East Meadow, NY 11554.

**Section: 50**

**Block: 156**

**Lot: 1**

**FOR CONVEYANCE ONLY:**


Together with the right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line 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.

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of NASSAU, ss:

On the 13<sup>th</sup> day of May in the year 2021, before me, the undersigned, personally appeared

IRA M Tannenbaum, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 **TOMMY KT WONG**  
Notary Public, State of New York  
No. 01W06275938  
Qualified in Queens County  
Commission Expires February 04, 2025

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said \_\_\_\_\_ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

\_\_\_\_\_

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

\*State of \_\_\_\_\_, County of \_\_\_\_\_, ss:  
\*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me \_\_\_\_\_ the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken).

Bargain and Sale Deed  
With Covenants

Title No. FLG- N-161286

GREEK HOMES, INC.  
TO  
RUI WANG



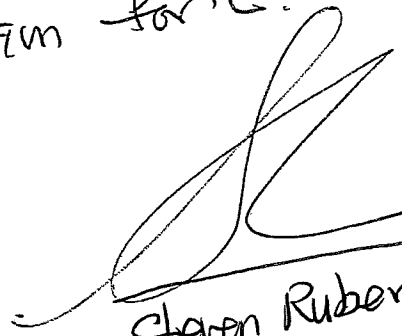
SECTION: 50  
BLOCK: 156  
LOT: 1  
COUNTY OR TOWN: NASSAU

RETURN BY MAIL TO:

KEITH N. YUNG  
38-08 UNION STREET  
SUITE 10D  
FLUSHING, NY 11354

## Undertaking

I, Steven Rubel as attorney for Seller,  
agrees to undertake to follow-up with regard  
to the Notice of Violation described in Exemption #16  
and that the town of Hempstead to file an  
expungement or cancellation for it.



Steven Rubel 5/13/2021



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantor )	Social Security number (SSN)
<input type="checkbox"/> Individual	Greek Homes, Inc.	
<input checked="" type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	133 Baltimore Avenue	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	Massapequa NY 11758	84-2081639
<input type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantee )	SSN
<input checked="" type="checkbox"/> Individual	Wang, Rui	082-02-3606
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	1663 Powers Avenue	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	East Meadow NY 11554	
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
50-156-1	282089	1663 Powers Avenue	East Meadow	Nassau

Type of property conveyed (mark an X in applicable box)

1 <input checked="" type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance	Percentage of real property conveyed which is residential real property _____ 100 % (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building	05   13   2021	
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling	month   day   year	
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____		
5 <input type="checkbox"/> Commercial/industrial			

Condition of conveyance  
(mark an X in all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		



Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ..... ☐ Exemption claimed

2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....

3 Taxable consideration (subtract line 2 from line 1) .....

4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....

5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....

6 Total tax due\* (subtract line 5 from line 4) .....

1.	799000	
2.	0	
3.	799000	
4.	3196	
5.	0	
6.	3196	

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1 Enter amount of consideration for conveyance (from Part 1, line 1) .....

2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...

3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

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

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐

e. Conveyance is given in connection with a tax sale..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k ☐

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.  
This is to certify that: (mark an X in the appropriate box)

1.

☒

The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.

☐

The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

a.

☐

The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

b.

☐

The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

c.

☐

The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

d.

☐

The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

e.

☐

Other (attach detailed explanation).
3.

☐

The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

a.

☐

A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

b.

☐

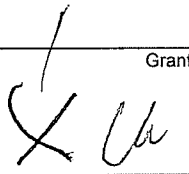

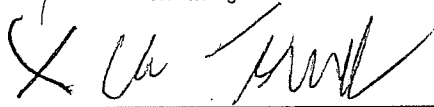
A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.

☐

The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

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

	Grantor signature		Title		Grantee signature		Title
	Grantor signature		Title		Grantee signature		Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

C3. Book

C4. Page



New York State Department of  
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location 1663 Powers Avenue  
\* STREET NUMBER \* STREET NAME  
East Meadow 11554  
\* CITY OR TOWN VILLAGE \* ZIP CODE

2. Buyer Name Wang Rui  
\* LAST NAME/COMPANY FIRST NAME  
LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address  
Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)  
LAST NAME/COMPANY FIRST NAME  
STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel (Only if Part of a Parcel) Check as they apply:  
4A. Planning Board with Subdivision Authority Exists ☐  
4B. Subdivision Approval was Required for Transfer ☐  
4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size 60 X 100 OR 0.00  
\* FRONT FEET \* DEPTH \* ACRES

6. Seller Name Greek Homes, Inc.  
\* LAST NAME/COMPANY FIRST NAME  
LAST NAME/COMPANY FIRST NAME

\*7. Select the description which most accurately describes the use of the property at the time of sale:  
A. One Family Residential

Check the boxes below as they apply:  
8. Ownership Type is Condominium ☐  
9. New Construction on a Vacant Land ☐  
10A. Property Located within an Agricultural District ☐  
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date 02/08/2021  
\* 12. Date of Sale/Transfer 05/13/2021  
\*13. Full Sale Price 799,000 .00  
( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0 .00

15. Check one or more of these conditions as applicable to transfer:  
☐ A. Sale Between Relatives or Former Relatives  
☐ B. Sale between Related Companies or Partners in Business.  
☐ C. One of the Buyers is also a Seller  
☐ D. Buyer or Seller is Government Agency or Lending Institution  
☐ E. Deed Type not Warranty or Bargain and Sale (Specify Below)  
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)  
☐ G. Significant Change in Property Between Taxable Status and Sale Dates  
☐ H. Sale of Business is Included in Sale Price  
☒ I. Other Unusual Factors Affecting Sale Price (Specify Below)  
☒ J. None  
Comment(s) on Condition:

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

16. Year of Assessment Roll from which information taken(YY) 21 \*17. Total Assessed Value 791  
\*18. Property Class 210 - 1 \*19. School District Name East Meadow  
\*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))  
50-156-1

CERTIFICATION

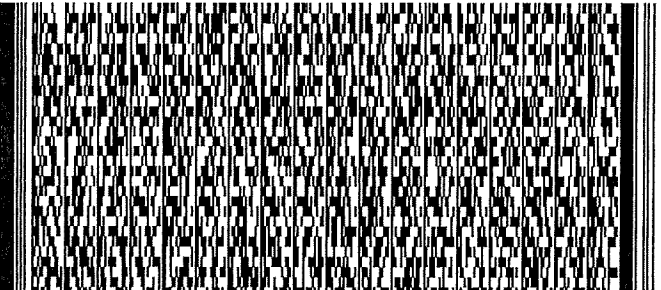
I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of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

SELLER SIGNATURE  
5/13/2021  
DATE  
BUYER SIGNATURE  
5/13/2021  
DATE

BUYER CONTACT INFORMATION

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

Wang Rui  
\* LAST NAME FIRST NAME  
\* AREA CODE \* TELEPHONE NUMBER (Ex: 9999999)  
1663 Powers Avenue  
\* STREET NUMBER \* STREET NAME  
East Meadow NY 11554  
\* CITY OR TOWN \* STATE \* ZIP CODE  
BUYER'S ATTORNEY  
Yung Keith  
LAST NAME FIRST NAME  
(718) 670-0028  
AREA CODE TELEPHONE NUMBER (Ex: 9999999)



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

The undersigned is the President of GREEK HOMES INC., New York Corporation,

**DOES HEREBY CERTIFY:**

1. At a meeting of the board of directors of the above- mentioned corporation, duly called and held this day at which a quorum was present and acted throughout, the board of directors unanimously adopted the following resolution, which has not been modified or rescinded:

**RESOLVED**, that the corporation execute and deliver to any party any document in connection with the sale of 1663 POWERS AVENUE, EAST MEADOW, NY

2. That IRA TANNENBAUM is the sole shareholder of the corporation and are authorized to sign on behalf of said corporation.
3. Neither the certificate of incorporation nor the by-laws contain any special requirement as to the number of directors required to pass such resolution.
3. The certificate of incorporation of the corporation does not require any vote of consent of shareholders to authorize the execution of any and all documents in connection with said sale.
4. This certificate is made and delivered in order to induce the title insurance company to issue a policy of title insurance insuring to such lender and Purchaser the validity of such documents.

IN WITNESS WHEREOF, the undersigned has hereto affixed mentioned corporation this     day of  
,2021.

GREEK HOMES, INC

by: 

IRA TANNENBAUM, PRESIDENT

STATE OF NEW YORK )

:

COUNTY OF ~~NASSAU~~ )

ON THE 13<sup>th</sup> DAY OF May IN THE YEAR 2021, BEFORE ME, THE  
UNDERSIGNED, PERSONALLY APPEARED

IRA Tannenbaum, PERSONALLY KNOWN TO ME OR  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S)  
WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND  
ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE  
INDIVIDUAL(S), OR THE PERSON ON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED,  
EXECUTED THE INSTRUMENT.

  
NOTARY PUBLIC

TOMMY KT WONG  
Notary Public, State of New York  
No. 01WO6275933  
Qualified in Queens County  
Commission Expires February 04, 2025

# Closing Disclosure

## Closing Information

Date Issued	05/12/2021
Closing Date	05/13/2021
Disbursement Date	05/13/2021
Settlement Agent	Keith N. Yung, Esq.
File #	2021-S-0493
Property	1663 Powers Ave East Meadow, NY 11554
Sale Price	\$799,000

## Transaction Information

Borrower	Rui Wang
Seller	Greek Homes Inc 1663 Powers Ave East Meadow, NY 11554

## Summaries of Transactions

### SELLER'S TRANSACTION

Due To Seller at Closing	\$800,840.00
01 Sale Price of Property	\$799,000.00
02 Sale Price of Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	

### Adjustments for Items Paid by Seller in Advance

09 General Taxes	05/13/2021 to	06/30/2021	\$660.00
10			
11 School Taxes	05/13/2021 to	06/30/2021	\$1,180.00
12			
13			
14			
15			
16			
17			

Due from Seller at Closing	\$61,142.33
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$60,142.33
03 Existing Loan(s) Assumed or Taken Subject To	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	

08 Seller Credit	\$500.00
09	
10	
11	
12	
13	

### Adjustments for Items Unpaid by Seller

14	
15	
16	
17	
18 PCDA	\$500.00
19	
20	
21	

### CALCULATION

Total Due to Seller at Closing (M)	\$800,840.00
Total Due from Seller at Closing (N)	(\$61,142.33)
Cash <input type="checkbox"/> From X To Seller	\$739,697.67

## Contact Information

### REAL ESTATE

#### BROKER (B)

Name	Winzone Realty Inc.
Address	81-15 Queens Blvd. #2A Elmhurst, NY 11373
License ID	31PA0929296
Contact	Yan Tan
Contact License ID	10401207595
Email	jenny.winzonerealty@outlook.com
Phone	347-556-9380

### REAL ESTATE

#### BROKER (S)

Name	Premium Group Realty
Address	459 Sunrise Highway Rockville Centre, NY 11570
License ID	10991223439
Contact	Robert Giordano
Contact License ID	40GI0933461
Email	rjgiordano1229@gmail.com
Phone	718-899-7000

### SETTLEMENT

#### AGENT

Name	Keith N. Yung, Esq.
Address	38-08 Union Street 10D Flushing, NY 11354
License ID	2826600
Contact	Keith Yung, Esq.
Contact License ID	2826600
Email	kyung@yung-esq.com
Phone	718-886-8611



**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

Loan Costs		Seller Paid	
		At Closing	Before Closing
A. Origination Charges			
01			
02			
03			
04			
05			
B. Services Borrower Did Not Shop For			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
C. Services Borrower Did Shop For			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
Other Costs			
E. Taxes and Other Government Fees			
01	State Tax - Deed: \$3,196.00	\$3,196.00	
02			
03			
04			
05			
06			
07			
08			
F. Prepays			
01			
02			
03			
04			
05			
06			
07			
G. Initial Escrow Payment at Closing			
01			
02			
03			
04			
05			
06			
07			
08			
09			
H. Other			
01	Real Estate Commission Premium Group Realty LLC	\$7,990.00	
02	Real Estate Commission Winzone Realty Inc.	\$14,480.00	
03	20/21 1st & 2nd Half School Taxes Town of Hempstead	\$9,248.47	
04	2021 1st Half General Tax Town of Hempstead	\$2,599.72	
05	Outstanding Taxes Town of Hempstead	\$22,468.14	
06	Title - Escrow Service Fee Franklin Land Group, LLC	\$150.00	
07	Certified Check Franklin Land Group, LLC	\$10.00	
08			
J. TOTAL CLOSING COSTS		\$60,142.33	

X 

Greek Homes Inc by his/her  
Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Settlement Agent

CLOSING DISCLOSURE

Page 3 of 3



# Franklin Land Group, LLC

38-08 Union Street, Suite 12B, Flushing, New York 11354 • Phone No. 718-661-3838 • Fax No. 718-460-8900

Title No.: FLG-N-161286  
Client: Keith N. Yung, Esq.  
Applicant: RUI WANG  
Reference:  
Premises: 1663 Powers Avenue, East Meadow, NY 11554 Sec. 50 Block 156 Lot 1  
Owners: GREEK HOMES INC.  
Buyers: RUI WANG

## TITLE CLOSING INVOICE

Closing Date: 5/13/2021 at 01:00 PM

CHARGE DESCRIPTION	BUYER(S)	SELLER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION
POLICY PREMIUMS				<ul style="list-style-type: none"><li>• Fee Simple Policy for \$799,000.00 (Premium \$2,993.00)</li><li>• Mortgage Policy for \$639,000.00 (Premium \$733.00)</li><li>• TRID calculation (excluding endorsements) for information only: Undiscounted Loan Premium is \$2,442.00 and TRID Owners Premium is \$1,284.00</li><li>• Property Type is Residential One Family Dwelling</li><li>• NOTE: The Mortgage Tax reported herein is calculated at the maximum taxable amount. In the event the tax should be reduced by consolidation or exemption please notify this Company</li><li>• Underwriter: First American Title Insurance Company</li><li>• + items are subject to NYS Sales Tax</li></ul>
Owners Policy Premium	\$2,993.00			
Loan Policy Premium	\$733.00			
ENDORSEMENTS				
Owners Market Value Rider	\$299.00			
Loan Environmental Protection Lien	\$50.00			
Loan Residential Mortgage	\$50.00			
Loan Waiver of Arbitration Loan	\$50.00			
RECORDING TAXES				
Transfer Tax New York State (TP584)		\$3,196.00		
Mortgage Tax 1st Mortgage	\$5,082.00		\$1,597.50	
RECORDING FEES				
Deed Recording Fee (Est. 3 pgs)	\$375.00			
Mortgage (Est. 18 pgs)	\$435.00			
5217 Filing Fee	\$125.00			
Section/Block/Lot Verification Fee (\$ 355 each)	\$710.00			
ESCROWS				
2021 2nd H. General Tax	\$2,475.92			
20/21 1st H. School Tax		\$4,734.87		
20/21 2nd H. School Tax		\$4,513.60		
2021 1st H. General Tax		\$2,599.72		
Outstanding Taxes (19/20 School Tax & 2020 Gernal Tax)		\$22,468.14		
Certified Check		\$10.00		
OTHER CHARGES				
Recording Service Fees	\$50.00			
Recorded Doc Return Fee (\$25 each)	\$50.00			
Municipal Searches +	\$825.00			
Bankruptcy Searches +	\$75.00			
Patriot Seaches +	\$75.00			
Escrow Service Fee	\$50.00	\$150.00		

# Franklin Land Group, LLC

38-08 Union Street, Suite 12B, Flushing, New York 11354 • Phone No. 718-661-3838 • Fax No. 718-460-8900

Survey Reading Fee	\$75.00			
Update Survey	\$450.00			
Sales Tax Nassau - 8.625%	\$84.09			
TOTAL TO FRANKLIN LAND GROUP, LLC	\$15,112.01	\$37,672.33	\$1,597.50	GRAND TOTAL: \$54,381.84

IMPORTANT DISCLOSURES
NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney.

For Company Use Only:

CHECK FROM/TO	CHECK NO.	COMPANY PAYMENT	DIRECT PAYMENT
	TOTAL:		

90 OF THE TOWN CODE OF THE TOWN OF

HEMPSTEAD REGARDING THE PROPERTY LOCATED

**AFFIRMATION**

AT 1663 POWERS AVENUE, EAST MEADOW, NEW YORK 11554

----- X

**LISA M. THOMPSON**, an attorney duly admitted to the practice of law in the  
Courts of the State of New York, affirms under penalty of perjury that:

1. I am a Deputy Town Attorney in the Office of the Town Attorney of the Town of Hempstead and attorney for defendants, Town of Hempstead. As such, I am familiar with the facts and circumstances involved in this matter from a review of the Town's records and the Town's Building Department files.

2. This Affirmation is submitted in regard to the 'unsafe structure' violation filed against the subject property under Chapter 90 of the Town of Hempstead Town Code which violation has been removed to the satisfaction of the Town of Hempstead Building Department.

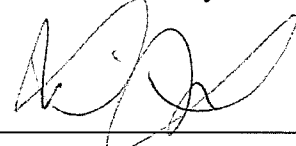
3. The property and violation filing are described as follows:

- a. Section- 50 Block- 156 Lot- 1 a/k/a 1663 Powers Avenue, East Meadow, New York
- b. Violation number 16-006968
- c. Notice of Violation filed on September 27, 2016, Liber 2214, pages 59-69
- d. Physical Location: n/e cor' Powers Avenue & Benito Street
- e. Violation remedied through demolition of building under permit No. 201920391
- f. WHEREFORE, the Town of Hempstead hereby requests that the above noted violation  
filed against the subject property be canceled of record.

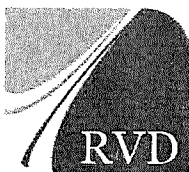
Dated: Hempstead, New York  
May 11, 2021

JOSEPH NOCELLA  
Town Attorney

By:



LISA M. THOMPSON  
Deputy Town Attorney



# Richards Vissicchio Douglass CPAs PLLC

*Certified Public Accountants & Business Advisors*

366 North Broadway, Suite 312-314  
Jericho, NY 11753  
Tel: (516) 938-4200 • Fax: (516) 433-4602  
www.rvdcpa.com

Kenneth Richards, CPA/ABV, CVA  
John Vissicchio, CPA, CFP®  
Vickie S. Douglass, CPA  
Russell Doerzbacher, CPA

April 26, 2021

RE: Ira Tannenbaum  
Greek Homes, Inc.

To Whom It May Concern:

Ira Tannenbaum has been a valued client of our firm for many years. In that capacity, we have prepared and filed his individual and business tax returns.

Please be advised that all New York State franchise taxes for the corporation, Greek Homes Inc., are current and paid through calendar year 2020. The 2020 corporation has been efiled 3/15/2021.

If I can be of any further assistance, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Vissicchio'.

John Vissicchio  
Certified Public Accountant

ONLINE FILING RECEIPT

=====

ENTITY NAME: GREEK HOMES INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: NASS

=====

FILED:02/16/2018 DURATION:PERPETUAL CASH#:180216010519 FILE#:180216010519  
DOS ID:5288561

FILER: EXIST DATE  
-----  
STEVEN RUBEL, ESQ. 02/16/2018  
100 MERRICK ROAD  
SUITE 340W  
ROCKVILLE CENTRE, NY 11570

ADDRESS FOR PROCESS:  
-----  
THE CORPORATION  
133 BALTIMORE AVENUE  
MASSAPEQUA, NY 11758

REGISTERED AGENT:  
-----

STOCK: 200 NPV



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the Biennial Statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: BLACKSTONE STATIONERS INC.-06  
SERVICE CODE: 06

FEE:	125.00	PAYMENTS	125.00
	-----		-----
FILING:	125.00	CHARGE	0.00
TAX:	0.00	DRAWDOWN	125.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

=====

29052 DOS-1025 (04/2007)

Authentication Number: 1802160504 To verify the authenticity of this document you may access the Division of Corporation’s Document Authentication Website at

**ACKNOWLEDGEMENT COPY**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**GREEK HOMES INC.**

Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

**FIRST:** The name of the corporation is:

**GREEK HOMES INC.**

**SECOND:** This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

**THIRD:** The county, within this state, in which the office of the corporation is to be located is NASSAU.

**FOURTH:** The total number and value of shares of common stock which the corporation shall have authority to issue is: 200 SHARES WITH NO PAR VALUE.

**FIFTH:** The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the corporation served upon him or her is:

THE CORPORATION  
133 BALTIMORE AVENUE  
MASSAPEQUA, NY 11758

**SIXTH:** No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

I certify that I have read the above statements, I am authorized to sign this Certificate of Incorporation, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

SCOTT SCHUSTER (signature)

---

SCOTT SCHUSTER, INCORPORATOR  
283 WASHINGTON AVENUE  
ALBANY, NY 12206

**Filed by:**  
STEVEN RUBEL, ESQ.  
100 MERRICK ROAD  
SUITE 340W  
ROCKVILLE CENTRE, NY 11570

**BLACKSTONE STATIONERS INC. (06)**  
**DRAWDOWN**  
**CUSTOMER REF# 29052**

**ACKNOWLEDGEMENT COPY**

Page 2 of 2

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 PURCHASER OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OLIGATIONS 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 **2-8-21**  
BETWEEN GREEK HOMES INC  
Address:  
Social Security Number/Fed. I.D. No(s): hereinafter called "Seller" and  
RUI WANG  
Address:  
Social Security Number/Fed. I.D. No(s): hereafter 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 part hereof and also known as:

STREET ADDRESS: 1663 POWER AVENUE, EAST MEADOW, NY 11554  
SECTION: **50** BLOCK: **156** LOT: **1**

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 street 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, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, 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, refrigerator, freezer, air conditioning equipment and installations, ~~well to wall carpeting and built in~~ not excluded below (strike out inapplicable items): All in "AS-IS" Condition and all as presently exist. **All appliances are new and stainless**

Excluded from this sale are furniture and household furnishings and:

3. Purchase Price. The purchase price is: \$799,000.00

payable as follows:

(a) on signing of this contract, by Purchaser's 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 "Down payment"): \$79,900.00  
(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: \$719,100.00

4. Intentionally Deleted

5. Intentionally Deleted

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for the Seller's account in a segregated bank account located at Signature Bank, until Closing or sooner termination of this contract and shall (not) (Delete if inapplicable) hold the Downpayment in an 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 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 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, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at anytime 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 hereinafter. (b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes 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 suffered in bad faith or willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, 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 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.

**7. Acceptable Funds.** All money payable under the 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 not less than 3 business days notice to the 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 Contingency.** (Delete if inapplicable) The obligations of the Purchaser hereunder are conditioned upon issuance on or before 45 days (the "Commitment Date") of written commitment from any Institutional Lender or Mortgage Banker pursuant to which such Institutional Lender or Mortgage Banker 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 \$639,000.00 or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed or initial adjustable rate of interest not to exceed the prevailing rate for a term of at least 25/30 years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender or Mortgage Banker. Purchaser shall (a) make prompt application to an Institutional Lender or Mortgage Banker for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and member of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender or Mortgage Banker to obtain such a commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender or Mortgage Banker to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any commitment accepted by Purchaser) and shall furnish Seller with copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter 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 and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, 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.

**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 sloop, 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 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, 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 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 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(f), 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 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 with Covenants Against Grantors 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 state. 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 (11) 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 the lender's attorney or seller's attorney on OR ABOUT 60 DAYS FROM DATE HEREIN. ~~SELLER MAY ACCELERATE CLOSING DATE ON 10 DAYS NOTICE TO BUYER'S ATTORNEY~~

**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 Closing, of the representations and warranties of the 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 the other improvements located on the property authorizing their use as a ONE(1) family dwelling at the date of Closing. (c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in timely manner with the requirements of the Gains Tax Law and, at closing, Seller shall deliver to Purchaser (i) an official return showing no tax due or (ii) an official return accompanied by a certificate or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon, Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing. (d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from 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. (e) 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. (f) 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. (g) 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. (h) The delivery by the parties of any other affidavits required as condition of recording the deed.

*# with garage*

**17. Deed Transfer and Recording Taxes.** At Closing, certified or official bank certified 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 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 all NYS transfer tax at 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 date 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 when collected. (b)

*final*

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 charges 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 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 therefore computed to said date are produced at Closing.

20. **Use of Purchase Price to Remove Encumbrances.** If at Closing there are any 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 notice (by telephone or otherwise), given not less than 3 business days before Closing, 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 action as Seller may deem advisable to remove, remedy, discharge or comply with such Defect 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 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 Down payment 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 a Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Down payment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Down payment 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 changes, 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 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.

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: WINZONE REALTY INC and ("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 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 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 or any provision 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.

29. Seller may also cancel Contract if written Commitment is not issued on or before Commitment date or Seller may grant an extension of time to the Purchaser.

30. Subject to Rider Attached.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Seller

Purchaser

Seller

Purchaser

Attorney for Seller:  
Steven Rubel, Esq.  
2635 Pettit Avenue, Suite 202  
Baltimore, NY 11710  
(516) 678-1800  
(516) 785-2831 (fax)

Attorney for Purchaser:  
KEITH YUNG, ESQ.  
3808 UNION STREET  
FLUSHING, NY 11354  
718-670-0028  
(fax)

Receipt of the Down payment is acknowledged and the undersigned agrees to act in accordance with the provision of paragraph 6 above.

Escrowee

RIDER TO CONTRACT

DATED: \_\_\_\_\_

PREMISES: 1663 POWER AVENUE, EAST MEADOW, NY 11554

Notwithstanding any terms of the original contract of sale to the contrary, it is understood and agreed between the parties as follows:

1. Payment on contract to be held in escrow by Seller's attorneys, as agent for Seller, until closing of title or prior default of Purchaser.

2. The Purchaser represents having fully inspected the premises and agrees to accept same in "AS IS" condition. The Seller represents that the premises will be in substantially the same condition on title closing, excepting usual wear and tear between date of contract and date of title closing. The Seller further represents that the plumbing, heating and electrical systems in the dwelling house, together with all appliances included in the sale, will be in working order on date of title closing and roof free of leaks. ~~Any appliances found to be in non-working order or unrepairable, shall entitle the Purchaser to a credit of not more than \$150.00, per appliance.~~ Said representation of the Seller shall not be deemed however, to survive delivery of deed unless possession of the premises shall be retained by Seller beyond the date of title closing. *All appliances are new stainless*

2a. The Purchaser represents that they have all the necessary funds to complete this transaction, including estimated reasonable closing costs. Purchaser represents that their gross annual income for the year 2011 shall be no less than

3. The premises are sold and conveyed subject to the following:

(a) Building and zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures or the present use thereof;

(b) Any state of facts an accurate survey of the premises may show, provided same does not render title unmarketable;

(c) Utility easements and agreements of record, if any, provided same are not violated by existing structures, and further provided same do not render title unmarketable;

(d) Covenants and restrictions presently of record, if any, and which may be in full force and effect on date of delivery of the deed.

4. If there is a mortgage on the premises, and the Purchaser has agreed to accept title subject to the lien of same, the Seller agrees to produce on title closing, and the Purchaser agrees to accept, a written letter or statement executed by the mortgagee, setting forth the status of said mortgage, as evidence of the balance thereof, including accrued interest and balance of escrow account, if any. The Seller shall execute and deliver to the Purchaser, on title closing, a written assignment of escrow funds, and the Purchaser shall reimburse the Seller for the full value thereof on delivery of deed.

5. As between Seller and Purchaser, a mortgage commitment shall be deemed firm and unconditional even though it contains as a condition to closing a requirement of the

sale of the Purchaser's residence prior to mortgage closing or the satisfaction of any other financial liens or obligations. The Purchaser hereby waives such condition as an inducement to Seller to enter into this contract of sale and agree to obtain, at their own cost and expense, bridge loan or home equity loan to complete this transaction. If Purchaser obtains and accepts a mortgage commitment and fails to close title in accordance with this agreement, through no fault of Seller, the Purchaser's downpayment shall be retained by Seller as liquidated damages, and not as a penalty, and any funds held in escrow shall be released to Seller by the escrow agent.

6. TERMITE, ETC. INFESTATION: Purchaser has the right, at the Purchaser's cost, to have the premises inspected for the purpose of determining the existence of termite or other boring insect infestation or damage. In the event termite or other boring insect infestation or damage is found, a copy of the report issued by the examining expert making such inspection shall be served upon the Seller's attorney within fourteen (14) days from the date hereof. Upon receipt of such report by the Seller's attorney, Seller may do one of the following:

(a) Treat the termite or other wood boring insect condition and repair any such damage at Seller's expense and furnish the Purchaser with one (1) year guarantee from the treating expert against re-infestation, in which event, Purchaser shall complete this agreement pursuant to the terms hereof; or

(b) Notify the attorney for the Purchaser, within fourteen (14) days after receipt of the aforesaid report, that Seller elects not to cure the condition, nor to repair the damage that might be indicated in the aforesaid report. Purchaser then shall have the option of completing the purchase subject to the existing condition without diminution of the purchase price. Purchaser shall give notice of his intention within TEN (10) days.

(c) If Purchaser fails to have the premises inspected or fails to serve a copy of the aforesaid termite inspection report, postmarked not later than fourteen (14) days from the date that Purchaser receives a copy of this contract duly signed by Seller, then Purchaser shall be deemed to have waived the provisions of this paragraph and this contract shall remain in full force and effect.

7. The Purchaser agrees to furnish the Seller with a written list of any title objection and Liens upon the property not less than five (5) days prior to title closing, except for continuation of title on closing.

8. Seller agrees to permit Purchaser, or Purchaser's designees, at reasonable times, to enter upon and inspect the premises and structure thereon for the purpose of obtaining a mortgage, for examination for termite or other wood-destroying insects, and to verify condition of premises immediately prior to transfer of title.

9. Contract adjustments shall be computed as of date of title closing, or date of delivery of possession, whichever shall be later.

10. The Seller and Purchaser represent and warrant that the real estate broker named in this contract is the sole broker who negotiated and brought about this sale, and Purchaser further represents he did not consult any other broker with respect to the property described herein, and shall indemnify and defend Seller against any claim made by any other brokers for claims which arise out of the Purchaser's deeds or acts.

11. Seller is under no obligation to make any repairs or improvements to the property that may be required from lending institution or any government agency for approval of Purchaser's request for mortgage loan. Seller's sole liability is to return the down payment.

12. ~~Seller agrees to deliver possession of the premises vacant and broom-clean, within seven (7) days following closing of title, and will deposit with Seller's attorneys, on closing of title, the sum of \$2,500.00 to guarantee possession and contract representations, as well as execute a written possession agreement providing for daily liquidated damages of \$100.00, after the seventh day Seller agrees to reimburse Purchaser~~

~~the interest on Purchaser's mortgage from date of closing, until delivery of possession.~~

~~No Landlord-Tenant Relationship shall exist.~~ *The entire premises shall be delivered vacant and broom clean at closing.*

13. The parties hereto hereby covenant and represent the following to be their true and accurate Federal Identification or Social Security numbers.

14. The premises are to be sold subject to the following tenancies: NONE

15. Supplementary Paragraph 16b: In the event a certificate of occupancy, if so required, has not been issued for the premises or any alterations or additions, Seller shall have the option of canceling the contract and returning purchasers down payment, or obtaining same.

16. The Purchaser agrees that in the event the mortgage is approved in an amount less than requested in paragraph six of this rider to contract, that the Seller shall have the option to reduce the purchase price by an amount equal to the shortage, and in such event the Purchaser shall then be obligated to accept the mortgage as offered and the contract of sale shall thereafter no longer be contingent upon the Purchaser obtaining a mortgage commitment.

17. Purchaser shall have the right to reinspect the premises no more than 48 hours prior to the closing.

18. If closing takes place outside of Nassau, Suffolk, Kings or Queens counties, then Purchaser shall pay Seller's attorney a travel fee of \$250.00.

19. Purchaser, at his own cost and expense, shall have the right, within ten (10) days after Purchaser's attorney receives a fully executed copy of this Contract, of having the premises inspected for the purpose of determining the existence of lead-based paint. Purchaser acknowledges that Purchaser has received a copy of the pamphlet "Protect Your Family From Lead in Your Home," a copy of which is annexed hereto and made a part hereof. A copy of the inspection report must be sent to Seller's attorney within five (5) days after the inspection. If the inspection reveals unacceptable amounts of lead-based paint in the premises, Seller shall have the option, at Seller's own cost and expense, to (a) remove said lead-based paint, in which event Purchaser must consummate this Contract, or (b) canceling this Contract by returning the downpayment. In the event Seller elects to cancel the Contract, Purchaser may waive this provision and proceed with the Contract notwithstanding such condition. If Purchaser does not have the Premises inspected or does send Seller's attorney a copy of the inspection report within the time periods provided herein, Purchaser shall lose Purchaser's rights under this paragraph and must consummate the Contract even if lead-based paint exists in the Premises and Seller shall be under no obligation to correct the condition.

20. In the event any violations exist on the premises, and the cost to remove same shall exceed **\$5,000**, then Seller shall have the option to either cure said violations, or cancel the contract and refund the Purchaser's down payment.

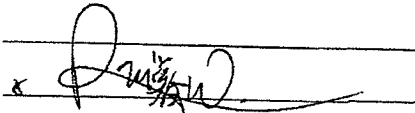
21. If Purchaser defaults under this contract, Seller as their sole remedy shall be entitled to declare this contract null and void and to receive from escrow agent and to retain all sums paid by Purchaser hereunder as liquidated damages, whereupon this contract shall terminate and neither party shall have any further claim the other. If the down payment received by the escrow agent is less than ten (10%) percent of the purchase price, Seller shall be entitled to receive ten (10%) percent of the purchase price, said sum to be included above the down payment, as liquidated damages, it being agreed that Seller's damages in case of Purchasers default might be impossible to ascertain and that the ten (10%) percent constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty. Purchaser consent and agree that Seller's attorney may represent the Sellers in any court action between the parties.

22. Purchaser shall be responsible to pay the RPT filing fee at closing.

23. The Contents of this e-mail are for negotiation purposes only. Nothing contained herein shall be deemed create a binding obligation on any party for any purpose until and unless reduced to writing and physically executed by the party to be charged and delivered to the other party.
24. If any provisions of this Rider conflict with the printed contract or if there are any inconsistencies between the Rider to Contract and Contract, the Rider shall prevail.



SS# \_\_\_\_\_



SS# \_\_\_\_\_

SS# \_\_\_\_\_

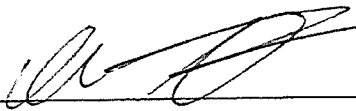
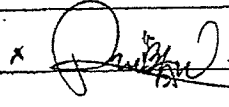
SS# \_\_\_\_\_

\_\_\_\_\_



Property Condition Disclosure Rider

- a. For transactions not exempt under Article 14 of the Real Property Law, the Seller hereby declares its intention to not deliver a Property Condition Disclosure Statement. The Purchaser shall receive a credit at closing of \$500.00. The Purchaser shall not receive this credit however if no closing actually takes place or the transfer of title is not completed for any reason.
- b. If a disclosure form has already been provided to the Purchaser, the Seller hereby serves notice that although the representations and statements contained therein are made to the best of Seller's knowledge, such representations and or statements may not be accurate. The seller will not provide a revised disclosure form. By the acceptance of a \$500.00 credit at closing, the Purchaser waives any failure or misrepresentation whether or not knowing or willful on the part of the Seller.
- c. Purchaser is specifically advised not to rely on any statements contained in the disclosure form purchaser may have received. The purchaser acknowledges that it has either conducted a full home inspection by a professional of Purchaser's choice or that Purchaser waives the right to have a home inspection conducted after having been given full opportunity to do so, prior to contract.
- d. In no event shall Seller be liable to Purchaser for any damages suffered by Purchaser in excess of \$500.00, represented by the \$500.00 credit referred to in paragraph (a) above, nor shall purchaser be entitled to make any claims for rescission or cancellation of this contract.
- e. Any action based upon the obligation of Seller under Article 14 of the Real Property Law shall be commenced within ninety (90) days of the date of closing, which shall be the agreed limitation date governing this transaction.

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

LEAD-BASED PAINT INSPECTION CONTINGENCY AND DISCLOSURE  
ADDENDUM TO CONTRACT OF SALE

This addendum is made a part of the agreement (Contract of Sale) dated \_\_\_\_\_  
between \_\_\_\_\_ (Seller) and \_\_\_\_\_  
\_\_\_\_\_ (Purchaser), for property located  
at \_\_\_\_\_

In the event any provision of this Addendum conflicts in whole or in part with the terms of the Contract of Sale, the provisions of this Addendum shall control.

1. **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 NERUROLOGICAL DAMAGE, INCLUDING-LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POESE A PARTICULAR THREAT TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPER'TY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENT OR INSPECTIONS IN TILE SELLERS 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.
2. Sellers Disclosure(Seller Initial).

(a) Presence of lead-based paint and/or lead-biased paint hazards(check one below):

\_\_\_\_\_

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

\_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing, however due to the age of the property, seller suspects it may contain lead-based paint and/or lead-base paint hazard.

(b) Records and reports available to Seller (check one below):

Seller has provided Purchaser with all records and reports (which were available to Seller) pertaining to lead-based paint and/or lead-based paint hazards in the housing(list of documents)

\_\_\_\_\_

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

3. **Lead-based paint Inspection Contingency.** If the property was constructed prior to 1978 and includes a residential dwelling designated as "target housing" by EPA regulations at 490CFR 745.103, then the Contract of Sale is made contingent upon Purchaser's right to undertake a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's expense. Purchaser elects the following. (check one below)

Within ten (10) days after the effective date of the Contract of Sale, Purchaser may have the property inspected for the presence of lead-based paint and/or lead-based paint hazards, including undertaking a risk assessment. If lead-based paint or lead-based paint hazards are present, Purchaser may terminate the Contract of Sale by giving Seller written notice twelve (12) days after the effective date of the Contract of Sale.

4. Purchaser's acknowledgment (purchaser initial).

\_\_\_\_\_ (a) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (b) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

Purchaser has (check (c) or (d) below):

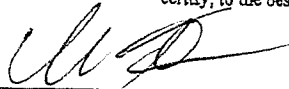
\_\_\_\_\_ (c) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards; or


\_\_\_\_\_ (d) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

5. Agent's Acknowledgment (agent initials).

\_\_\_\_\_ Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

6. Certificate 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

  
\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

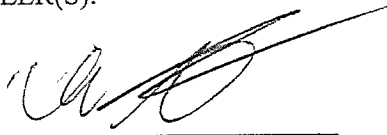
**SUPPLEMENTAL RIDER TO CONTRACT OF SALE**

**DATE:** February , 2021  
**SELLER(S):** Creek Homes Inc.  
**PURCHASER(S):** Rui Wang  
**PREMISES:** 1663 Powers Avenue, East Meadow, NY 11554

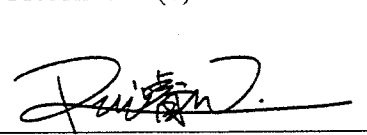
---

1. If any terms of this Supplemental Rider conflicts with any terms of the Rider and printed portion of the Contract, the terms of this Supplemental Rider shall govern.
2. Seller shall complete following items prior to closing:
  - 1) Install handrail for all staircases;
  - 2) Install brand new appliances and roof. Seller shall provide brand new roof manufacture warranty to Purchaser at closing;
  - 3) Install kitchen exhaust pipes vent leading outside;
  - 4) Trim the trees in the backyard;
  - 5) Replace broken window screen in the living room;
  - 6) Replace broken sheetrock/drywall of the ceiling near the attic on the second floor;
  - 7) Sheetrock the basement ceiling and cover up all exposed piping and wires;
  - 8) Install laminate wood flooring for basement;
  - 9) Install baseboard heating in basement;
  - 10) Obtain Certificate of Compliance and /or Certificate of Occupancy for finished basement;
  - 11) Polish and apply polyurethane (semi- glass) on the wood floor, two coating paint and color chosen by Purchaser;
  - 12) Clean up any cracks around the foundation and patch holes in the foundation with dry rock cement.
  - 13) Replace the fiberglass insulation by applying foam insulation on foundation wall and sheetrock and close up wall.
3. Purchaser shall have an option to conduct a home inspection prior to scheduling a closing.

**SELLER(S):**

  
\_\_\_\_\_  
Creek Homes Inc.

**PURCHASER(S):**

  
\_\_\_\_\_  
Rui Wang