

**JOHN A. TESTAIUTI**

**ATTORNEY AT LAW**

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June 23, 2021

**Via Email Only**

Theresa A. Kelly, Esq.  
1 Huntington Quadrangle, Suite 4S01  
Melville, New York 11747

**Re: Paul to Romero Ortiz & Kuffo Briones**  
**Premises: 19 East Valley Stream, Valley Stream, New York**

Dear Ms. Kelly:

I am pleased to enclose a fully executed Contract of Sale for the above referenced transaction. Your clients' check in the amount of \$20,000.00 has been deposited into my IOLA account. Kindly keep me apprised of the status of the purchaser's mortgage application.

Please do not hesitate to contact me should you require any additional information. We look forward to seeing you at the closing.

Very truly yours,

*John A. Testaluti*  
John A. Testaluti

By: Alexandra Tejada  
Legal Assistant

JAT/at  
Encl

WILMER L. ROMERO ORTIZ  
601 W 162ND ST., APT. 3E  
NEW YORK, NY 10032-5656

1-2692  
210  
3580353105

256

DATE 6/15/2021

PAY TO THE  
ORDER OF

John A. Testa Jr, Esq. as attorney

\$ 20,000.00

Twenty Thousand

DOLLARS



Security Features  
Included  
Details on Back

CHASE

JPMorgan Chase Bank, N.A.  
New York, New York 10017  
www.Chase.com

MEMO

Chaser Paul/Gale

Wilmer Romero

MP

⑆021000021⑆

3580353105⑆0256

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.

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT**

**WARNING:**

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

**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 JUN 13 2021

**BETWEEN CHESTER PAUL**

Address: 19 EAST VALLEY STREAM BOULEVARD, VALLEY STREAM, NEW YORK 11580

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

hereinafter called "Seller"

And **WILMER ROMERO ORTIZ & DIGNA KUFFO BRIONES**

Address:

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

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. 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:

**19 EAST VALLEY STREAM BOULEVARD, VALLEY STREAM, NEW YORK 11580**

Tax Map Designation:

Sec: 37 Blk: 116 Lot: 114

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.

**PERSONAL PROPERTY:**

2. 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, chandeliers, lighting and cooking fixtures, bathroom and kitchen cabinets, 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, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (*strike out inapplicable items*).

**Only to the extent same exist on premises, only as specified above, and only as per MLS Listing all in "AS IS" condition.**

Excluded from this sale are furniture and household furnishings and

**PURCHASE  
PRICE:**

3. The purchase price is payable as follows: \$520,000.00
- (a) on the 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 "Downpayment"); \$ 20,000.00
- (b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed; \$
- (c) by a purchase money note and mortgage from Purchaser to Seller; \$
- (d) balance at Closing in accordance with paragraph 7: \$500,000.00

**EXISTING  
MORTGAGE:**

4. (*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 ("Institutional Lender"), 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.

**PURCHASE  
MONEY  
MORTGAGE:**

5. (*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 its 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.

DOWNPAYMENT  
IN ESCROW:

6. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at  
**Citibank, N.A. Non interest bearing IOLA**

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 (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 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 country 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, 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 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 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 and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

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

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

ACCEPTABLE  
FUNDS:

7. 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 not less than 3 business days notice 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 \$

; and

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

MORTGAGE  
CONTINGENCY:

8. *(Delete if inapplicable)* The obligations of Purchaser hereunder are conditioned upon issuance on **or B/F 45 Days from contract date**, (the "Commitment Date") of a written commitment from any 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 **\$468,000.00** 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 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. Purchaser shall (a) make prompt application to an Institutional Lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members 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 to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a 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.

PERMITTED  
EXCEPTIONS:

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

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

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

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

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

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

GOVERNMENTAL  
VIOLATIONS AND  
ORDERS:

10. (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. (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.

GOVERNMENTAL  
VIOLATIONS AND  
ORDERS:

12. 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(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. Seller shall give and Purchaser shall accept such title as

**Any licensed NY State Title Insurance Company**

shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. (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 & Sale Deed 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 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 shall take place at the office of

at **11 a.m. O'clock on or about July 20, 2021** or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of

16. 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 buildings) and all of the other improvements located on the property authorizing their use as a

**ONE-FAMILY** dwelling at the date of Closing.

(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 3 1-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 a 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 certified 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 the purchase price a sum equal to 100% 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 buildings) 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 buildings) located on the property and all appliances which are included in this sale being in working order as of the date of Closing and the roof shall be free of leaks. Seller's liability shall be limited up to \$100.00 per non-working appliance only.

(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 a condition of recording the deed.

17. 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.

18. (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. 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. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon 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. (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 attorneys) 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. 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. (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. 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. 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.

26. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignments) made without such consent shall be void.

27. 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 **PREMIUM GROUP REALTY**

("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. (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.

DocuSigned by:

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

*Chester Paul*  
427905180XAB5168  
CHESTER PAUL  
SELLER

*Wilmer Romero*  
WILMER ROMERO ORTIZ  
PURCHASER

*Digna Kuffo*  
DIGNA KUFFO BRIONES  
PURCHASER

Attorney for Seller:  
JOHN A. TESTAUTI, ESQ.

Address:  
172 MERRICK ROAD  
MERRICK, NEW YORK 11566

Tel. (516) 771-3500

Fax (516) 771-7555

Attorney for Purchaser:  
THERESA A. KELLY, ESQ.  
EISENBERG MARGOLIS & MALDONADO, PLLC

Address:  
1 HUNTINGTON QUADRANGLE, STE. 4S01  
MELVILLE, NEW YORK 11747

Tel.: 516-294-9400

Fax:

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

*Escrowee*

## CONTRACT OF SALE

Title No. \_\_\_\_\_

DISTRICT  
SECTION  
BLOCK  
LOT  
COUNTY

STREET ADDRESS \_\_\_\_\_

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

**PREFERRED ABSTRACT CORPORATION**

ONE OLD COUNTRY ROAD  
CARLE PLACE, NEW YORK 11514  
(516) 294-6460 FACSIMILE (516) 294-1334

RIDER TO CONTRACT OF SALE

DATED ~~MAY~~ <sup>JUNE 22<sup>nd</sup></sup> 2021:

CHESTER PAUL, SELLER  
AND  
WILMER ROMERO ORTIZ  
& DIGNA KUFFO BRIONES, PURCHASERS

FOR THE PREMISES:  
19 EAST VALLEY STREAM BOULEVARD, VALLEY STREAM, N.Y. 11580

29. This Rider is intended to be, and is hereby made, a part of this Contract. Terms defined elsewhere in this Contract shall have the meanings ascribed thereto when used in this Rider. In the event of any inconsistencies or conflicts between the provisions of the printed portion of this Contract and this Rider, the provisions of this Rider shall prevail.

30. Said PREMISES are sold subject to any state of facts an accurate survey would show provided same would not render title unmarketable; minor variations between fences or hedges and record lines shall not be considered to render title unmarketable. Said premises are also sold subject to restrictive covenants, easements, agreements, and reservations, if any, of record, not violated by the existing structures or present use thereof.

31. This contract is subject to and conditioned upon purchaser obtaining a commitment for a conventional, FHA or VA mortgage loan for a term of 30 years at the prevailing rate of interest, in the sum of \$468,000.00 the proceeds of which mortgage are to be used on account of the payment of the purchase price as herein provided. Such mortgage shall be obtained by the purchasers at their own cost and expense, and the purchaser hereby agrees to immediately make diligent, truthful and proper application for said mortgage and to furnish all information and records that may be required for said application. The purchaser shall have until not later than FORTY FIVE (45) DAYS FROM DATE THAT PURCHASERS' ATTORNEY RECEIVES A FULLY EXECUTED CONTRACT OF SALE to obtain a firm commitment for such mortgage. If, without fault, on his/her part the PURCHASERS are unable to obtain a mortgage, as provided for herein by this date, PURCHASERS may elect to cancel this contract by giving written notice to the SELLERS' attorney indicating the purchaser's inability to obtain such a mortgage. If mortgage to which this contract is subject is not approved in the amount set forth above but is approved for lesser amount, the Seller shall have the option to reduce the purchase price by the same amount as the mortgage has been reduced, and thereupon the purchaser will accept the mortgage in such reduced amount and will complete the sale at such reduced price. SELLER may likewise elect to terminate this Contract after the date above set forth if PURCHASERS shall have failed to obtain a mortgage loan commitment by giving written notice to PURCHASERS' attorney. Upon such notice given, the down payment paid hereunder shall be returned to the purchaser and thereupon this contract shall cease and terminate without further liability on the part of either party to the other. In the event PURCHASERS shall elect to terminate this Contract they shall provide to SELLERS' attorney either written verification from the lender denying their application for such loan containing the basis for such denial or if no denial shall have been issued a letter from said institution setting forth the date of such application and the reason that the institution has failed to act upon the application herein referenced. A commitment which contains language requiring PURCHASERS to sell their present residence or other real estate or otherwise liquidate existing credit obligations shall be deemed a "firm" mortgage commitment. ~~Should this contract be cancelled do to purchaser's inability to obtain a mortgage commitment Sellers attorney is authorized to deduct \$275.00. from purchaser's down payment for preparation of the contract of sale.~~

31(A). Application for the mortgage loan shall be made within seven (7) <sup>business</sup> days from the date that the PURCHASERS attorney receives a fully executed contract of sale. Failure to make said application within the seven (7) day period indicated shall be deemed a material breach of this contract. Immediately upon receiving notice of rejection of the Purchaser's mortgage application, the Purchaser, shall be obligated to make a further good faith mortgage application to another lending institution, and the time to obtain a mortgage commitment will be extended accordingly.

31(B). For the purposes of this Contract, Seller(s) may reject a mortgage commitment which by its terms is subject to the verification of employment, income verification, verification of bank balances, ~~and or a favorable appraisal~~; as satisfying the mortgage contingency provisions of this Contract until the lending institution issuing such commitment shall have removed such conditions therefrom within the time period prescribed for obtaining a mortgage commitment in this Contract of Sale.

31(C). Purchaser(s) represent that <sup>to the best of their knowledge</sup> they know of no reason why their credit is insufficient to warrant the granting of the mortgage more particularly set forth above and that they have no judgments(s) and or tax warrants against them, nor have they ever been adjudicated as a bankrupt (including but not limited to a Chapter 13 filing and or a Chapter 7 filing). Purchaser(s) represent their annual income is sufficient to qualify for the mortgage amount stated above knowing that the Seller(s) are relying on the truth of this representation and are entering into this Contract based on the accuracy of this representation. In addition, Purchaser(s) represent that they have sufficient funds to pay the balance of the purchase price, and monies to timely pay all mortgage commitment and or closing expenses.

31(D) If this contract is subject to FHA financing it is expressly agreed that, notwithstanding any other provision of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty by forfeiture of earnest money deposit unless the mortgage had delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$520,000.00 which statement must be delivered to the Purchaser ten (10) days prior to closing. The Purchaser shall, however, have the option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commission. The appraised valuation is arrived to determine the maximum mortgage the Department of Housing and Urban Development ("HUD") will insure. HUD does not warrant the value or the condition of the property. The Purchaser(s) should satisfy themselves that the price and condition of the property are acceptable.

31(E) PURCHASERS agree that the closing shall take place in Nassau or Suffolk County. ~~Should PURCHASERS obtain a mortgage commitment from a lending institution that does not provide for CLOSINGS in Nassau or Suffolk County, PURCHASER agrees to pay the SELLERS Attorney at the time of closing the sum of \$200.00 as a travel and appearance fee for such CLOSING which takes place outside of Nassau or Suffolk county~~

32. PURCHASERS agree promptly to apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by, a duly licensed and reputable title insurance company (the "title company"). PURCHASERS agree to deliver to SELLERS and their attorney, John A. Testaiuti, Esq., 172 Merrick Road, Merrick, New York 11566 copies of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading, not less than fifteen days prior to the CLOSING DATE, ~~and containing a written statement by PURCHASERS of any and all objections to or defects in SELLERS' title.~~ SELLERS shall have the right to attempt to remedy any defects in title, and shall be entitled to reasonable adjournments of the CLOSING for such purpose PURCHASERS shall accept such title as the title company will insure in accordance with its standard form of title policy, subject only to the matters provided for in

*which shall serve as notice to*

*not to exceed thirty (30) days.*



this contract and such other exceptions as the title company, without special premium to PURCHASERS, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the PREMISES. In the event there is an "Out of Possession" claim, Seller shall use reasonable efforts remedy it. This shall include Seller's right to obtain a "Boundary Line Agreement" satisfactory to Purchaser's title company or remove any offending structures. If there shall be a cost in excess of \$1,000.00 to remove such objection, Seller may cancel this contract subject to Purchaser's right to accept title to the premises with such objection without reduction of the purchase price. In the event of cancellation, the sole liability of the Sellers will be to refund to the Purchasers down payment herein and upon such refund, this contract shall be cancelled.

33. SELLERS shall not be required to deliver a certificate of occupancy or certificate of existing use for any above ground pool, sunroom, carports, roof over patios, awnings, decks, stoops, dog houses, sheds, patios, enclosed/screened porches, cellar entrances, finished basement, basement kitchens/bathrooms, AC units, fences, barbeques, garage conversions, or retaining walls which may be removed at sellers' option without any allowance, reduction or abatement in purchase price if same shall be an impediment to closing. If SELLERS shall be unable to convey good and marketable title in accordance with this contract, or fail to deliver such title for any reason other than their willful default, or are unable to comply with any term, covenant or condition of this contract, the sole obligation of SELLERS shall be to direct ESCROW AGENT to refund, without interest, any payments made by PURCHASERS on amount of the purchase price, whereupon this contract shall terminate and neither party shall have any further claim against the other by reason of this contract, and the lien, if any, of PURCHASERS against the PREMISES shall cease. SELLERS shall not be obligated to bring any action or proceeding or otherwise incur any expense to remove any objection to title or to remove any violations that may exist of record. PURCHASERS, nevertheless, may accept such title as SELLERS are able convey, without any reduction of or credit against the purchase price.

34. PURCHASERS have inspected the PREMISES and any personal property included in this sale and are fully familiar with their physical condition and state of repair. PURCHASERS agree to take the same "as is" as of the date of this Contract subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing, and further subject to the terms and provisions of this Contract. SELLER has not made and does not make any representations as to the physical condition, expense, taxes or any other matter or thing affecting or related to the herein described premises, Seller's liability shall be limited up to \$100.00 for each non-working appliance.

Seller shall not be required to do any repairs that may be required by purchasers' lender.

35. Reference is made to the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards", which has been provided to Purchaser together with the pamphlet "Protect Your Family from Lead in Your Home". Purchaser hereby waives its opportunity to conduct an inspection or risk assessment of the Unit for the presence of lead-based paint and/or lead-based paint hazards prior to being bound to purchase the Unit under this Contract. Purchaser further waives as a condition to the enforceability of this Contract a finding of no lead-based paint hazards in the Unit and an inspection or risk assessment.

36. The acceptance of the deed by Purchaser shall be deemed a conclusive acknowledgment by Purchaser that Seller has fully performed all of the terms and conditions of this Contract on the part of Seller to be performed, except those that are specifically stated herein to survive the Closing. The provisions, covenants, warranties and representations of this Contract shall not survive the Closing unless specifically set forth herein.

37. Purchaser shall not record or attempt to record this Contract, or any memorandum or other notice hereof, and any such attempt or recording shall constitute a material default by Purchaser hereunder.

Three (3)

38. Seller shall have ~~seven (7)~~ <sup>three (3)</sup> days from the closing of title to vacate the premises herein, provided seller shall deposit the sum of \$1500.00 with their attorneys at the time of the closing which sum shall be retained until seller removes from the premises. In the event that the seller shall fail to vacate as agreed, the attorneys for seller shall deliver to the purchaser the sum of \$100.00 each day in excess of ~~seven (7)~~ that the seller remains in the premises. No tenancy shall be created by virtue of the terms herein. Seller shall deliver premises broom clean at the time of possession and free from any tenancies that currently exist. In the event purchasers' attorney fails to contact sellers' attorney within ten days from date that sellers vacate premises, seller's attorney is authorized to release escrow funds to seller (s). All adjustments and the per diem interest on purchasers' mortgage shall be made as of delivery of possession.

39. In the event the check given as a deposit on this Contract is returned for any reason, the Seller(s) shall have the sole option of canceling this Contract and all obligations of the parties under the Contract shall be deemed to be cancelled and this Contract will be null and void.

40. Purchasers have the right to obtain, at their own cost and expense, a termite inspection of the Premises. In the event that said inspection reveals termite infestation or damage and said fact is conveyed to the Sellers attorney within fifteen (15) days from the date hereof by mail, the Seller shall have the option to either agree to correct said condition and damage and provide a one year guarantee against infestation at their own cost and expense, or cancel this Contract. Purchasers may elect to proceed to closing without correction of or guarantee against the termite condition, by notifying Sellers attorney of such election within five (5) days of the Sellers cancellation hereunder. *Notwithstanding the foregoing*

41. At closing Seller will give a \$500.00 credit in lieu of a Seller's Property Disclosure Statement.

42. This Contract of Sale and any Rider(s) thereto each may be executed in any number of original, facsimile or email/pdf counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same instrument.

43. In the event that Seller has commenced a tax grievance for a period of time which Purchaser will be the owner of the property, Purchaser shall assume all rights and responsibilities pertaining to that tax grievance and any fees due for the period of time that Purchaser is getting the benefit. Purchaser agrees to sign, at or before closing, any standard tax reduction paperwork presented by Seller reflecting the tax reduction process. This provision shall survive closing.

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

DocuSigned by:

*Chester Paul*

CHESTER PAUL

SELLER

*Wilmer Romero*

WILMER ROMERO ORTIZ PURCHASER

*Digna Kuffo*

DIGNA KUFFO BRIONES PURCHASER

*to do  
so does  
not  
exceed  
\$2,000*

**LEAD WARNING STATEMENT - CONTRACT OF SALE**

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 assessment or inspections in the seller's possession and notify the buyer of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

**Seller's Disclosure:**

- (a) Presence of lead based paint and or lead based paint hazards (initial (i) or (ii) below)
- (i) \_\_\_\_\_ Known lead based paint or lead based paint hazards are present in the home (explain)

- (ii) X Seller has no knowledge of lead based paint and or lead base paint hazards in the home

- (b) Records and reports available to the Seller (initial (i) or (ii) below)

- (i) \_\_\_\_\_ Seller has provided the Purchaser with all available records and reports pertaining to lead based paint and/or lead base paint hazards in the home (list documents below)

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

**Purchaser's Acknowledgement:**

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above

- (d) X Purchaser has received with the pamphlet "Protect Your Family from Lead in Your Home"

- (e) \_\_\_\_\_ Purchaser has (initial (i) or (ii) below)

- (i) \_\_\_\_\_ Received a 10 day opportunity commencing from the date Purchaser receives this Exhibit (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead based paint; or

- (ii) X Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards.

**SELLER:**

DocuSigned by:

Chester Paul  
CHESTER PAUL  
427905F8CABD466...

**PURCHASERS:**

Wilmer Romero  
WILMER ROMERO ORTIZ

Digna Kuffo  
DIGNA KUFFO BRIONES