

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

Date:

CONTRACT OF SALE, made as of 20
BETWEEN Claude Simon as Administrator of The Estate of Vicki Claireaux Simon

Parties:

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".

The parties hereby agree as follows:

Premises:

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.

Personal Property:

2. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will 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

Purchase Price:

3. The purchase price is **EIGHT HUNDRED AND TWENTY FOUR THOUSAND AND 00/100 DOLLARS**

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

Existing Mortgage:

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

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

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

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

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

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

Purchase Money Mortgage:

5. *(Delete if inapplicable)* If there is to be a purchase money mortgage as indicated in paragraph 3(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 \$ for its preparation.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than percent per annum and the total debt service thereunder shall not be greater than \$ per annum, and (ii) if

the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess to 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.

Down-payment in Escrow:

6. (a) Sellers' attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at **SIGNATURE BANK, 261 Madison Avenue, 26th Fl, NY, NY 10016** 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) *(Delete if inapplicable)* hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request at Closing, the Downpayment

shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the 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 ²⁰, (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 ^A 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 therof, 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.

Apportionments 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 Encumbrances:

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.

Defaults and Remedies:

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.

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 facsimile, 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

Seller

Melissa Lopez

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

Darryl M. Vernon

Examiner

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 shall 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 to 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.

**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