

# Closing Disclosure

## Closing Information

Date Issued 6/25/2021  
 Closing Date 6/25/2021  
 Disbursement Date 6/25/2021  
 Settlement Agent Wieder & Wieder, P.C.  
 File # CCA2021-SU-1174  
 Property 500 Fulton Place  
 Westbury, NY 11704  
 Sale Price \$500,000

## Transaction Information

Borrower Wilson Manuel Perez Cruz  
 31 Square Room  
 Massapequa, NY 11758  
 Seller Phillip Jordan  
 500 Fulton Place  
 Westbury, NY 11704

## Summaries of Transactions

### SELLER'S TRANSACTION

Due to Seller at Closing \$500,000.00  
 01 Sale Price of Property \$500,000.00

02 Sale Price of Any Personal Property Included in Sale

03  
 04  
 05  
 06  
 07  
 08

### Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes to  
 10 County Taxes to  
 11 Assessments to

12  
 13  
 14  
 15  
 16

Due from Seller at Closing \$31,527.74

01 Excess Deposit  
 02 Closing Costs Paid at Closing (J) \$31,527.74

03 Existing Loan(s) Assumed or Taken Subject to  
 04 Payoff of First Mortgage Loan  
 05 Payoff of Second Mortgage Loan

06  
 07  
 08 Seller Credit

09  
 10  
 11  
 12  
 13

### Adjustments for Items Unpaid by Seller

14 City/Town Taxes to  
 15 County Taxes to  
 16 Assessments to

17  
 18  
 19

### CALCULATION

Total Due to Seller at Closing \$500,000.00  
 Total Due from Seller at Closing \$31,527.74

Cash ☐ From ☒ To Seller \$468,472.26

## Contact Information

### REAL ESTATE BROKER (B)

Name Premium Group Realty  
 Address 450 Sunrise Highway  
 Rockville Centre, NY 11570  
 License ID 10991223439  
 Contact Adriana Pinilla  
 Contact License ID 10401313633  
 Email  
 Phone 516-428-5687

### REAL ESTATE BROKER (S)

Name Douglas Elliman Real Estate  
 Address 124 W Main Street  
 Babylon, NY 11702  
 License ID 10391201042  
 Contact Travis Steward  
 Contact License ID 10401324683  
 Email  
 Phone 631-422-7510

### SETTLEMENT AGENT

Name Wieder & Wieder, P.C.  
 Address 35 East Grassy Sprain Road  
 Yonkers, NY 10710  
 License ID  
 Contact Steven Wieder  
 Contact License ID  
 Email laurag@wiederwieder.com  
 Phone (914) 377-9000



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

## Closing Cost Details

Loan Costs		Seller-Paid	
		At Closing	Before Closing
<b>A. Origination Charges</b>			
01			
02			
03			
04			
05			
06			
07			
08			
<b>B. Services Borrower Did Not Shop For</b>			
01			
02			
03			
04			
05			
06			
07			
08			
<b>C. Services Borrower Did Shop For</b>			
01			
02			
03			
04			
05			
06			
07			
08			
<b>Other Costs</b>			
<b>E. Taxes and Other Government Fees</b>			
01	State Tax/ Stamps Deed: \$2,000.00 Mortgage: \$3,897.20	\$2,000.00	
02			
<b>F. Prepaids</b>			
01	Property Taxes ( mo.) to Receiver of Taxes	\$4,527.74	
02			
03			
04			
05			
<b>G. Initial Escrow Payment at Closing</b>			
01			
02			
03			
04			
05			
06			
07			
08			
<b>H. Other</b>			
01	Real Estate Commission to Premium Group Realty	\$10,000.00	
02	Real Estate Commission to Douglas Elliman	\$15,000.00	
03			
04			
05			
06			
07			
08			
09			
10			
<b>J. TOTAL CLOSING COSTS</b>		<b>\$31,527.74</b>	

**Borrower - Seller Addendum**

Name and Address of Additional Borrower(s)	Name and Address of Additional Seller(s)
Zenon Estevez 31 Quail Run Massapequa, NY 11758	



## Disclosure of Information on Lead-Based Paint and/or 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

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

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

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

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

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

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

## Purchaser's Acknowledgment (Initial)

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

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

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

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

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

## Agent's Acknowledgment (Initial)

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

## Certification of Accuracy

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

Seller	Date	Seller	Date
<i>[Signature]</i>	3-12-21	<i>[Signature]</i>	3-17-21
Purchaser	Date	Purchaser	Date
<i>[Signature]</i>	6/25/21	<i>[Signature]</i>	6/25/21
Agent	Date	Agent	Date
<i>[Signature]</i>		<i>[Signature]</i>	

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

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

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

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

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## Certification of Accuracy

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

Seller	Date	Seller	Date
<i>[Signature]</i>	5-12-21	<i>[Signature]</i>	3-17-21
Purchaser	Date	Purchaser	Date
<i>[Signature]</i>	6/25/21	<i>[Signature]</i>	6/25/21
Agent	Date	Agent	Date
<i>[Signature]</i>		<i>[Signature]</i>	





## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

### New York State Disclosure Form for Buyer and Seller

#### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

##### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

# New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Adriana Pinilla of Premium Group Realty  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☒ Buyer as a (check relationship below)

☒ Buyer's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

Adriana Pinilla  
\_\_\_\_\_

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

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



**WIEDER & WIEDER, P.C.  
ATTORNEY TRUST ACCOUNT - IOLA  
MORTGAGE DISBURSEMENT ACCOUNT**

35 E. GRASSY SPRAIN RD, STE 403  
YONKERS, N.Y. 10710

7720

50-7044/2219

DATE

6-25-21

CHECK ARMOR  
FRAUD PROTECTION

PAY  
TO THE  
ORDER OF

Premium Group Realty

\$ 10,000.00

Ten Thousand Dollars

DOLLARS

Photo  
Safe  
Deposit  
Details on back



**STERLING  
NATIONAL BANK**

FOR

Perez Cruz

*ht F. White*

⑈007720⑈ ⑆221970443⑆ 0146210501⑈