

RESIDENTIAL CONTRACT OF SALE

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. (11/00)

CONSULT YOUR LAWYER BEFORE SIGNING THIS CONTRACT.

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.

WARNING: PLAIN LANGUAGE. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

CONTRACT OF SALE made as of August 24, 2021 between
KEVIN BROWNE AND FRANCINE BROWN
Address: 3208 Harvest Road, Wantagh, New York 11793

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

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

The parties hereby agree as follows:

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

Street Address: **3208 HARVEST ROAD, WANTAGH, NEW YORK**

Tax Map Designation: **Section 56 Block 465 Lot 13**

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

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

all in "as is" condition as currently exists.

Excluded from this sale are furniture and household furnishings and

3. Purchase Price. The purchase price is \$ 679,000.00
payable as follows:

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

\$ 33,950.00

(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:

\$ 645,050.00

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

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

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

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

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

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

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

~~(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ _____ for its preparation.~~

~~(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$ _____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at **CHASE BANK**

Address: **Great Neck, New York**

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n) **non** interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of

objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

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

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

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

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

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

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

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

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

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$ 500.00 ; and

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

8. Mortgage Commitment Contingency. *(Delete paragraph if inapplicable. For explanation, see Notes on Mortgage Commitment Contingency Clause.)*

(a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 45 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$645,050.00 for a term of at least years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date, Purchaser may cancel under subparagraph 8(e) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason. *Due to PURCHASER'S ACTIONS OR OMISSIONS*

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

(c) *(Delete this subparagraph if inapplicable)* Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the

terms and conditions set forth in subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).

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

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

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

(g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.

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

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

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

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

- (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;
- (b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;
- (c) Encroachments, **provided same do not render title uninsurable**, of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;
- (d) Real estate taxes that are a lien, but are not yet due and payable; and
- (e) The other matters, if any, including a survey exception, set forth in a Rider attached.

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

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

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

- (i) The Premises abut or have a right of access to a public road;
- (ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
- (iii) Seller is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
- (iv) The Premises are not affected by any exemptions or abatements of taxes; and
- (v) Seller has been known by no other name for the past ten years, except

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

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

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

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

14. Closing, Deed and Title. (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a **bargain and sale with covenant against grantor's acts** deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

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

15. Closing Date and Place. Closing shall take place at the office of **TBD** At TBD o'clock on or **about 45 days from the date of contract** or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of Seller'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 date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a **single** family dwelling at the date of Closing.

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

(d) The delivery of the Premises and all buildings(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises. **INCLUDING SPRINKLER SYSTEM, IF ANY**

(e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the buildings(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing. **AND ROOF FREE OF LEAKS**

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

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

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate

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

SELLER TO PAY NYS TRANSFER TAX

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

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

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

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

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

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

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

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

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

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

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless

cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

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

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

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

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

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

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

(c) with respect to ¶7(b) or ¶20, sent by fax to the party's attorney. Each Notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail. (d) electronic mail, except for default notices.

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 real estate broker in connection with this sale other than **PREMIUM GROUP REALTY AND REALTY CONNECT USA**

("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

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

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

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

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

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

Continued on addendum or rider attached hereto.

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

Lauren Andriano

LAUREN ANDRIANO, Purchaser

KEVIN BROWNE, Seller

Francine Browne
Social Security No./Fed. I.D. No.

FRANCINE BROWNE, Seller

Social Security No./Fed. I.D. No.

Social Security No./Fed. I.D. No.

Attorney for Seller: **Karen L. Kuncman, Esq.**

Address: **P.O. Box 2214**

Great Neck, New York 11022

Tel.: **(516) 286-3619** Fax:

Email: Karen.Kuncman@gmail.com

Attorney for Purchaser: **Michael Moberg, Esq.**

Moberg Law Group

Address: **150 Broadhollow Road, Suite 320**

Melville, New York 11747

Tel.: **(631) 923-1840** Fax:

Email: Michael@Moberglaw.com

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

Karen L. Kuncman, Esq.

RIDER TO CONTRACT OF SALE

PREMISES: 3208 Harvest Road, Wantagh, New York

SELLER: Francine Browne and Kevin Browne

PURCHASERS: Lauren Andriano

DATED: August 24, 2021

In the event of any inconsistencies between the provisions of this Rider and the provisions of the printed form to which it is annexed, the provisions of this Rider shall govern and be binding. This Rider and the form to which it is annexed are collectively referred to herein as the "Contract."

1. The down payment shall be paid to Karen L. Kuncman, as attorney for Seller, who shall retain the down payment in escrow in an IOLA account until closing or until the Contract is cancelled pursuant to the terms of this Contract, or until default by Purchasers. In the event of a dispute as to who is entitled to the down payment, Seller's attorney may continue to hold the down payment unless otherwise directed by written instructions signed by all parties to this Contract, or final judgment of an appropriate Court. Seller's attorney shall have the right at any time to deposit the down payment with the Clerk of the Supreme Court of the county in which the property is located. Upon giving written notice of such deposit to the Sellers and Purchasers, Sellers' attorney shall be relieved of and discharged from all obligations responsibilities as Escrow Agent. It is expressly understood and acknowledged by the parties hereto that the Escrow Agent is also acting as counsel to Sellers in connection with this transaction. Accordingly, the parties agree that in any proceeding commenced against by or against the Sellers, Sellers attorney or assigns in connection with this transaction, the Escrow Agent shall be entitled to represent the Sellers, Sellers agents or assigns in such action or proceeding. It is expressly understood that the Escrow Agent acts as an accommodation to the Sellers and the Purchasers and as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with him, or for the form of execution of said instruments, or for the identity, authority or right of any person executing or depositing same, or for the terms and conditions of any instrument pursuant to which the Escrow Agent of the parties may act.
2. If the Purchaser fails to close title in accordance with this agreement through no fault of the Seller, this agreement shall be deemed terminated and all deposit money paid hereunder shall be retained by Seller as liquidated damages as covered in full satisfaction of any claims Seller may have hereunder, as Sellers sole remedy. In such event, Purchaser authorizes Seller to place property back on the market and release any claim they may have against the property.
3. The parties agree that this Contract may be amended and time periods extended by written agreement signed by the parties or their attorneys and, if any amendments or extensions of time are signed by the attorneys, they shall be binding upon the parties as if the parties had signed the same.
4. Supplementing paragraph 16(e), in the event any appliance is not in working order at the time

- of closing, Seller shall credit purchaser a maximum of \$250 per non-working appliance.
5. Any objections or exceptions to title must be furnished in writing^{*} to the Seller's attorney at least ten (10) days prior to the closing of title. If any such objections or exceptions cannot be cleared by the Sellers by the date fixed by for the title closing, then the Sellers shall be entitled to a reasonable adjournment of closing for the purpose of clearing same.
~~* DELIVERY OF TITLE REPORT TO SELLER'S ATTORNEY SHALL CONSTITUTE WRITTEN NOTICE~~
 6. Supplementing Paragraph 8 of the printed form of the Residential Contract of Sale entitled "Mortgage Contingency", it is hereby agreed as follows:
 - a. Under no circumstances shall the sale or lease of Purchaser's property, whether residential or commercial, be deemed a condition precedent to their obligations under the Contract, whether or not incorporated into a mortgage commitment, and for the purposes of this Contract, a commitment containing such a condition shall be deemed unconditional.
 - b. Insofar as this Contract contains a financing contingency that allows the Purchaser to cancel this Contract and receive a refund of their down payment if they do not receive a mortgage commitment, the Purchaser makes the following representations to induce the Seller to execute this Contract, knowing that the Seller is relying thereon:
 - i. They have never filed a Petition in Bankruptcy.
 - ii. To the best of their knowledge, they have no judgments filed against them of any kind.
 - iii. That subject to the mortgage contingency herein, they have, or will have, sufficient funds to complete this transaction, including all closing costs.
 - c. Seller is under no obligation to make any repairs, alterations or improvements to the premises that may be contained in the Purchaser's mortgage commitment. In the event the Purchaser's mortgage commitment contains such a condition, Seller shall have the option of making such repairs or refund the Purchaser's down payment. Should Purchaser choose to proceed with the closing and make the repairs Seller shall not cancel the contract of sale.
 - d. In the event that the Purchaser's mortgage application is denied, a copy of the denial letter from the lending institution will be submitted to the Seller's attorney on or about three (3) business days from date of receipt.
 7. The following, if existing at the premises, do not apply to Paragraph 16(b) and are accepted AS IS: decks, above-ground pools, stoops, awnings, retaining walls, finished basements (including but not limited to any heating, plumbing and electrical therein as well as bathrooms and kitchens), basement bathrooms, apartments, interiors alterations, fireplaces, fences carports, patios, stoops, driveways, overhangs, screened in rooms or porches, garage conversions, central air conditioning/units, cellar entrances and sheds. In the event any one or more of the preceding become an impediment to Closing, then Seller, at its option, may remove same without an allowance or abatement of the Purchase Price, in which case Purchaser will proceed to close.

If any of the structures or improvements applicable to Paragraph 16(b) were constructed prior to the requirement of a certificate of occupancy by the municipality in which the premises lie, and no certificate of occupancy or other evidence of legality exists for the premises, the Seller shall request a letter from the applicable building department (if the municipal building department issues same) to the effect that its records reflect that said building or improvement was erected prior to the date a certificate of occupancy was required.

In no event, however, shall Seller be required to take any action, incur any cost or expense, or bring variance proceedings or change of zoning proceedings, if same be necessary, to secure any of the aforesaid certificates or letters. If Seller elects to legalize any matters for which Seller might be responsible for hereto, Purchaser, at the request of Seller, will promptly provide Seller with a new survey of the premises, at Purchaser's costs and expense.

In the event that the Seller is or becomes unable or unwilling to obtain any Certificate of Occupancy, certificate of completion, permit, letter in lieu, permit or the like, then either party has the option to cancel this contract and return to Purchaser its Downpayment and neither party shall have any further rights as and against the other. Notwithstanding the preceding, Purchaser may accept the premises without Seller providing said certificates or letters, and without an abatement or reduction in the purchase price.

8. In the event that there are any defects of title, the Sellers shall not be required to bring any action proceeding or to otherwise incur any expense whatsoever to render title insurable or marketable other than to satisfy liens in liquidated amounts in excess of \$2,500.00. The Purchaser shall not refuse title if the title company is willing to issue affirmative insurance against the enforcement of such defect of title. If there be a defect in title the title company refuses to issue affirmative insurance, the Purchasers shall have the privilege to waive any defects and accept such title as the Sellers are able to convey, without any abatement or diminution in the purchase price or cancel the Contract. If the Purchasers, however, shall refuse to waive any defect, Sellers may rescind this Contract by returning the Purchasers down payment paid on signing this Contract. Upon return of those funds, all further liability on the part of the Sellers shall cease and this Contract shall become null and void and be of no further force and effect.
9. All notices required or permitted under this Contract shall be forwarded by first class mail, electronic mail or telefax as follows:

To the Seller: Karen L. Kuncman, Esq.
P.O. Box, #2214
Great Neck, New York 11022
Phone - 516-286-3619
Karen.Kuncman@Gmail.com

To the Purchasers: Michael Moberg, Esq.
Moberg Law Group
150 Broadhollow Road, Suite 320
Melville, New York 11747
Phone - 631-923-1840
Michael@moberglaw.com

The parties agree that the date of postmark, electronic mail or telefax confirmation of any notice require under this Contract shall be deemed the date notice was given.

10. This Contract may not be assigned by the Purchasers without the written consent of the Sellers.

11. The parties agree that they have read this Contract and riders in their entirety and that they fully understand same. They further represent that they have been represented in connection with this transaction by an attorney of their choice and have fully discussed all of the terms and conditions of this Contract with their attorney and, thus, hereby waive any rights they may have under General Obligations Law Section 5-702, more commonly known as The Plain Language Law.
12. The acceptance of the deed by Purchaser shall be deemed full compliance of all the terms of this Contract and shall survive the delivery of the deed, except as shall be specifically provided in writing to survive the closing.
13. Purchasers have examined the premises, including all improvement thereon, are familiar with the physical condition thereof. Except as stated in this Contract, Sellers have not made, nor do not make, any representations regarding the premises or its physical condition, zoning, sub-surface, soil conditions, water, value, character and quality of land or neighborhood, or any other matter or thing relating to the premises. Purchasers acknowledge that no such representations have been made and further acknowledge that they have inspected the premises, are satisfied with their condition, and agree to take same at the time of Contract, reasonable wear and tear excepted. Sellers shall not be liable or bound in any manner by express or implied warranties, guarantees, promises, statements, representations, or information pertaining to the premises, made or furnished by any broker, agent, employee or other person representing or purporting to represent Sellers, unless such warranties, guarantees, promises, statements, representations or information are set forth herein. The acceptance of a deed by Purchasers shall be deemed to constitute full performance and discharge of every agreed obligation on the part of Sellers hereunder except as provided herein. All understandings and agreements are merged in this Contract which is entered into after full investigation by Purchasers and neither party relies upon any statement or representation of the other which is not embodied herein.
14. This Contract shall not be effective unless and until it has been executed by both Purchasers and Sellers and fully executed copies have been exchanged between the parties and their attorneys.
15. Under no circumstances shall Seller be obligated to expend any money for any Certificates of Occupancy. Seller shall not be obligated to obtain any variances or undergo any zoning.
16. Purchaser represents that this Contract is not contingent upon the sale of another Premises including a Cooperative Unit. Seller is relying on this as material inducement to enter into this Contract. Any mortgage commitment that contains said condition shall be deemed firm and not subject to this condition.
17. The Purchasers shall not record this Contract nor any memorandum thereof. If the Purchasers shall violate this provision, this agreement, at the option of the Sellers become null and void, and all of the rights of the Purchaser hereunder shall thereupon cease and terminate.

18. Sellers represent that the house has at least one smoke detector and carbon monoxide detector, which shall be included in the sale. Sellers represent that closing or possession, the smoke detectors shall be in working order. Notwithstanding any provision of Executive Law Section 378, the parties agree that Seller's obligations regarding the smoke detectors shall be limited to ensuring that the smoke detectors are in working order at closing or possession, whichever occurs later. Sellers make no representations or assume any responsibility regarding the smoke detectors after closing or possession. Purchasers hereby waive any rights they may have under Executive Law Section 378 as against the Sellers and accept the representations made in this paragraph as consideration for that waiver.
19. The Parties represent to each other that they have not dealt with any broker other than **PREMIUM GROUP REALTY AND REALTY CONNECT USA**, which Seller agrees to pay pursuant to a separate agreement. These representations shall survive delivery of the deed hereunder. Breaching party agrees to indemnify the non-breaching party against and hold harmless of any form any and all damages, costs, or expenses (including reasonable attorneys' fees) incurred by non-breaching party as a result of any claim raised by or damages awarded to any broker by reason of breaching party's acts arising out of or in connection with this agreement.
20. Purchasers agree that the balance of funds to be paid at closing in excess of \$1,000.00 shall be paid by certified or bank check drawn to the order of Sellers and drawn on a New York institution.
21. The parties acknowledge that their rights and obligations in the event of fire or other casualty, loss or eminent domain taking shall be governed by the Uniform Vendor and Purchasers Risk Act (General Obligations Law Section 5-1311).
22. Sellers shall comply with Article 31-B of the New York State Tax Law and deliver evidence of compliance at the closing. If required, Purchaser shall deliver a transferee affidavit to Sellers within five days' request. At the closing, Seller shall, as a condition to closing, execute and deliver to Purchasers an Affidavit of Non-foreign status pursuant to Section 1445 of the Internal Revenue Code.
23. If two or more person are named as Purchasers or Sellers, any one of them is hereby made agent of for the other in all matters of any and every kind or nature affecting the premises or this agreement, except the initial execution of this Contract. The use of the singular shall include the plural and vice versa in this agreement.
24. Seller shall have the option of remaining in possession of the Premises subsequent to the closing of title for up to a period of five (5) days. Seller shall pay the Purchaser's per diem mortgage and real estate taxes for the period of time Seller is in possession subsequent to closing. Seller's attorney shall hold the sum of \$2,500.00 in escrow which shall be released upon delivery of the Premises to the Purchaser. In the event Seller does not deliver the

Premises after the 7-day period, there shall be a per diem penalty of \$~~15~~50.00.

25. Should Seller have a real estate property assessment proceeding for the reduction of real estate taxes that is of financial benefit to the Purchaser, Purchaser agrees to assume the responsibility for the assumption of the contract. This provision shall survive closing.
26. In completion of the Property Condition Disclosure Act (PCDA), effective March 1, 2002, Real Property Law Article 14, including but not limited to Sections 461m 463, 464, 465, 466 and 467, the Sellers and the Purchasers herein agree and represent that the Sellers has/have opted out of providing a PCDA Disclosure Form and Questionnaire, also known as the Property Disclosure Statement. Sellers shall provide Purchaser with a \$500.00 credit at closing in lieu of providing same and this sale of real property is deemed AS IS.
27. COUNTERPARTS: This contract may be executed in counterparts (including via facsimile and pdf), each of which shall be deemed an original and which together shall constitute one and the same.

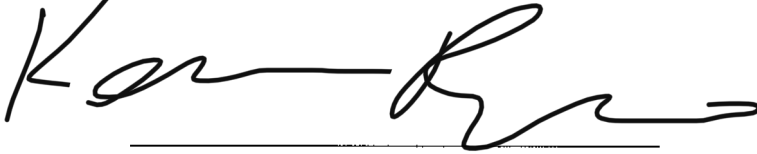
[Signatures to follow on the next page]

SELLER:



FRANCINE BROWNE

SS#



KEVIN BROWNE

SS#

PURCHASER:

DocuSigned by:



79413089ABA5467...

LAUREN ANDRIANO

SS#

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based 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.

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

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

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

DS

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
 (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
 (e) Purchaser has (check one below):
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller

8/20/21 Date

Seller

8/20/21 Date

Agent Signed by:

Date

Agent

Date

Lauren Andriano

8/18/2021

Purchaser

Date

Purchaser

Date

79413089ABA5467

PURCHASER'S RIDER TO CONTRACT

PREMISES: 3208 Harvest Rd., Wantagh NY

SELLER(S): Browne

PURCHASER(S): Andriano

DATE: August 24 2021

If any portion of this rider shall conflict with the Contract of Sale or previous rider, this rider shall govern.

1. Any personal property contained herein is listed as a convenience to the parties and not for any additional consideration.
2. Both Seller and Purchaser agree that the "on or about" closing date is a target date and that the Contract does not "expire" on that date. "Time of the Essence" may not be declared by either party until at least 30 days after the on or about closing date.
3. Counterpart Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including DocuSign, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
4. Supplementing paragraph 3 of the Contract, in addition to (and in no way in limitation of) those permitted title exceptions set forth in this Contract, Purchaser shall also take title to the Premises subject to (all to the extent same do not render title unmarketable and are not violated):
 - h. shrubbery and fence encroachments, if any; provided not more than 12 inches and no out of possession exception is raised in the title report.
5. The Seller shall ensure that as of the date of closing there shall be an operational smoke detector / carbon monoxide detectors.
6. The Seller represents that this is not a short sale.
7. Pursuant to Real Property Law Section 265-a and RPAPL section 1303, the seller confirms that he/she is not in default of mortgage or in foreclosure.
8. The premises and the grounds shall be maintained by the seller until the closing.
9. The following Seller representations shall be added, *to the best of their knowledge*:

- a) Seller has no knowledge of, nor has the Seller received any written notice of pending litigation affecting the subject premises;
- b) Seller has no knowledge of, nor has the Seller received any written notice of pending increase in the property tax assessment affecting the subject premises;
- c) Seller has not received any written notice of, the existence of any toxic or hazardous materials, on the within premises, as the same may be defined in applicable federal, state or local laws, rules and regulations, regulating environmentally hazardous substances (Environmental Laws) and Seller has not placed on the premises, nor will the seller place on the premises prior to closing, any substances or substances which would constitute a violation of any one or more Environmental Laws; and
- d) The Seller represents that no underground fuel tanks exist on the premises
- e) The Seller represents that there are no open building permits

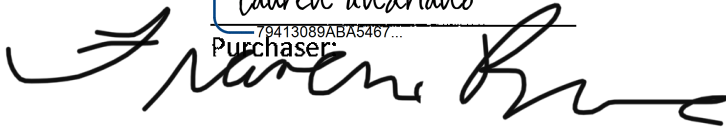
10. Seller shall repair or cause to be repaired in a workmanlike manner any and all damage (other than minor screw holes or nail holes) caused by the removal of any items or personal property excluded from this sale pursuant to Paragraph 2 of the printed form of this contract including, but not limited to the floors, wall and ceiling

This excludes reasonable wear and tear

DocuSigned by:

Lauren Andriano

79413089ABA5467...
Purchaser:



Seller:

Purchaser:



Seller: