

**Closing Statement for CLAUDE SIMON as  
ADMINISTRATOR OF THE ESTATE OF  
VICKI CLAIREAUX SIMON as Seller in the  
Sale of the Premises Known as  
6 Edwards Lane, Glen Gove, NY**

**Transaction:**

Sale of the premise known as **6 Edwards Lane, Glen Gove, NY** from Claude Simon as Administrator of Estate of Vicki Claireaux Simon (Seller) to Andres Rios and Melissa Lopez (Purchasers).

**Date, Time, & Location of Closing:**

Closing Remotely Held on Thursday, April 15, 2021 at 12:00pm at Purchaser's Lender's Office.

**Present (Remotely):**

Claude Simon as Administrator of Estate of Vicki Claireaux Simon (Seller)

Vernon & Ginsburg, LLP, Seller's attorneys, by Darryl M. Vernon.

Andres Rios and Melissa Lopez, as Purchasers

Ann Maria Barbagallo, Esq., as Purchaser's attorney.

JP Law Group PLLC, attorneys for Purchaser's Lender, Meadowbrook, by Joshua Botesazan

Millennium Abstract, by Veronica Sarasky as Title Closer

**Transaction**

Purchase Price:	\$824,000.00
Credit to Seller for 2020/2021 School Tax 2nd Installment covers 1/1/2021 - 6/30/21 period	\$1,804.24
Credit to Seller for 2021 City Tax 1st Install. Covers 1/1/2021 - 06/30/21 period	\$861.84
Credit to Seller for 2021 County Tax 1st Install. Cover 1/1/2021 - 06/30/21 period	\$24.32
Credit to purchaser per Contract	(\$500.00)
<b>Total Purchase Price:</b>	<b><u>\$826,190.40</u></b>

**How the Purchase Price Was Paid**

11/24/20 - Wire from Andres Rios:	\$82,400.00
4/15/21 – Check to Millennium Abstract:	\$10,168.00
4/15/21 – Wire to Bond NY (Seller's Broker) (Co-op Attorney Fee)	\$32,960.00
4/15/21 – Wire to Century 21 American Homes (Buyer's Broker)	\$16,480.00
4/15/21 - To: Vernon & Ginsburg LLP Attorney Escrow Account	\$684,182.40
<b>Total Paid:</b>	<b><u>\$826,190.40</u></b>

## **EXHIBITS**

1. Contract of Sale and Riders
2. Affidavit of Compliance with Smoke Detector Requirement For One- and Two-Family Dwellings
3. RP-5217, Real Property Transfer Report
4. TP-584, Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax
5. Deed to Buyers
6. Invoices
7. Checks
8. Summary of Escrow Transactions
9. Release of Lien of Estate Tax

# EXHIBIT 1

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

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

**CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT**

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

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless a different provision is made in this contract, Section 5-131 1 of the General Obligations Law will apply. One part of the law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

**Residential Contract of Sale**

<b>Date:</b>	CONTRACT OF SALE, made as of	November 24,	2020
	BETWEEN	Claude Simon as Administrator of The Estate of Vicki Claireaux Simon	
<b>Parties:</b>	Address: 71 Tonjes Rd, Callicoon, NY 12723		
	Social Security Number/Fed. I.D. No(s):		
	hereinafter called "SELLER", and Andres Rios & Melissa Lopez		
	Address: 89-10 35th Ave, Jackson Heights, NY 11372		
	Social Security Number/Fed. I.D. No(s):		
	hereinafter called "PURCHASER".		
	<b>The parties hereby agree as follows:</b>		
<b>Premises:</b>	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: 6 Edwards Lane, Glen Cove, NY 11542		
	Tax Map Designation:		
	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.		
<b>Personal Property:</b>	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 paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm 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).		
	All as currently exist on the Premises.		
	Excluded from this sale are furniture and household furnishings and		
<b>Purchase Price:</b>	3. The purchase price is <b>EIGHT HUNDRED AND TWENTY FOUR THOUSAND AND 00/100 DOLLARS</b>		
	payable as follows: \$ 824,000.00		
	(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"): \$ 82,400.00		
	(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: \$ 741,600.00		
<b>Existing Mortgage:</b>	4. <i>(Delete if inapplicable)</i> 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 <b>percent per annum</b> , in monthly installments of \$ <b>which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on</b>		
	(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.		
<b>Purchase Money Mortgage:</b>	5. <i>(Delete if inapplicable)</i> If there is to be a purchase money mortgage as indicated in paragraph 3(e) 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 \$ <b>for its preparation.</b>		
	(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 <b>percent per annum</b> and the total debt service thereunder shall not be greater than \$ <b>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.</b>		
<b>Down-payment in Escrow:</b>	6. (a) Sellers' attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at <b>SIGNATURE BANK, 261 Madison Avenue, 26th Fl, NY, NY 10016</b> in an non-interest attorney escrow account 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) <i>(Delete if inapplicable)</i> 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 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) This 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 attorney's 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 provision 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, uncanceled and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice (by telephone or otherwise) to Purchaser;
- (c) As to money other than the purchase price payable to Seller at Closing, uncanceled 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 conditional upon issuance on or before 45 days from <sup>20</sup>, (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 \$ 659,200.00 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~~ prevailing for a term of at least 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) Minor Encroachment of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway; (not to exceed 12 inches)
- (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 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.

*Seller's Representations:*

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 "FIRPT A");
- (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.

*Condition of Property:*

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 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.

*Insurable Title:*

13. Seller shall give and Purchaser shall accept such title as any reputable title company authorized to conduct 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.

*Closing, Deed and Title:*

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 an Administrator's

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.

Closing Date  
and Place:

15. Closing shall take place at the office of REMOTELY. If remote closing is not possible, then office of Seller's Attorneys or about 90 days from date of delivery of fully signed contract of sale at o'clock on ^ 20 or , upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of Lenders attorneys. If Lender won't close remotely, the buyer will allow the seller to send closing document to the title company to be held in escrow pending buyer's compliance with all contract obligations to close.

Conditions to  
Closing:

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 building(s) and all of the other improvements located on the property authorizing their uses as a one (& garage) family dwelling at the date of Closing.
- (c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in 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 attorney's 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 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- (e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, or occupants, together with keys to the Premises.
- (f) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing, and the roof will be free from leaks.
- (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.

Deed  
Transfer and  
Recording  
Taxes:

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.

Apportion-  
ments and  
Other  
Adjustments;  
Water Meter  
and  
Installment  
Assessments:

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 proceeding fiscal period applied to that latest assessed valuation.
- (c) If there is a water meter on the Premises, Seller shall furnish a final 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.

Allowance  
for Unpaid  
Taxes, etc.:

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.

Use of  
Purchase  
Price to  
Remove  
Encum-  
brances:

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 interests 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.

Title  
Examination;  
Seller's  
Inability to  
Convey;  
Limitations of  
Liability:

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 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 (hereinafter 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 succeeding 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.

Affidavit as to  
Judgments,  
Bankruptcies,  
etc.:

22. If a title examination discloses judgements, 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.

Defaults and  
Remedies:

Purchaser's Agent:	24. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any money and survey inspection charges, are hereby made <u>lens</u> on the Purchaser, but such lens shall not continue after default by Purchaser under this contract.
Notices:	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 Purchaser, by registered or certified mail, postage prepaid, or by email or (b) delivered in person or by overnight carrier, with receipt acknowledged, to the respective addresses given in this contract by the party and the Purchaser, to whom the Notice is to be given, or to such other address as such party or Purchaser shall heretofore designate by Notice given to the other party or parties and the Purchaser 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 Purchaser shall be deemed given only upon receipt by Purchaser and each Notice delivered in person or by overnight carrier shall be deemed given when delivered.
No Assignment:	26. 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.
Seller:	27. Seller and Purchaser each represents and warrants to either that it has not dealt with any broker in connection with this sale other than Dorelio Williams & Marlene Bakerman, Bond New York Properties, 810 Seventh Ave, New York, NY 10019 Lisa Lopez, Century 21 American Homes, 40 Underhill Boulevard, Syosset NY 11791
Miscell. Notes:	"Broker") and Broker shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorney's fees, arising out of the breach on their respective parts of any representations or warranties 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, if completely expressed their full agreement and have been reduced into this 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 amended except in writing. This contract shall also apply to and bind the heirs, devisees, legal representatives, successors and permitted assigns of any of the respective parties. The parties hereto authorize their respective attorneys to agree to writing to any changes in terms and new persons provided for in this contract. (c) Any singular word or term herein shall be read as in the plural and vice versa shall include the masculine and feminine genders, whenever the sense of this provision may require it. (d) The covenants 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 herein. (e) This contract shall not be binding as effective until duly executed and delivered by Seller and Purchaser. (f) Seller and Purchaser shall comply with GSC 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.

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

*Claude Simon*

Claude Simon as Administrator of  
The Estate of Vicki Clairocaux Simon,

Seller

*Andres Rios*

Purchaser

*Melissa Lopez*

Seller

Purchaser

Attorney for Seller:

VERNON & GINGERLICH LLP

Address: 261 Madison Avenue, 25th Floor  
New York, NY 10016

Tel: (212) 943-7300

Fax:

Attorney for Purchaser:

Ann Marie Barbaggio

Address: 61-18 180th St., Box 256,  
Fresh Meadows, NY 11385

Tel: 718-454-3555

Fax:

Receipt of the Deposit is acknowledged and the undersigned agrees to act in accordance with the provisions of Paragraph 8 above.

*Darryl M. Vernon*

Escrowee

### Contract of Sale

### PREMISES

DISTRICT

SECTION

BLOCK

LOT

COUNTY OR TOWN

STREET NUMBER ADDRESS



RIDER ATTACHED TO AND MADE PART OF 2020  
CONTRACT OF SALE DATED NOVEMBER 22, 2019 BETWEEN  
CLAUDE SIMON, AS THE ADMINISTRATOR OF  
THE ESTATE OF VICKI CLAIRFAUX SIMON  
AS SELLER AND ANDRES RIOS AND MELISSA LOPEZ AS  
PURCHASERS OF THE PREMISES KNOWN AS  
6 EDWARDS LANE, GLEN COVE, NY 11542

In the event of any inconsistency between a provision set forth in this Rider and a provision set forth in the printed portion of this Contract, the provision set forth in this Rider control. Capitalized items in this Rider shall have the same meaning ascribed to them in the printed portion of this Contract.

Permitted Exceptions: Supplementing and modifying the printed portion of this Rider, the following subparagraphs are inserted at the end thereof:

- (e) Any state of facts that an accurate survey of the Premises would reveal, provided same does not render title unmarketable.
- (f) The rights, if any, of any utility, telephone and cable television companies to maintain and operate pipes, poles, cables and wires in, and over, on and under the Premises and along any abutting streets, with the right to trim any trees along the route of such pipes, poles, cables and wires in order to keep same in proper working order, and otherwise as may be necessary to provide, maintain, operate and repair utility distribution service to the Premises and/or neighboring premises; provided such rights are of a type and nature customary for residences in the general vicinity of the Premises.
- (g) Any lien or encumbrances affecting the Premises as in which Seller shall deliver to Purchaser, or Purchaser's title company, at or prior to the Closing: (i) proper instruments, in recordable form, canceling such lien or encumbrance; (ii) any other instruments necessary to effectuate such cancellation; and (iii) the costs of recording and canceling the same; provided, that such lien or encumbrance is omitted as an exception to Purchaser's commitment for title insurance.
- (h) Any covenants, restrictions, and easements of record.
- (i) Any variations between the record line with any fence or hedge.
- (j) Party Walls.
- (k) Encroachments of less than twelve (12) inches.

(1) Designation as Landmark Site or Historic District.

31. Any extension of the Closing requested hereunder by either party may be consented to, in writing, by the attorneys for the respective parties hereunder and such written consent shall be deemed to be the consent of each such party.

32. It is expressly understood and agreed that delivery of this Contract for inspection or otherwise by Sellers to Purchaser shall not constitute an offer or create any rights in favor of Purchaser or others and shall in no way obligate or be binding on Sellers. This Contract shall have no force or effect unless and until the same is fully exchanged and delivered by Sellers and Purchaser, and fully executed copies hereof are exchanged and received by the parties hereto.

33. Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any representation or warranty hereunder by any other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by a party to exercise any right it may have by reason of a default of any other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while such other party continues to be so in default.

34. Except as otherwise expressly provided herein, no remedy conferred upon a party in this Contract is intended to be exclusive of any other remedy provided or permitted herein by law, but each shall be cumulative and shall be in addition to every other remedy provided herein or now existing at law or in equity.

35. This Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such State, and without the aid of any canon, custom or rule of law requiring construction against the party causing this Contract to be drafted.

36. In the event of litigation arising from this Contract, the prevailing party is entitled to recover from the non-prevailing party reasonable attorney fees and costs.

37. Purchaser shall not record this Contract and any attempt to record the same shall be a material default of Purchaser hereunder. Thereupon, at the option of Sellers, this Contract shall be deemed canceled and Seller shall have any and all remedies for default of Purchaser as provided herein or by law.

38. The sale contemplated herein is AS IS, and the Sellers shall not be obligated to make any repairs, additions, improvements or alterations whatsoever to the land or structures located thereon, and the Sellers make no representation whatsoever with respect to the condition of the Premises or any improvements or personal property located therein or thereon.

39. It is agreed and understood that in the event of cancellation of the Contract pursuant to its terms and refund of monies paid on account of this contract, this contract shall become null and

void and the lien created relating to monies paid on account of this contract shall also be null and void and Purchasers will then no longer have any lien whatsoever on the property which is the subject of this Contract.

40. The acceptance of the deed by the Purchasers shall be deemed full compliance by the Sellers with all of the provisions of this Contract on the part of the Sellers to be performed, excepting only any matters specifically provided herein to survive the closing.

41. No representation or warranties shall survive the delivery of the deed, except as expressly provided herein.

42. Purchaser is represented by an attorney, and confirms that before Purchaser signed this Contract, Purchaser discussed the terms and conditions with Purchaser's attorney, and Purchaser is fully familiar with the terms and conditions that are set forth herein.

43. If payment of the downpayment check given by the Purchaser to the Sellers on signing of this contract is not honored upon presentment, then, at Sellers' option, this Contract shall become null and void, and without any further force and effect.

44. The Parties agree that the Property Condition Disclosure Act (PCDA) does not apply to this transfer because Seller is an administrator of an estate. If however it was ever determined that the PCDA would apply, and to avoid any doubt as to the parties' intentions, Purchaser specifically waives Seller's presentment to him of a Property Condition Disclosure Statement, and waives any penalties that may be due from Seller due to non-compliance with the Property Condition Disclosure Act. Seller shall give Purchaser a \$500.00 credit at closing pursuant to the Property Condition Disclosure Act so that if it would apply it is hereby waived.

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**CLAUDE SIMON AS ADMINISTRATOR    ANDRES RIOS, Purchaser  
OF THE ESTATE OF VICKI  
CLAIREAUX SIMON, Seller**

---

**MELISSA LOPEZ**

void and the lien created relating to monies paid on account of this contract shall also be null and void and Purchasers will then no longer have any lien whatsoever on the property which is the subject of this Contract.

40. The acceptance of the deed by the Purchasers shall be deemed full compliance by the Sellers with all of the provisions of this Contract on the part of the Sellers to be performed, excepting only any matters specifically provided herein to survive the closing.

41. No representation or warranties shall survive the delivery of the deed, except as expressly provided herein.

42. Purchaser is represented by an attorney, and confirms that before Purchaser signed this Contract, Purchaser discussed the terms and conditions with Purchaser's attorney, and Purchaser is fully familiar with the terms and conditions that are set forth herein.

43. If payment of the downpayment check given by the Purchaser to the Sellers on signing of this contract is not honored upon presentation, then, at Sellers' option, this Contract shall become null and void, and without any further force and effect.

44. The Parties agree that the Property Condition Disclosure Act (PCDA) does not apply to this transfer because Seller is an administrator of an estate. If however it was ever determined that the PCDA would apply, and to avoid any doubt as to the parties' intentions, Purchaser specifically waives Seller's presentation to him of a Property Condition Disclosure Statement, and waives any penalties that may be due from Seller due to non-compliance with the Property Condition Disclosure Act. Seller shall give Purchaser a \$500.00 credit at closing pursuant to the Property Condition Disclosure Act so that if it would apply it is hereby waived.

45. Seller represents that the underground oil tank formerly on the premises has been properly abandoned in accordance with the law governing same promulgated by State and local laws, rules and regulations and will provide Purchaser with evidence that the underground oil tank was properly abandoned.

46. Seller represents that the oil burner will be serviced prior to closing.

*Claude Simon*

CLAUDE SIMON AS ADMINISTRATOR  
OF THE ESTATE OF VICKI  
CLAIREAUX SIMON, Seller

*Andres Micos*

ANDRES MICO, Purchaser

*Melissa Lopez*

MELISSA LOPEZ

# EXHIBIT 2

## SMOKE ALARM AFFIDAVIT

STATE OF NEW YORK  
COUNTY OF Nassau

ss:

Claude Simon, as Administrator of the Estate of Vicki Claireaux Simon

being duly sworn, deposes and says:

1. I, Grantor, am one of the owners of a one or two family residence located at:  
6 Edwards Lane  
Glen Cove, NY 11542.
2. My attention has been called to Section 378 subsection 5 of the Executive Law of the State of New York requiring such dwelling to have an operable single station smoke detecting alarm device or devices, installed in an area so that it is clearly audible in each bedroom or other room used for sleeping purposes with intervening doors closed.
3. The above residence is in compliance with this subsection.
4. This Affidavit is given in compliance with said subsection knowing that the Lender will rely thereon.

*Claude Simon* 4-15-21  
CLAUDE SIMON, AS ADMINISTRATOR OF THE ESTATE OF VICKI CLAIREAUX SIMON DATE

Sworn to before me this 15<sup>th</sup> day of April 2021.



Notary Public

TIFFANY YU  
Notary Public, State of New York  
Registration No. 01YU6409815  
Qualified in New York County  
Commission Expires October 5, 2024

NYSMK 0511  
NYSMK (CLS)



# EXHIBIT 3



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

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

## Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantor) Claude Simon as Administrator of the Estate of Vicki Claireaux Simon	Social Security number (SSN)		
<input type="checkbox"/> Individual	Mailing address 71 Tonjes Road	SSN		
<input type="checkbox"/> Corporation				
<input type="checkbox"/> Partnership				
<input checked="" type="checkbox"/> Estate/Trust	City Calicoon	State NY	ZIP code 12723	Employer Identification Number (EIN) 84-6656649
<input type="checkbox"/> Single member LLC				Single member EIN or SSN
<input type="checkbox"/> Multi-member LLC				
<input type="checkbox"/> Other				
Grantee/Transferee	Name (if individual, last, first, middle initial) ( <input checked="" type="checkbox"/> mark an X if more than one grantee) Reis, Andres & Lopez, Melissa	SSN 068-78-7101		
<input checked="" type="checkbox"/> Individual	Mailing address 89-10 35th Avenue	SSN 075-80-9904		
<input type="checkbox"/> Corporation				
<input type="checkbox"/> Partnership				
<input type="checkbox"/> Estate/Trust	City Jackson Heights	State NY	ZIP code 11372	EIN
<input type="checkbox"/> Single member LLC				
<input type="checkbox"/> Multi-member LLC				
<input type="checkbox"/> Other				Single member EIN or SSN

## Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
23-66-10	280600	6 Edwards Lane	Glen Cove	Nassau

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

1  One- to three-family house  
2  Residential cooperative  
3  Residential condominium  
4  Vacant land  
5  Commercial/industrial

6  Apartment building  
7  Office building  
8  Four-family dwelling  
9  Other \_\_\_\_\_

Date of conveyance  
4 15 2021  
month day year

Percentage of real property  
conveyed which is residential  
real property \_\_\_\_\_ 100 %  
(see instructions)

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

a.  Conveyance of fee interest  
b.  Acquisition of a controlling interest (state  
percentage acquired \_\_\_\_\_ %)  
c.  Transfer of a controlling interest (state  
percentage transferred \_\_\_\_\_ %)  
d.  Conveyance to cooperative housing  
corporation  
e.  Conveyance pursuant to or in lieu of  
foreclosure or enforcement of security  
interest (attach Form TP-584.1, Schedule E)

f.  Conveyance which consists of a  
mere change of identity or form of  
ownership or organization (attach  
Form TP-584.1, Schedule F)  
g.  Conveyance for which credit for tax  
previously paid will be claimed (attach  
Form TP-584.1, Schedule G)  
h.  Conveyance of cooperative apartment(s)  
i.  Syndication  
j.  Conveyance of air rights or  
development rights  
k.  Contract assignment

l.  Option assignment or surrender  
m.  Leasehold assignment or surrender  
n.  Leasehold grant  
o.  Conveyance of an easement  
p.  Conveyance for which exemption  
from transfer tax claimed (complete  
Schedule B, Part 3)  
q.  Conveyance of property partly within  
and partly outside the state  
r.  Conveyance pursuant to divorce or separation  
s.  Other (describe) \_\_\_\_\_

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

**Schedule B – Real estate transfer tax return (Tax Law Article 31)****Part 1 – Computation of tax due**

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

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

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

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

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

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

1.	824000	00
2.	0	00
3.	824000	00
4.	3296	00
5.	0	00
6.	3296	00

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

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

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

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

1.	
2.	
3.	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

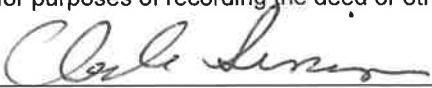
**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)****Complete the following only if the interest being transferred is a fee simple interest.**

This is to certify that: (mark an X in the appropriate box)

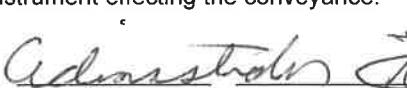
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

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



Grantor signature



Title



Grantee signature



Title

Grantor signature

Title

Grantee signature

Title

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

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.**Part 1 – New York State residents**If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.**Certification of resident transferors/sellers**

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

Signature 	Print full name Claudine Simon	Date 4/12/2021
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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

**Part 2 – Nonresidents of New York State**If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-1, page 1.**Exemption for nonresident transferors/sellers**

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

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

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

# EXHIBIT 4

FOR COUNTY USE ONLY

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

C1. SWIS Code

[REDACTED]

C2. Date Deed Recorded

[REDACTED]

C3. Book

Month / Day / Year

C4. Page

New York State Department of  
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

## PROPERTY INFORMATION

1. Property Location 6 Edwards Lane  
 \* STREET NUMBER \* STREET NAME

Glen Cove

\* CITY OR TOWN

11542

\* ZIP CODE

2. Buyer Name

Rios

\* LAST NAME/COMPANY

Andres

FIRST NAME

Lopez

LAST NAME/COMPANY

Melissa

FIRST NAME

3. Tax Billing Address

Indicate where future Tax Bills are to be sent  
 if other than buyer address(at bottom of form)

LAST NAME/COMPANY

FIRST NAME

STREET NUMBER AND NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed

1 # of Parcels

OR

 Part of a Parcel

(Only If Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists 

5. Deed Property Size

\* FRONT FEET X \* DEPTH

OR 0.45 \*ACRE

4B. Subdivision Approval was Required for Transfer 4C. Parcel Approved for Subdivision with Map Provided 

6. Seller Name

Simon, as Administrator

Claude

\* LAST NAME/COMPANY

Estate of Vivki

Claireaux Simon

\* LAST NAME/COMPANY

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

A. One Family Residential

Check the boxes below as they apply:

8. Ownership Type is Condominium 9. New Construction on a Vacant Land 10A. Property Located within an Agricultural District 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District 

## SALE INFORMATION

11. Sale Contract Date

11/24/2020

\* 12. Date of Sale/Transfer

4/15/2021

\*13. Full Sale Price

824,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- A. Sale Between Relatives or Former Relatives
- B. Sale between Related Companies or Partners in Business
- C. One of the Buyers is also a Seller
- D. Buyer or Seller is Government Agency or Lending Institution
- E. Deed Type not Warranty or Bargain and Sale (Specify Below)
- F. Sale of Fractional or Less than Fee Interest (Specify Below)
- G. Significant Change in Property Between Taxable Status and Sale Dates
- H. Sale of Business is Included in Sale Price
- I. Other Unusual Factors Affecting Sale Price (Specify Below)
- J. None

Comment(s) on Condition:

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

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

16. Year of Assessment Roll from which information taken(YY) 21

\*17. Total Assessed Value

1,354

\*18. Property Class 210

\*19. School District Name

Gen Cove CSD

\*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))

23-66-10

## CERTIFICATION

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

## SELLER SIGNATURE

SELLER SIGNATURE

## BUYER SIGNATURE

BUYER SIGNATURE

DATE

## BUYER CONTACT INFORMATION

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

\* LAST NAME

\* FIRST NAME

516

\* AREA CODE

474 4313

\* TELEPHONE NUMBER (Ex: 9999999)

6

\* STREET NUMBER

Edwards Lane

\* STREET NAME

Glen Cove

\* CITY OR TOWN

NY 11542

\* STATE ZIP CODE

## BUYER'S ATTORNEY

LAST NAME

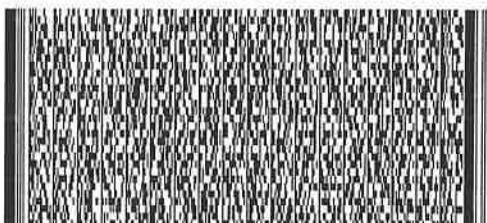
\* FIRST NAME

718

\* AREA CODE

454-3655

\* TELEPHONE NUMBER (Ex: 9999999)



# EXHIBIT 5

**THIS INDENTURE**, made the 15<sup>th</sup> day of April, 2021  
**BETWEEN**  
CLAUDE SIMON

residing at 71 TONJES ROAD, CALICOON, NEW YORK 12723

as administrator (trix) of the Estate of VICKI CLAIREAUX SIMON

late of NASSAU County, who died intestate on the 30th day of SEPTEMBER 2018

party of the first part, and

ANDRES RIOS and MELISSA LOPEZ

residing at 89-10 35th Avenue, Jackson Heights, NY 11372

party of the second part,

WITNESSETH, that the party of the first part to whom letters of administration were issued to the party of the first part by the Surrogate's Court, NASSAU County, New York, on and by virtue of the power and authority given by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

EIGHT HUNDRED AND TWENTY FOUR THOUSAND (\$824,000.00)

dollars,

paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Glen Cove, County of Nassau, State of New York, with an address of 6 Edwards Lane, Glen Cove, NY 11542 and as further described in Schedule "A" attached herein,

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

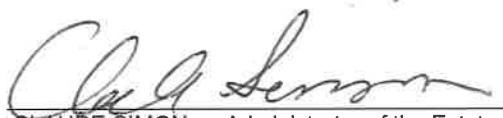
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

Subject to the trust fund provisions of section thirteen of the Lien Law.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

  
CLAUDE SIMON as Administrator of the Estate  
of Vicki Claireaux Simon

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of **New York** , ss:

On the **12<sup>th</sup>** day of **April** in the year **2021** , before me, the undersigned, personally appeared **CLAUDE SIMON** , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

**TIFFANY YU**  
Notary Public, State of New York  
Registration No. 01YU6409815  
Qualified in New York County  
Commission Expires October 5, 2024

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE**

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

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

NOTARY PUBLIC

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of **NASSAU** , ss:

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

NOTARY PUBLIC

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE**

State of , County of , ss:

On the day of in the year , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

## Administrator's Deed

CLAUDE SIMON as Administrator of the Estate of  
VICKI CLAIREAUX SIMON

TO

ANDRES RIOS and MELISSA LOPEZ

Title No. MA-37478-N ID 49021

COUNTY: **NASSAU**

TOWN/CITY: **GLEN COVE**

PROPERTY ADDRESS: **6 EDWARDS LANE**  
**GLEN COVE, NY 11542**

SECTION: **23**

BLOCK: **66**

LOT: **10**

**RETURN BY MAIL TO:**

Ann Marie Barbagallo  
Attorney at Law  
163-10 Northern Blvd, Ste. 205  
Flushing, NY 11358

Distributed by:  
**NEW YORK TITLE**  
Abstract Services, Inc.  
Insuring The Future™  
NewYorkTitle.com

**MILLENNIUM ABSTRACT CORP.**  
as agent for  
**Fidelity Title Insurance Company**

**Schedule "A" (Description)**

Title Number: **MA-37478-N**

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York, known as and by lot 10 in Block 66 as shown and designated on a certain map entitled "Millford at Glen Cove, Glen Cove, Nassau County, N.Y., Sidney B. Howne & Son, P.E. & P.S., Mineola, N.Y., August 1957", and filed on the Office of the Clerk of the County of Nassau on September 9, 1957, under the File No. 6923 and which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the westerly side of Edwards Lane distant 208.67 feet, southerly from the extreme southerly end of the arc connecting the southerly side of Helen Place with the westerly side of Edwards Lane;

RUNNING THENCE along the westerly, northwesterly and northerly side of Edwards Lane the following 3 courses and distance:

- (1) South 5 degrees 23 minutes 29 seconds west 45.92 feet;
- (2) Southwesterly along the arc of a circle bearing to the right having a radius of 73 feet a distance of 117.81 feet;
- (3) North 84 degrees 36 minutes 31 seconds west 100.30 feet;

THENCE North 5 degrees 23 minutes 29 seconds East 120.99 feet;

THENCE South 84 degrees 36 minutes 31 seconds East 175.30 feet to the westerly side of Edwards Lane, the point or place of beginning.

**FOR CONVEYANCING ONLY:**

TOGETHER with all the right, title and interest, if any of the party of the first part, of, in and to the any streets and roads abutting the above described premises.

Premises commonly known as 6 Edwards Lane, Glen Cove, NY 11542, Section 23 Block 66 and Lot 10.

# EXHIBIT 6



35 N. Tyson Ave, Floral Park, NY 11001    Phone: 516-355-0800    Fax: 516-282-0222    Email: info@mabstract.com  
[www.mabstract.com](http://www.mabstract.com)

Title No.: MA-37478-N  
 Client: Ann Marie Barbagallo, Esq.  
 Applicant: Andres Rios and Melissa Lopez  
 Premises: 6 Edwards Lane, Glen Cove, NY 11542 Sec. 23 Block 66 Lot 10  
 Owners: Claude Simon, Administrator of the Estate of Vicki Claireaux Simon, surviving tenant by the entirety of John M. Simon  
 Buyers: Andres Rios and Melissa Lopez

## TITLE CLOSING INVOICE

Closing Date: 4/15/2021 at 11:00 AM

CHARGE DESCRIPTION	BUYER(S)	SELLER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION
<b>POLICY PREMIUMS</b>				
Owners Policy Premium	\$3,073.00			
Loan Policy Premium	\$752.00			
<b>ENDORSEMENTS</b>				
Loan Environmental Protection Lien	\$50.00			
Loan Residential Mortgage	\$50.00			
Loan Waiver of Arbitration Loan	\$50.00			
<b>RECORDING TAXES</b>				
Transfer Tax New York State (TP584)		\$3,296.00		
Mortgage Tax 1st Mortgage	\$5,243.60		\$1,648.00	
<b>RECORDING FEES</b>				
RPT 5217 (Residential)	\$125.00			
Deed	\$370.00			
Document Recording Service	\$25.00			
Mortgage	\$445.00			
Document Recording Service	\$25.00			
Return Original Document (\$12/Document)	\$24.00			
Tax Verification Nassau Cnty \$355 for each recorded item	\$710.00			
<b>ESCROWS</b>				
Escrow Fee \$50/item	\$50.00	\$150.00		
Escrow Deposit Buyer				
Escrow Deposit Seller				
2020 City Tax (6/1)	\$2,041.16			
2021 County Tax (1/1)		\$59.78		
2020 City Tax (12/1)		\$2,117.71		
2020/2021 School Tax (2/1)		\$4,644.59		
Escrow remittance (passthrough fee)	\$22.00	\$66.00		
<b>OTHER CHARGES</b>				
Municipal Searches +	\$385.00			
Municipal Town Fee for C/O search				
Municipal Town Fee for HI search				
Tech Surcharge	\$20.00			



35 N. Tyson Ave, Floral Park, NY 11001      Phone: 516-355-0800    Fax: 516-282-0222    Email: [info@mabstract.com](mailto:info@mabstract.com)  
[www.mabstract.com](http://www.mabstract.com)

Pick up fee \$250/remittance			
Bankruptcy Search \$35/Name	\$175.00		
Patriot Search \$35/Name	\$175.00		
Overnight Fee	\$60.00		
New Survey	\$800.00		
Survey Reading	\$125.00		
Tax Contin (Additional) +	\$50.00		
Sales Tax Nassau - 8.625%	\$37.52		
<b>TOTAL TO MILLENNIUM ABSTRACT CORP.</b>	<b>\$14,883.28</b>	<b>\$10,334.08</b>	<b>\$1,648.00</b>
			<b>GRAND TOTAL: \$26,865.36</b>

## IMPORTANT DISCLOSURES

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

For Company Use Only:



## INVOICE Bond New York

Date: 4/7/2021

Property Address: 6 Edwards Lane, Glen Cove, NY 11542

Purchase Price: \$824,000

To: Darryl Vernon

Commission Due to Bond New York: \$32,960

Payable to: **BOND New York Real Estate Corp** License # **109917421**

Agent: Mariana Bekerman & Deresa Williams

Agent License Number: 10401221124/ 10301217576

Deal Number: 13922

Tax ID Number: 13-4114972

Paid in full: \_\_\_\_\_

**Payment should be in the form of a wire transfer, certified funds or attorney escrow check.**

### Wiring Instructions

Bond New York Real Estate Corp  
810 7th Avenue, 39th fl  
New York, NY 10019  
JPMorgan Chase Bank  
Routing #: 021000021  
Account #: 977215102



American Homes

97 Jackson Ave Syosset NY 11791 516-826-2100 syosset@c21amhomes.com

**COMMISSION AGREEMENT**

DATE: 4/8/2021

**PROPERTY ADDRESS:** 6 Edwards Lane Glen Cove

**SELLER:** Estate of Vikki Simon

**Commission Due : \$ 16,480**

The undersigned Sellers and Brokers agree as follows:

1) **Century 21 American Homes** is the Broker who brought about the above captioned sale.

That the commission will be paid to the above named Broker by CERTIFIED CHECK, CASHIER'S CHECK or BANK CHECK. Total Commission Due is **\$ 16,480**

- 2) This commission is due and payable to the above named Broker, if, as, and when Title passes, except if that passing of title is prevented by a willful act or default on the part of the seller, that in such an event the commission shall be payable on demand.
  
- 3) The sellers, directly or through their attorney, agree to notify the above named Broker of the place and time of closing forty-eight (48) hours prior to said closing.

Broker License # 31LI0845038

Agent License # 40LO0866908

Cruse Real Estate and Development Corp.  
dba Century 21 American Homes  
Wire Instructions

Chase Bank  
1960 Hempstead Tpke  
East Meadow, NY 11554

Payee **MUST** Be: Cruse Real Estate And Development Corp.

Routing #: 021000021

Acct #: 525086562

# EXHIBIT 7



### Terms and Conditions (Remitter and Payee):

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY  
CASHIER'S CHECK**

**Customer Copy**

9886237134

04/15/2021

Void after 7 years

**Remitter:** CAROLINA RIOS/ANDRES RIOS

\*\*\* 14,883.28 \*\*

**Pay To The** MILLENIUM ABSTRACT CORP  
**Order Of:**

Drawer: JPMORGAN CHASE BANK, N.A.  
**NON NEGOTIABLE**

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

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CASHIER'S CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9886237134

25-3

440



**Remitter:** CAROLINA RIOS/ANDRES RIOS

**Pay To The** MILLENIUM ABSTRACT CORP  
**Order Of:**

**Pay:** FOURTEEN THOUSAND EIGHT HUNDRED  
EIGHTY THREE DOLLARS AND 28 CENTS

\*\*\* 14,883.28 \*\*

Do not write outside this box

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

Drawer: JPMORGAN CHASE BANK, N.A.

Reginald Chambers, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH



Security  
Features  
Details on  
Back

\*\* 9886237134 \*\* 10440000371 7586614331 \*\*

12827

JOSHUA BOTESAZAN ATTORNEY AT LAW  
11 MIDDLE NECK ROAD, SUITE 200-204  
GREAT NECK, NY 11021  
(516) 299-8333

1-2/210

*4-15-2021*

Pay to the order of Millennium Abstract Corp. \$ 11,816.00  
Eleven Thousand Eight Hundred Sixteen <sup>00</sup>/<sub>100</sub>

*Interests*

Security Features  
Invisible Ink  
DRAFT ON THIS

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

*FOR MTM-R605*

01282710210000210

2156580111

*J. B. S.*

MP

12825

JOSHUA BOTESAZAN ATTORNEY AT LAW  
 11 MIDDLE NECK ROAD, SUITE 200-204  
 GREAT NECK, NY 11021  
 (516) 299-8333

1-2/210

DATE 4-15-2021

Pay to the order of JB Law Group PLLC  
 Nine Hundred Ninety Five  $\frac{00}{100}$

\$ 995.00

DOLLARS

1 Security Features  
Included.  
Details on Back.

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

FOR M-M-Rios

#012825# 10210000210

215658011#

*T. Bly*

MP

12826

JOSHUA BOTESAZAN ATTORNEY AT LAW  
 11 MIDDLE NECK ROAD, SUITE 200-204  
 GREAT NECK, NY 11021  
 (516) 299-8333

1-2/210

DATE 4-15-2021

Pay to the order of Joseph C. Verza, Attorney at Law P.C.  
 Four Hundred Ninety Five  $\frac{00}{100}$

\$ 495.00

DOLLARS

1 Security Features  
Included.  
Details on Back.

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

FOR M-M-Rios

#012826# 10210000210

215658011#

*T. Bly*

MP

12827

JOSHUA BOTESAZAN ATTORNEY AT LAW  
 11 MIDDLE NECK ROAD, SUITE 200-204  
 GREAT NECK, NY 11021  
 (516) 299-8333

1-2/210

DATE 4-15-2021

Pay to the order of Millennium Abstract Corp.  
 Eleven Thousand Eight Hundred Sixteen  $\frac{00}{100}$

\$ 11,816.00

DOLLARS

1 Security Features  
Included.  
Details on Back.

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

FOR M-M-Rios

#012827# 10210000210

215658011#

*T. Bly*

MP

**VERNON & GINSBURG LLP ATTORNEY ESCROW WIRING INSTRUCTIONS**

Account name: Vernon & Ginsburg, LLP Attorney Trust Master Account

Bank: Signature Bank

Address: 261 Madison Avenue, New York, NY 10016

ABA #: 026013576

Account: 1501327073

Swift Code: SIGNUS33

From: 21565fc11  
Amount: \$590, ~~593.38~~  
593.38

## Wire Transfer Outgoing Request



### Wire Transfer Sender Information

Sender Name: JOSHUA BOTESAZAN				
Account Name: JOSHUA BOTESAZAN ATTORNEY AT LAW		Street Address: 12 WILDWOOD DR		
City: GREAT NECK	State: NY	Zip: 11024-1244	Country: USA	Daytime Phone: 516-299-8333
Primary ID Type: Driver's License	ID Issuer: NY	ID Number: 717459098	ID Issue Date: 09/16/2019	ID Exp: 08/02/2027
Secondary ID Type: Chase or Bank Issued Credit/Debit Card	ID Issuer: CHASE	ID Number: XXXXXXXXXXXX7143	ID Issue Date:	ID Exp: 01/31/2024
Comments:				

### Wire Transfer Information

Request Date: 04/15/2021	Request time: 01:14:22PM Eastern time	Effective date: 04/15/2021	Wire Type: Domestic
Debit Account #: XXXXXX8011	Debit Account Type: CLIENT FUND CHECKING	Wire Amount (US dollars): \$590,593.38	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: Refer to Account Agreement for Pricing
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$590,593.38
FX Contract Number:			

### Recipient Account Information

Account Name: VERNON & GINSBURG LLP ATTORNEY				
Street Address:	Account Number: 1501327073			
	City:	State:	Zip:	Country:
Text to Recipient: RECIPIENT:VERNON & GINSBURG LLP ATTORNEY TRUST MASTER ACCOUNT # 6 EDWARD LN				

### Receiving Bank Information

Bank Name: Signature Bank				
Street Address: 485 Madison Ave (at 51st St)	Bank ABA/SWIFT Code: 026013576			
	City: New York City	State: NY	Zip: 10022	Country: USA
Intermediary Bank Name:				
Street Address:	Intermediary Bank ABA:			
	City:	State:	Zip:	Country:
Text to Receiving Bank:				

## Wire Transfer Agreement

### 1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S. **Consumer International Wire Transfers** are wires that are sent from an account used primarily for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

### 2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

#### (a) For Chase Branch Wire Transfers Only:

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

#### (b) For Chase Private Client Customers Only:

Only Chase Private Client Telephone Banking can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
  - Confirming certain personal information about you.
  - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

### 3. Processing, Canceling, Delays and Notifications of Wire Transfers.

**(a) Processing:** We'll start processing your wire transfer the same business day if we receive it before the cutoff times we establish from time to time or provide you at the time you request your transfer. If we receive your request after that time, we'll process it the following business day. After we start processing your wire transfer, you must have available funds in the deposit account you designated in your Instructions.

**(b) Canceling:** You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

**(c) Modifying:** Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

**(d) Internal Review:** During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

**(e) Notifications:** We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

### 4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. **If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.**

## Wire Transfer Agreement - continued

### **5. Future Dated Wire Transfers.**

You may request a future dated (one-time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

### **6. Foreign Exchange Transfer.**

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to deduct the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. If you cancel a funds transfer request, other than a cancellation of a Consumer International Funds Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses. If your initial request is returned, cancelled or changed, your new wire transfer request will be subject to a new exchange rate.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

### **7. Fees and Payment Route.**

We may charge a fee when you use this service. Please refer to your account agreement or product information for fees that may apply. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

### **8. Wire Transfer System Rules and Laws.**

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable. If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

### **9. Indemnification.**

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

### **10. Failure to Perform; Limitation of Liability.**

We are only responsible for performing the services specified in this Agreement. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. We are not liable for any indirect, special or consequential damages. Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

### **11. Changes to the Agreement**

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): 026013576      Recipient's Account Number: 1501327073

Sender's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: joshuabotesazan@gmail.com

Transaction Number (Contact ID): 334635370500001

The Email Address and Transaction Number provided will be used for communication purposes.

**Branch / Department Information**

Initiated by: STELLA XU      Initiating Branch: Great Neck Plaza - 8      phone: 516-773-6317      Request Time: 01:14:22PM

Wire Transfer:  Approved     Declined      Approved/Declined by (Print): \_\_\_\_\_

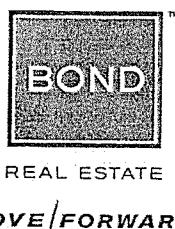
Approved/Declined by (Signature): \_\_\_\_\_      Date: \_\_\_\_\_

Decline Reason: \_\_\_\_\_      Comments: \_\_\_\_\_

Approving Manager (wire amount over limit) \_\_\_\_\_

Method of Approval (attach required supporting documentation)     Phone call     Email     Other (explain) \_\_\_\_\_**Wire Tracking Information**

FX Contract Number (if applicable) \_\_\_\_\_



## INVOICE Bond New York

Date: 4/7/2021

Property Address: 6 Edwards Lane, Glen Cove, NY 11542

Purchase Price: \$824,000

To: Darryl Vernon

Commission Due to Bond New York: \$32,960

Payable to: **BOND New York Real Estate Corp** License # 109917421

Agent: Mariana Bekerman & Deresia Williams

Agent License Number: 10401221124/ 10301217576

Deal Number: 13922

Tax ID Number: 13-4114972

Paid in full: \_\_\_\_\_

Payment should be in the form of a wire transfer, certified funds or attorney escrow check.

*13*  
Wiring Instructions  
Bond New York Real Estate Corp  
810 7th Avenue, 39th fl  
New York, NY 10019  
JPMorgan Chase Bank  
Routing #: 021000021  
Account #: 977215102

From: 215658011  
Amount: \$32,960.00



## Wire Transfer Outgoing Request

### Wire Transfer Sender Information

Sender Name: JOSHUA BOTESAZN				
Account Name: JOSHUA BOTESAZN ATTORNEY AT LAW		Street Address: 12 WILDWOOD DR		
City: GREAT NECK	State: NY	Zip: 11024-1244	Country: USA	Daytime Phone: 516-299-8333
Primary ID Type: Driver's License	ID Issuer: NY	ID Number: 717459098	ID Issue Date: 09/16/2019	ID Exp: 08/02/2027
Secondary ID Type:	ID Issuer:	ID Number:	ID Issue Date:	ID Exp:
Comments:				

### Wire Transfer Information

Request Date: 04/15/2021	Request time: 01:20:01PM Eastern time	Effective date: 04/15/2021	Wire Type: Domestic
Debit Account #: XXXXX8011	Debit Account Type: CLIENT FUND CHECKING	Wire Amount (US dollars): \$32,960.00	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: Refer to Account Agreement for Pricing
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$32,960.00
FX Contract Number:			

### Recipient Account Information

Account Name: BOND NEW YORK REAL ESTATE CORP				
Street Address:		Account Number: 977215102		
		City:	State:	Zip:
Text to Recipient: 6 EDWARDS LANE				

### Receiving Bank Information

Bank Name: JPMorgan Chase Bank, National Association				
Street Address: 875 Saw Mill River Rd		Bank ABA/SWIFT Code: 021000021		
		City: Ardsley	State: NY	Zip: 10502
Intermediary Bank Name:				
Street Address:		Intermediary Bank ABA:		
		City:	State:	Zip:
Text to Receiving Bank:				

## **Wire Transfer Agreement**

### **1. Service.**

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S. **Consumer International Wire Transfers** are wires that are sent from an account used primarily for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

### **2. Security Procedures.**

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

#### **(a) For Chase Branch Wire Transfers Only:**

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

#### **(b) For Chase Private Client Customers Only:**

Only Chase Private Client Telephone Banking can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
  - Confirming certain personal information about you.
  - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

### **3. Processing, Canceling, Delays and Notifications of Wire Transfers.**

**(a) Processing:** We'll start processing your wire transfer the same business day if we receive it before the cutoff times we establish from time to time or provide you at the time you request your transfer. If we receive your request after that time, we'll process it the following business day. After we start processing your wire transfer, you must have available funds in the deposit account you designated in your Instructions.

**(b) Canceling:** You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

**(c) Modifying:** Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

**(d) Internal Review:** During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

**(e) Notifications:** We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

### **4. Identifying Number.**

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. *If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.*

## Wire Transfer Agreement - continued

### **5. Future Dated Wire Transfers.**

You may request a future dated (one-time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

### **6. Foreign Exchange Transfer.**

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to deduct the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. If you cancel a funds transfer request, other than a cancellation of a Consumer International Funds Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses. If your initial request is returned, cancelled or changed, your new wire transfer request will be subject to a new exchange rate.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

### **7. Fees and Payment Route.**

We may charge a fee when you use this service. Please refer to your account agreement or product information for fees that may apply. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

### **8. Wire Transfer System Rules and Laws.**

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable. If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

### **9. Indemnification.**

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

### **10. Failure to Perform; Limitation of Liability.**

We are only responsible for performing the services specified in this Agreement. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. We are not liable for any indirect, special or consequential damages. Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

### **11. Changes to the Agreement.**

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): 021000021

Recipient's Account Number: 977215102

Sender's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: joshuabotesazan@gmail.com

Transaction Number (Contact ID): 954640373360001

The Email Address and Transaction Number provided will be used for communication purposes.

**Branch / Department Information**

Initiated by: STELLA XU      Initiating Branch: Great Neck Plaza - 8      Phone: 516-773-6317      Request Time: 01:20:01PM

Wire Transfer:  Approved     Declined      Approved/Declined by (Print): \_\_\_\_\_

Approved/Declined by (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Decline Reason: \_\_\_\_\_ Comments: \_\_\_\_\_

Approving Manager (wire amount over limit): \_\_\_\_\_

Method of Approval (attach required supporting documentation)     Phone call     Email     Other (explain): \_\_\_\_\_**Wire Tracking Information**

FX Contract Number (if applicable): \_\_\_\_\_

Cruse Real Estate and Development Corp.  
dba Century 21 American Homes  
Wire Instructions

Chase Bank  
1960 Hempstead Tpke  
East Meadow, NY 11554

Payee MUST Be: Cruse Real Estate And Development Corp.

Routing #: 021000021

Acct #: 525086562

From: 215658011

Amount: 16,480.00



## Wire Transfer Outgoing Request

### Wire Transfer Sender Information

Sender Name: JOSHUA BOTESAZAN				
Account Name: JOSHUA BOTESAZAN ATTORNEY AT LAW		Street Address: 12 WILDWOOD DR		
City: GREAT NECK	State: NY	Zip: 11024-1244	Country: USA	Daytime Phone: 516-299-8333
Primary ID Type: Driver's License	ID Issuer: NY	ID Number: 717459098	ID Issue Date: 09/16/2019	ID Exp: 08/02/2027
Secondary ID Type:	ID Issuer:	ID Number:	ID Issue Date:	ID Exp:
Comments:				

### Wire Transfer Information

Request Date: 04/15/2021	Request time: 01:25:26PM Eastern time	Effective date: 04/15/2021	Wire Type: Domestic
Debit Account #: XXXXX8011	Debit Account Type: CLIENT FUND CHECKING	Wire Amount (US dollars): \$16,480.00	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: Refer to Account Agreement for Pricing
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$16,480.00
FX Contract Number:			

### Recipient Account Information

Account Name: Cruse Real Estate And Development				
Street Address:		Account Number: 525086562		
		City:	State:	Zip:
Text to Recipient: RECIPIENT: Cruse Real Estate And Development Corp. #6 EDWARDS LANE				

### Receiving Bank Information

Bank Name: JPMorgan Chase Bank, National Association				
Street Address: 875 Saw Mill River Rd		Bank ABA/SWIFT Code: 021000021		
		City: Ardsley	State: NY	Zip: 10502
Intermediary Bank Name:				
Street Address:		Intermediary Bank ABA:		
		City:	State:	Zip:
Text to Receiving Bank:				

## Wire Transfer Agreement

### **1. Service.**

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S. **Consumer International Wire Transfers** are wires that are sent from an account used primarily for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

### **2. Security Procedures.**

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

#### **(a) For Chase Branch Wire Transfers Only:**

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

#### **(b) For Chase Private Client Customers Only:**

Only Chase Private Client Telephone Banking can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
  - Confirming certain personal information about you.
  - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

### **3. Processing, Canceling, Delays and Notifications of Wire Transfers.**

**(a) Processing:** We'll start processing your wire transfer the same business day if we receive it before the cutoff times we establish from time to time or provide you at the time you request your transfer. If we receive your request after that time, we'll process it the following business day. After we start processing your wire transfer, you must have available funds in the deposit account you designated in your Instructions.

**(b) Canceling:** You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

**(c) Modifying:** Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

**(d) Internal Review:** During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

**(e) Notifications:** We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

### **4. Identifying Number.**

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. *If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.*

## Wire Transfer Agreement - continued

### **5. Future Dated Wire Transfers.**

You may request a future dated (one -time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

### **6. Foreign Exchange Transfer.**

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to deduct the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. If you cancel a funds transfer request, other than a cancellation of a Consumer International Funds Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses. If your initial request is returned, cancelled or changed, your new wire transfer request will be subject to a new exchange rate.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

### **7. Fees and Payment Route.**

We may charge a fee when you use this service. Please refer to your account agreement or product information for fees that may apply. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

### **8. Wire Transfer System Rules and Laws.**

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable. If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

### **9. Indemnification.**

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

### **10. Failure to Perform; Limitation of Liability.**

We are only responsible for performing the services specified in this Agreement. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. We are not liable for any indirect, special or consequential damages.

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

### **11. Changes to the Agreement**

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): 021000021      Recipient's Account Number: 525086562

Sender's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: joshuabotesazan@gmail.com

Transaction Number (Contact ID): 304635806260001

The Email Address and Transaction Number provided will be used for communication purposes.

**Branch / Department Information**

Initiated by: STELLA XU      Initiating Branch: Great Neck Plaza - 8 Phone: 516-773-6317      Request Time: 01:25:26PM

Wire Transfer:  Approved  Declined      Approved/Declined by (Print): \_\_\_\_\_

Approved/Declined by (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Decline Reason: \_\_\_\_\_ Comments: \_\_\_\_\_

Approving Manager (wire amount over limit) \_\_\_\_\_

Method of Approval (attach required supporting documentation)  Phone call  Email  Other (explain) \_\_\_\_\_**Wire Tracking Information**

FX Contract Number (if applicable) \_\_\_\_\_

VERNON & GINSBURG, LLP

261 MADISON AVENUE

TELEPHONE  
212.949.7300

NEW YORK, NEW YORK 10016  
WWW.VGLLP.COM

FACSIMILE  
212.697.4432

April 22, 2021

Via FIRST CLASS MAIL

Veronica Sarasky  
18 Chestnut Avenue  
Floral Park, NY 11001

Re: Title MA-37487 (6 Edwards Lane, Glen Cove, NY)  
Closing date April 15, 2021

Dear Veronica,

Enclosed please find check #5583 in the sum of \$250.00 payable to you with regard to the above-referenced closing.

Sincerely,



Tiffany Yu  
(tyu@vglp.com)  
Paralegal

Enclosure  
Check 5583

VERNON & GINSBURG, LLP  
ATTORNEY TRUST MASTER ACCOUNT  
PH (212) 949-7300  
261 MADISON AVENUE, 26TH FLR  
NEW YORK, NY 10016-2306

*Signature*  
SIGNATURE BANK  
Private Client Center 222  
261 Madison Avenue  
New York, NY 10016  
1-1357/260

5583

4/22/2021

PAY TO THE  
ORDER OF VERONICA SARASKY

\$ 250. 00

Two Hundred and Fifty & 00/100

DOLLARS

Title No: MA-37478

MEMO 6 Edwards Lane, Glen Cove.



AUTHORIZED SIGNATURE

005583 0260135761 1501327073

# EXHIBIT 8

**VERNON & GINSBURG LLP - MASTER TRUST**

5/7/2021 10:59 AM

Register: 200 · CLIENT ESCROW:Simon, 6 Edwards

From 10/01/2020 through 05/07/2021

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Increase</b>	<b>C</b>	<b>Decrease</b>	<b>Balance</b>
11/24/2020	EFT	Andre Rios	101 · SIGNATURE BANK	payment from buyer	82,400.00			82,400.00
04/15/2021	EFT	JOSHUA BOTESAZAN AT...	100 · CLIENT TRUST ACCO...	Wire from Buyers' Le...	590,593.38			672,993.38
04/15/2021	EFT	Andres Rios	100 · CLIENT TRUST ACCO...	Balance due from Bu...	93,422.84			766,416.22
04/15/2021	EFT	JOSHUA BOTESAZAN AT...	100 · CLIENT TRUST ACCO...	Waived fees from Tit...	166.08			766,582.30
04/22/2021	5583	Veronica Sarasky	101 · SIGNATURE BANK	Title Closer Pickup F...		250.00		766,332.30
04/22/2021	5584	Sutton Land Title Agency	101 · SIGNATURE BANK	County Recording Fe...		935.00		765,397.30
04/23/2021	EFT	Estate of Vicki Simon	101 · SIGNATURE BANK	Balance of Sale Proc...		758,397.30		7,000.00
05/03/2021	eft	Vernon & Ginsburg, LLP	101 · SIGNATURE BANK	VG Legal Fee		7,000.00		0.00

# EXHIBIT 9



Department of Taxation and Finance

## Release of Lien of Estate Tax

Real property or cooperative apartment

ET-117

(10/16)

There is no fee for a release of lien.

E2100003568

Name Vernon & Ginsburg LLP, Attn: Tiffany Yu
Address 261 Madison Avenue, 26th Floor
City, state, ZIP code New York, NY 10016

Type or print the name  
and mailing address of  
the person to whom this  
form should be returned.

Have you filed a New York State estate tax return (either Form ET-706 or ET-90) for the estate? Mark an X in the applicable box.

Yes: If you are filing an amended return, mail the completed Form ET-117 with the amended return to the address shown on that return. If you are not amending a return, mail the completed Form ET-117 to NYS Estate Tax Processing Center, PO Box 15167, Albany NY 12212-5167.

No: You must mail the completed Form ET-117 with Form ET-706, Form ET-90, Form ET-85, Form ET-30, Form TT-385 or Form TT-102 to the address shown on that form.

Estate of VICKI R.C. SIMON aka VICKI CLAIREAUX SIMON	
Date of death 09/30/2018	County of residence at time of death* NASSAU

\* If the decedent was not a resident of New York State at the time of death, enter *nonresident*.

Complete this section for real property. You may list up to two parcels in the same county; use a separate Form ET-117 for each county. File the validated release of lien with the county clerk or commissioner of deeds.

The book of deeds or liber number, page number, and map number are shown on the recorded deed. The section, block, and lot numbers are shown on the property tax bills.

Book of deeds or liber number Liber 6909	At page number page 475	Map number File No. 6923	
Section number 23	Block number 66	Lot number 10	
Property address 6 EDWARDS LANE	Street or road	City, town, or village GLEN COVE	County NASSAU
Book of deeds or liber number	At page number	Map number	
Section number	Block number	Lot number	
Property address	Street or road	City, town, or village	County

Complete this section for cooperative apartments. If you entered real property above, do not complete this section; use a separate Form ET-117.

Also, you must use a separate Form ET-117 for each cooperative corporation and purchaser. Give the validated release of lien to the purchaser.

Name of cooperative corporation			
Address of cooperative apartment	Apartment number(s)	Street or road	
City, town, or village	State	County	ZIP code
Number of shares associated with proprietary lease for apartment(s) listed above			

Pursuant to the provisions of section 249-bb or section 982(c) of the Tax Law, the lien (if any) of the estate tax imposed by Article 10-C or Article 26 of the Tax Law is hereby released with respect to the property described above.

Date APR 21 2021	Deputy commissioner	<i>Janette Mays</i>
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This release is not valid unless the state seal is affixed by the Tax Department to the right of the property description. Each completed description requires a separate seal.

Note: The executor may be held personally liable for unpaid estate tax up to the value of the assets that were distributed before the NYS estate tax was paid in full. The surviving spouse, all beneficiaries, and any other person in possession of property included in the NY gross estate may be held personally liable for unpaid estate tax up to the value of property received from the estate (NYS Tax Law section 975).