

Note: This form is intended to deal with matters common to most transactions involving the sale of a condominium unit. Provisions should be added, altered or deleted to suit the circumstances of a particular transaction. No representation is made that this form of contract complies with Section 5-702 of the General Obligations Law ("Plain Language Law").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT
Condominium Unit – Contract of Sale

This Contract made as of ~~December~~, 202~~4~~ between

Henry and Linda Wisner,

having a residence or principal place of business at 520 East 81st Street, Unit 2D, New York, NY 10028 (collectively, the "Seller"),
and

Teresa Bernice Parsons,

having a residence or principal place of business at ~~Home 1016, AL 10816~~ ^{2464 Gardenia St.} (collectively, the "Purchaser"),

1. Unit: The Seller agrees to sell and convey, and the Purchaser agrees to purchase the unit known as **520 East 81st Street, Unit 2D, New York, NY 10028** ("Unit") in the building ("Building") known as **The Salem House Condominium** ("Condominium") and located at (**Borough: New York/Manhattan; Block 01577; Lot 1016**) together with an undivided .5790 percent interest in the Common elements (as defined in para. 6) appurtenant thereto, subject to the terms and conditions set forth. The Unit shall be as designated in the Declaration of Condominium Ownership and By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

2. Personal Property: Included in this sale: (a) The sale includes all of Seller's right, title and interest, if any, in and to:

(i) the refrigerators including ice makers, freezers, ranges, ovens and built in microwave ovens, dishwashers, clothes washing machines, clothes dryers, cabinets and counters, lighting and plumbing fixtures, air conditioning equipment, venetian blinds, shades, screens, storm windows and other window treatments, wall-to-wall carpeting, bookshelves, switch plates, door hardware, built-ins, fireplace equipment, built in wine racks, mantels, stained glass, built in mirrors and articles of property and fixtures attached to or appurtenant to the Unit, except those listed in subpara. 2(b), all of which included property and fixtures are represented to be owned by Seller, free and clear of all liens and encumbrances other than those encumbrances ("Permitted Exceptions") set forth on Schedule A (~~strike inapplicable items~~); and
– **Note – all property is as presently existing (if existing) and is sold "as is" and "where is."**

(ii) additional other specific Personal Property included in this sale:

(b) Excluded from this sale are:

(i) furniture and furnishings (other than as specifically provided in this Contract); and

(ii) additional other specific Personal Property excluded from this sale:

(c) The property referred to in subpara. 2(a)(i) and (ii) may not be purchased if title to the Unit is not conveyed pursuant to this contract.

3. Purchase Price: (a) The purchase price ("Purchase Price") is **\$540,000.00**, payable as follows:

(i) **\$54,000.00** ("Downpayment") on the signing of this Contract by check subject to collection, the receipt of which is hereby recognized, to be held in escrow pursuant to para. 16; and

(ii) **\$486,000.00**, representing the balance of the Purchase Price, by certified check of Purchaser or official bank check (except as otherwise provided in this Contract) on the delivery of the deed.

(b) All instruments in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrowee (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of the Seller (or as Seller otherwise directs pursuant to subparas. 6(a)(ix) or 19(b)).

(c) Aside from the Downpayment and checks aggregating not more than one-half of one percent of the Purchase Price, including closing adjustments, all checks delivered by Purchaser shall be certified or official bank checks as herein provided.

4. Closing of Title: The closing documents referred to in para. 6 shall be delivered, and payment of the balance of the Purchase Price shall be made, at The Closing, to be held on **or about February 15, 2024**, at the offices of **Seller's attorney or remotely** ~~or at the office of Purchaser's lending institution or its counsel; provided, however, that such office is located in either the City or County in which either (a) Seller's attorney maintains an office or (b) the Unit is located.~~

5. Representations, Warranties and Covenants: The Seller unconditionally represents, warrants and covenants that:

(a) The Seller is the sole rightful owner of the Unit and the personal property described in subpara. 2(a), and Seller has the full right, power and authority to sell, convey and transfer the same;

(b) The common charges imposed by the Condominium (excluding separately billed utility charges) for the Unit on the date hereof are **\$690.04 plus \$96.44 assessment that runs from January 1, 2020 through December 31, 2024;**

(c) Seller has not received any notice, written or oral, of any intended assessment or increase in common charges not reflected in subpara. 5(b). Purchaser acknowledges that it will not have the right to cancel this Contract in the event of the imposition of any assessment or increase in common charges after the date hereof of which Seller has not heretofore received written or oral notice;

(d) **The real estate taxes for the Unit for the NYC Tax Year of 2023/2024 are \$ 7,323.68 per year without the STAR exemption.**

(e) Seller is not a "sponsor" or a nominee of a "sponsor" under any plan of condominium organization affecting the Unit;

(f) All refrigerators including ice makers, freezers, ranges, ovens and built in microwave ovens, dishwashers, clothes washing machines, clothes dryers, cabinets and counters, lighting and plumbing fixtures, air conditioning equipment, Venetian blinds, shades, screens, storm windows and other window treatments, wall-to-wall carpeting, bookshelves, switch plates, door hardware, built-ins, fireplace equipment, built in wine racks, mantels, stained glass, built in mirrors and articles or property, **if any**, included in this sale will be in working order at the time of Closing;

(g) If a copy is attached to this Contract, the copy of the Certificate of Occupancy covering the Unit is a true and correct copy; and

(h) Seller is not a "foreign person" as defined in IRC #1445 as amended, and the regulations thereunder (Code Withholding Section). (*If applicable, delete and provide for compliance with Code Withholding Section, as defined in para. 18*).

6. Closing Documents: (a) At the Closing, Seller shall deliver to Purchaser the following:

(i) Bargain and sale deed with covenant against grantor's acts ("Deed"), complying with RPL section 339-0 and containing the covenant required by Lien Law section 13 (5), conveying to Purchaser title to the Unit, and any garage or storage units appurtenant to the Unit, together with its undivided interest in the Common Elements (as such term is defined in the Declaration and which term shall be deemed to include Seller's right, title and interest in any limited common elements attributable to or used in connection with the Unit) appurtenant thereto, free and clear of all liens and encumbrances other than Permitted Exceptions. The Deed shall be executed and acknowledged by Seller and, if requested by the Condominium, executed and acknowledged by Purchaser, in proper statutory form for recording;

(ii) If a corporation and if required pursuant to BCL § 909, Seller shall deliver to Purchaser (1) a resolution of its board of directors authorizing the delivery of the Deed or a statement included in the Deed as follows: "This conveyance is made in the ordinary course of business actually conducted by the Grantor", and (2) a certificate executed by an officer of such corporation certifying as to the adoption of such resolution and setting forth facts demonstrating that the delivery of the Deed is in conformity with the requirements of BCL § 909. The Deed shall also contain a recital sufficient to establish compliance with such law;

(iii) A waiver of right of first refusal of the board of managers of the Condominium ("Board") if required in accordance with para. 8;

(iv) A statement by the Condominium or its managing agent on behalf of and authorized by the Condominium that the common charges and any assessments then due and payable to the Condominium have been paid to the date of the Closing;

(v) All keys to the doors of, and mailbox and for, the Unit; and storage units.

(vi) Such affidavits and/or other evidence as the title company ("Title Company") from which Purchaser has ordered a title insurance report and which is authorized to do business in New York

State shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against Seller and persons or entities whose names are the same as or are similar to Seller's name;

(vii) New York City Real Property Transfer Tax Return, if applicable, prepared, executed and acknowledged by Seller in proper form for submission;

(ix) Checks in payment of all applicable real property transfer taxes except a transfer tax which by law is primarily imposed on the purchaser ("Purchaser Transfer Tax") in connection with the sale. In lieu of delivery of such checks, Seller shall have the right, upon not less than 3 business days notice to Purchaser, to cause Purchaser to deliver checks at the Closing and to credit the amount against the balance of the Purchase Price. Seller shall pay the additional transfer taxes, if any, payable after the Closing by reason of the conveyance of the Unit, which obligation shall survive the Closing;

(x) Certification that Seller is not a foreign person pursuant to para. 18. (If inapplicable, delete and provide for compliance with Code Section, as defined in para. 18.); and

(xi) Affidavit that a single station smoke detecting alarm device is installed pursuant to New York Executive Law section 378(5).

(b) At the Closing, Purchaser shall deliver to Seller the following:

(i) Checks in payment of (y) the balance of the Purchase Price in accordance with subpara. 3(b) and (z) any Purchaser Transfer Tax;

(ii) If required by the Declaration or By-Laws, power of attorney to the Board, prepared by Seller or the Condominium's agent, in the form required by the Condominium. The Power of attorney shall be executed and acknowledged by Purchaser and, after being recorded, shall be sent to the Condominium;

(iii) New York City Real Property Transfer Tax Return executed and acknowledged by Purchaser and an Affidavit in Lieu of Registration pursuant to New York Multiple Dwelling Law, each in proper form for submission, if applicable; and

(iv) If required, New York State Equalization Return executed and acknowledged by Purchaser in proper form for submission.

(c) It is a condition of Purchaser's obligation to close title hereunder that:

(i) All notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Unit and noted or issued by any governmental department, agency or bureau having jurisdiction which were noted or issued on or prior to the date hereof shall have been cured by Seller;

(ii) Any written notice to Seller from the Condominium (or its duly authorized representative) that the Unit is in violation of the Declaration, By-Laws or rules and regulations of the Condominium shall have been cured; and

(iii) The Condominium is a valid condominium created pursuant to RPL Art. 9-B and the Title Company will insure the same.

7. Closing Adjustments: (a) The following adjustments shall be made as of 11:59 P.M. of the day before the Closing:

(i) Real estate taxes and water charges and sewer rents, unless same are part of common charges, on the basis of the fiscal period for which assessed, except that if there is a water meter with respect to the Unit, apportionment shall be based on the last available actual reading, subject to adjustment after the Closing, promptly after the next reading is available; provided, however, that in the event real estate taxes have not, as of the date of Closing, been separately assessed to the Unit, real estate taxes shall be apportioned on the same basis as provided in the Declaration or By-Laws or, in the absence of such provision, based upon the Unit's percentage interest in the Common Elements;

(ii) Common charges of the Condominium; and

(iii) If fuel is separately stored with respect to the Unit only, the value of fuel stored with respect to the Unit at the price then charged by Seller's supplier (as determined by a letter or certificate to be obtained by Seller from such supplier), including any sales taxes.

(b) If at the time of Closing the Unit is affected by an assessment which is or may become payable in installments, then, for the purposes of this Contract, only the unpaid installments which are then due shall be considered due and are to be paid by Seller at the Closing. All subsequent installments at the time of Closing shall be the obligation of Purchaser.

(c) Any errors or omissions in computing closing adjustments shall be corrected. This subpara. 7(c) shall survive the Closing.

(d) If the Unit is located in the City of New York, the "customs in respect to title closings" recommended by The Real Estate Board of New York, Inc., as amended and in effect on the date of Closing, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

8. Right of First Refusal: If so provided in the Declaration or By-Laws, this sale is subject to and conditioned upon the waiver of a right of first refusal to purchase the Unit held by the Condominium and exercisable by the Board. Seller agrees to give notice promptly to the Board of the contemplated sale of the Unit to Purchaser, which notice shall be given in accordance with the terms of the Declaration and By-Laws, and Purchaser agrees to provide promptly all applications, information and references reasonably requested by the Board. If the Board shall exercise such right of first refusal, Seller shall promptly refund to Purchaser the Downpayment (which term, for all purposes of this contract, shall be deemed to include interest, if any, earned thereon, and title charges including but not limited to examination of title and departmental charges) and upon the making of such refund this Contract shall be deemed cancelled and of no further force or effect and neither party shall have

any further rights against, or obligation or liabilities to, the other by reason of this contract. If the Board shall fail to exercise such right of first refusal within the time and in the manner provided for in the Declaration or By-Laws or shall declare in writing its intention not to exercise such right of first refusal (a copy of which writing shall be delivered to Purchaser promptly following receipt thereof), the parties hereto shall proceed with this sale in accordance with the provisions of this contract.

9. Processing Fee: Seller shall, at the Closing, pay all fees and charges payable to the Condominium (and/or its managing agent) in connection with this sale, including, but not limited to, any processing fee, the legal fees, if any, of the condominium's attorney in connection with this sale and, unless otherwise agreed to by Seller and Purchaser in writing, all "flip taxes," transfer or entrance fees or similar charges, if any, payable to or for the Condominium or otherwise for the benefit of the Condominium unit owners, which arise by reason of this sale. Said fees, as disclosed by the Declaration, are as follows:

Buyer: Moving Fee: Non-Refundable fee of \$500.00 (plus possible \$100.00 extra); Moving Deposit: Refundable deposit of \$500.00; Application Processing Fee: Non-refundable fee of \$300.00; Credit Check Fee: Non-refundable fee of \$_____ per prospective purchaser; \$_____ closing fee due from buyer; Working Capital equal to _____ months Common Charges due from buyer.

Seller: Closing Document Processing Fee: Payment of \$_____00; Moving Deposit: Refundable deposit of \$1,000.00; Moving Fee: Non-Refundable fee of \$500.00 (plus possible \$100.00 extra).

These amounts are provided by Seller as a courtesy. Buyer should confirm all closing/moving/processing fees via an application package, other condo or management company documents, or by contacting the condo and/or management company.

10. No Other Representations: Purchaser has examined and is satisfied with the Declaration, By-Laws and rules and regulations of the Condominium as amended, or has waived the examination thereof. Purchaser has inspected the Unit, its fixtures, appliances and equipment and the personal property, if any, included in this sale, as well as the Common Elements of the Condominium, and knows the condition thereof and, subject to subpara. 5(f), agrees to accept the same "as is," i.e., in the condition they are in on the date hereof, subject to normal use, wear and tear between the date hereof and the Closing. Purchaser has examined or waived examination of the last audited financial statements of the Condominium, and has considered or waived consideration of all other matters pertaining to this Contract and to the purchase to be made hereunder, and does not rely on any representations made by any broker or by Seller or anyone acting or purporting to act on behalf of Seller as to any matters which might influence or affect the decision to execute this Contract or to buy the Unit, or said personal property, except those representations and warranties which are specifically set forth in this Contract.

11. Possession: Seller shall, at or prior to the Closing, remove from the Unit all furniture, furnishings and other personal property not included in this sale, shall repair any damage caused by such removal, and shall deliver exclusive possession of the Unit at the Closing, vacant, broom-clean and free of tenancies or other rights of use or possession.

12. Access: Seller shall permit Purchaser and its architect, decorator or other authorized persons to have the right of access to the Unit between the date hereof and the Closing for the purpose of inspecting the same and taking measurements, at reasonable times, for a reasonable number of times, and upon reasonable prior notice to Seller (by telephone or otherwise). Further, Purchaser shall have the right to inspect the Unit at a reasonable time during the 24-hour period immediately preceding the Closing.

13. Defaults and Remedies: (a) If purchaser defaults hereunder, Seller's sole remedy shall be to 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.

14. Notices: Any notice, request or other communication ("Notice") given or made hereunder (except for the notice required by para. 12), shall be in writing and either (a) sent by any of the parties hereto or their respective attorneys, by registered or certified mail, return receipt requested, postage prepaid, or (b) delivered in person or by overnight courier, with receipt acknowledged, to the address given at the beginning of this Contract for the party to whom the Notice is to be given, or to such other address for such party as said party shall hereafter designate by Notice given to the other party pursuant to this para. 14. **Requests and other communications can also be sent via facsimile or e-mail. Any notices (excepting notices of default) may also be sent via facsimile with the sender retaining confirmation of receipt.** Each Notice mailed shall be deemed given on the fourth business day following the date of mailing and each Notice delivered in person, or by overnight courier, or by e-mail or facsimile shall be deemed given

15. Purchaser's Lien: The Downpayment and all other sums paid on account of this Contract and the reasonable expenses of the examination of title, and departmental violation searches in respect of, the Unit are hereby made a lien upon the Unit, but such lien shall not continue after default by Purchaser.

16. Downpayment in Escrow: (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at the depository identified at the end of this Contract until Closing or sooner termination of this Contract and shall pay over or apply the Downpayment in accordance with the terms of this para.16. 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 at the end of this contract. 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 para.14) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not 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 of competent jurisdiction. However, Escrowee shall have the right at any time to deposit the Downpayment with the clerk of a court in the county in which the Unit is 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 para. 16, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

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

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

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this para. 16 by signing in the place indicated in 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.

17. FIRPTA: Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC section 1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person in the form then required by the Code Withholding Section. In the event Seller fails to deliver the aforesaid certification or in the event that Purchaser is not entitled under the Code Withholding Section to rely on such certification, Purchaser shall deduct and withhold from the Purchase Price a sum equal to ~~10~~15% thereof and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

18. Title Report; Acceptable Title: (a) Purchaser shall promptly after the date hereof, or after receipt of the mortgage commitment letter, if applicable, order a title insurance report from the Title Company. Promptly after receipt of the title report and thereafter of any continuation thereof and supplements thereto, Purchaser shall forward a copy of each such report, continuation or supplement to the attorney for Seller. Purchaser shall further notify Seller's attorney of any other objections to title not reflected in such title report of which Purchaser becomes aware following the delivery of such report, reasonably promptly after becoming aware of such objections.

(b) Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two business days following the date of Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Purchaser at the Closing official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made not less than 3 business

days before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and other-wise complying with subpara. 3(b). If the Title Company is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Unit and is willing to insure the lien of Purchaser's Institutional Lender (as hereinafter defined) free and clear of any such charges, liens and encumbrances, the Seller shall have the right in lieu of payment and discharge to deposit with the Title Company such funds or give such assurances or to pay such special or additional premiums as the Title Company may require in order to so insure. In such cases the charges, liens and encumbrances with respect to which the Title Company has agreed to insure shall not be considered objections to title.

(c) Seller shall convey and Purchaser shall accept fee simple title to the Unit in accordance with the terms of this Contract, subject only to: (a) the Permitted Exceptions and (b) such other matters as (i) the Title Company or any other title insurer licensed to do business by the State of New York shall be willing, without special or additional premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Unit (ii) shall be accepted by any lender which has committed in writing to provide mortgage financing to Purchaser for the purchase of the Unit ("Purchaser's Institutional Lender"), except that if such acceptance by Purchaser's Institutional Lender is unreasonably withheld or delayed, such acceptance shall be deemed to have been given.

(d) Notwithstanding any contrary provisions in the Contract, express or implied, or any contrary rule of law or custom, if Seller shall be unable to convey the Unit in accordance with this Contract (provided that Seller shall release, discharge or otherwise cure at or prior to Closing any matter created by Seller after the date hereof and any existing mortgage, unless this sale is subject to it) and if Purchaser elects not to complete this transaction without abatement of the Purchase Price, the sole obligation and liability of Seller shall be to refund the Downpayment to Purchaser, together with the reasonable cost of the examination of title and departmental violation searches in respect of, the Unit, and upon the making of such refund and payment, this Contract shall be deemed cancelled and of no further force or effect and neither party shall have any further rights against, or obligation or liabilities to, the other by reason of this contract. However, nothing contained in the subpara. 19(d) shall be construed to relieve Seller from liability due to a willful default.

19. Risk of Loss; Casualty: (a) The risk of loss or damage to the Unit or the personal property included in this sale, by fire or other casualty, until the earlier of the Closing or possession of the Unit by Purchaser, is assumed by Seller, but without any obligation of Seller to repair or replace any such loss or damage unless Seller elects to do so as hereinafter provided. Seller shall notify Purchaser of the occurrence of any such loss or damage to the Unit or the personal property included in this sale within 10 days after such occurrence or by the date of Closing, whichever first occurs, and by such notice shall state whether or not Seller elects to repair or restore the Unit and/or the personal property, as the case may be. If Seller elects to make such repairs and restorations, Seller's notice shall set forth an adjourned date for the Closing, which shall be not more than 60 days after the date of the giving of Seller's notice. If Seller either does not elect to do so or, having elected to make such repairs and restorations, fails to complete the same on or before said adjourned date for the Closing, Purchaser shall have the following options:

(i) To declare this Contract cancelled and of no further force or effect and receive a refund of the Downpayment in which event neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract; or

(ii) To complete the purchase in accordance with this Contract with- out reduction in the Purchase Price, except as provided in the next sentence. If Seller carries hazard insurance covering such loss or damage, Seller shall turn over to Purchaser at the Closing the net proceeds actually collected by Seller under the provisions of such hazard insurance policies to the extent that they are attributable to loss of or damage to any property included in this sale, less any sums theretofore expended by Seller in repairing or replacing such loss or damage or in collecting such proceeds; and Seller shall assign (without recourse to Seller) Seller's right to receive any additional insurance proceeds which are attributable to the loss of or damage to any property included in this sale.

(b) If Seller does not elect to make such repairs and restorations, Purchaser may exercise the resulting option under (i) or (ii) of (a) above only by notice given to Seller within 10 days after receipt of Seller's notice. If Seller elects to make such repairs and restorations and fails to complete the same on or before the adjourned closing date, Purchaser may exercise either of the resulting options within 10 days after the adjourned closing date.

(c) In the event of any loss of or damage to the Common Elements which materially and adversely affects access to or use of the Unit, arising after the date of this Contract but prior to the Closing, Seller shall notify Purchaser of the occurrence thereof within 10 days after such occurrence or by the date of Closing, whichever occurs first, in which event Purchaser shall have the following options:

(i) To complete the purchase in accordance with this Contract without reduction in the Purchase Price; or

(ii) To adjourn the Closing until the first to occur of (1) completion of the repair and restoration of the loss or damage to the point that there is no longer a materially adverse effect on the access to or use of the Unit or (2) the 60th day after the date of the giving of Seller's aforesaid

notice. In the event Purchaser elects to adjourn the Closing as aforesaid and such loss or damage is not so repaired and restored within 60 days after the date of the giving of Seller's aforesaid notice, then Purchaser shall have the right either to (x) complete the purchase in accordance with this Contract without reduction in the Purchase Price or (y) declare this Contract cancelled and of no further force or effect and receive a refund of the Downpayment, in which latter event neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract.

(d) In the event of any loss of or damage to the Common Elements which does not materially and adversely affect access to or use of the Unit, Purchaser shall accept title to the Unit in accordance with this Contract without abatement of the Purchase Price.

20. Internal Revenue Service Reporting Requirement: Each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRC section 6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions. The provisions of this para. 21 shall survive the Closing. The parties designate **Purchaser's Attorney or Title Company** as the attorney responsible for reporting this information as required by the Internal Revenue Code.

21. Broker: Seller and Purchaser represent and warrant to each other that the only real estate broker with whom they have dealt in connection with this Contract and the transaction set forth herein is/are **Douglas Elliman and The Gonzalez Property Group**, and that they know of no other real estate broker who has claimed or may have the right to claim a commission in connection with this transaction. The commission of such real estate shall be paid by Seller pursuant to separate agreement. If no real estate broker is specified above, the parties acknowledge that this Contract was brought about by direct negotiation between Seller and Purchaser and each represents to the other that it knows of no real estate broker entitled to a commission in connection with this transaction. Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses (including reasonable attorneys' fees) arising out of the breach of any representation, warranty or agreement contained in this para. 22. The provisions of this para. 22 shall survive the Closing or, if the Closing does not occur, the termination of this Contract.

22. Mortgage Contingency: *(Delete if inapplicable)* (a) The obligations of Purchaser hereunder are conditioned upon issuance on or before **forty-five days after Purchaser's receipt of a fully-signed Contract** (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a loan, other than a VA, FHA or other governmentally insured loan to Purchaser, at Purchaser's sole cost and expense, of **\$378,000.00** or such lesser sum as Purchaser shall be willing to accept at the prevailing fixed rate of interest not to exceed _____ or initial adjustment rate of interest not to exceed _____ for a term of at least **25-30** years and on other customary commitment terms, whether or not conditioned upon any factors other than an appraisal satisfactory to the Institutional Lender, secured by a first mortgage on the Unit together with its undivided interest in the Common Elements. Purchaser shall (i) make prompt application to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information on Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, (v) cooperate in good faith with such Institutional Lender to the end of securing such first mortgage loan and (vi) 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 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 obligation 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 para. 22. 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, the 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 para. 23.

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

(Delete if inapplicable)(c) Purchaser and Seller agree that the submission of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in para. 23(a)(i) of this Contract, and that Purchaser's cooperation in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker), and the prompt giving of Notice of Purchaser to Seller of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in para. 23(a)(v) and (vi) of this Contract.

23. Gender: As used in this Contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require.

24. Entire Contract: All prior understandings and agreements, written or oral, between Seller and Purchaser are merged in the Contract and this Contract supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

25. Captions: The captions in this Contract are for convenience and reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provision hereof.

26. No Assignment by Purchaser: Purchaser may not assign this Contract or any of Purchaser's rights hereunder.

27. Successors and Assigns: Subject to the provisions of para. 27, the provisions of this Contract shall bind and inure to the benefit of the Purchaser and Seller and their respective distributees, executors, administrators, heirs, legal representatives, successors and permitted assigns.

28. No Oral Changes: This Contract cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by both parties to this Contract.

29. Contract Not Binding Until Signed: This Contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

In Witness Whereof, the parties hereto have duly executed this Contract on the day and year first above written.

Henry Wisner, by Parv Silli POA
Seller Henry Wisner (Soc. Sec. No.)

Linda Wisner, by Parv Silli POA
Seller Linda Wisner (Soc. Sec. No.)

Agreed to as to para. 16: _____

DocuSigned by:
Teresa Bernice Parsons
1093EF673078405
Purchaser Teresa Bernice Parsons (Soc. Sec. No.)

Purchaser (Soc. Sec. No.)
Escrow Depository: Parv Silli

**RIDER ANNEXED TO AND FORMING APART OF CONTRACT OF SALE BETWEEN
HENRY WISNER and LINDA WISNER, AS SELLERS (collectively, "SELLER"),**

and

TERESA BERNICE PARSONS, AS PURCHASER

PREMISES: 520 East 81st Street, Apt.2D, New York, NY 10028

30. Supplementing the Contract, the Premises Unit shall be sold and conveyed subject to the following matters, in addition to those matters set forth in said Contract:

~~(a) Any state of facts an accurate survey may show that would not render title unmarketable;~~

~~(b) Any and all covenants, restrictions, easements, reservations, agreements, rights of way and easements of record, if any, affecting the Premises and the building in which it is located, provided same do not prohibit the current use of the existing structures and/or improvements to the Premises, including but not limited to rights, if any, contained in any instrument of record, permitting the municipality in which the Premises are located or any public utility, telephone or cable television company, to install, maintain, operate and/or repair pipes, wires, cables, poles and related equipment in, over and upon the Premises;:-~~

~~(c) Party walls and party wall agreement(s), if any;~~

~~(d) Violations of any covenants, restrictions, reservations, easements and agreements by existing buildings and other improvements shall not be an objection to title provided the company insuring title shall agree to insure, at their standard rates, that such buildings and other improvements may remain in their present location as long as same shall stand at no additional premium.~~

~~(e) Variations between the record lot lines and fences and retaining walls, if any, and those shown on the tax maps;~~

~~(f) Eneeroachments, if any, of fences, cellar doors, walls, retaining walls, copings, sidewalk elevators, fences, trees, hedges, windows, railings, stoops, chimneys, driveways and sidewalks upon public streets and highways;~~

(g) Terms and Conditions of the Offering Plan and any actions, policies, rules or regulations of the Condominium, including but not limited to by-laws, house rules and regulations, and any subsequent amendments.

31. The acceptance of the Deed or Unit Assignment Agreement by the Buyer shall be deemed full compliance by Seller of all the terms of this contract it agreed to perform. None of the provisions of this contract shall survive delivery of the Deed or Unit Assignment Agreement,

except as specifically provided in writing to survive the closing.

32. Supplementing paragraph 3 of the Contract, and except for purposes of the contract deposit, checks drawn upon out-of-state bank branches or accounts (even if the bank has offices in New York), attorney escrow checks, attorney closing checks and checks made payable to Purchaser or another party and indorsed to Seller will not be accepted by Seller, and tender of same will not constitute compliance by Purchaser with its obligations hereunder.

~~33. Supplementing paragraph 22 of the Contract of Sale, Purchaser shall make an application for a mortgage within 7 business days of delivery of a fully signed copy of the contract to Purchaser. The Purchaser and Seller further agree that a condition in Purchaser's mortgage commitment which makes the commitment subject to the ability of the Purchaser to sell an existing home or other property, or to reduce outstanding debt, or for Seller to make any expenditures or repairs to the property, shall not be considered in determining whether or not the Purchaser has obtained a firm mortgage commitment for the purpose of this contract. The Seller's acceptance of funds from the Purchaser's Lending Institution shall in no way relieve Purchaser of its obligation to pay the balance due at closing, along with all costs incurred by Seller in collecting the proceeds, including attorneys' fees, in the event that Purchaser's Lending Institution's checks are dishonored.~~

~~34. Supplementing paragraph 22 of the Contract, if Purchaser's application for the mortgage loan is not approved or is rejected, the Lender is authorized to turn over to Seller upon Seller's written request the reason for rejection or failure to approve Purchaser's application and any relevant documents. If Purchaser receives a commitment which expires prior to closing, it shall be Purchaser's obligation to have the commitment extended, **for up to 30 days past the scheduled close date**, if this sale cannot be closed before such commitment expires (even if this requires Purchaser to accept a change in the commitment's terms or to incur additional expenses).~~

35. With respect to Seller's obligations under paragraph 18 of this Contract, Purchaser shall, within ten (10) days after receipt of the title report and each update, continuation or supplement thereto, deliver to Seller a written notice setting forth any liens or encumbrances affecting, or other defects in or objections to, title to the Premises disclosed by such materials, other than existing mortgages. The failure by Purchaser to deliver any notice required within such time period shall constitute a waiver by Purchaser of any objection to title disclosed by such notice. **Seller's attorney's receipt of a title report shall qualify as sufficient notice hereunder.** Seller and Purchaser agree that Seller shall have no obligation to bring any action or proceeding, to make a variance application, ~~to obtain a certificate of occupancy or a certificate of completion~~, or to incur any expense **greater than 1% of the purchase price whatsoever** to (i) remove or remedy any defects, liens, or encumbrances, (ii) render title marketable ~~or insurable~~, or (iii) comply with its obligations under these paragraphs. In such event, it is agreed that Purchaser may purchase the property "As is" and take such title as Seller can convey, without abatement or reduction of the purchase price. Alternatively, Purchaser may refuse to take title, and, in that event, the only liability of Seller shall be to return the Contract Deposit and any reasonable title search charges actually paid. Upon Seller's payment of said sums, Seller and Purchaser shall be released from any and all liabilities and obligations under this Contract and this Contract shall terminate.

36. Purchaser shall have the right to conduct, at its own expense, and within ten (10) days from the date Purchaser's attorney receives a fully executed copy of this Contract (i) a termite inspection, and/or (ii) an inspection of the Premises for the presence of any lead-based paint hazards. In the event that active termite infestation or lead-based paint or lead-based paint hazards is revealed, then Purchaser shall so notify Seller in writing within five (5) business days of receipt of such results and provide a written inspection report evidencing such results. In such event, Seller shall have the option to either (a) cancel this Contract or, at Seller's expense (b)(i) treat the described termite infestation and furnish Purchaser with a one-year guarantee against re-infestation from a treating professional (or treat the infestation and tender to Purchaser at closing a transferable contract with a treating company); and (b)(ii) remove the described lead-based paint hazards at Seller's expense and furnish Purchaser with a certification from an inspector and/or risk assessor, in which event Purchaser shall complete its obligations under this Contract pursuant to the terms hereof.

Purchaser acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home," and agrees to execute the Disclosure of Information On Lead-Based Paint and/or Lead-Based Paint Hazards form made a part hereof.

37. Purchaser represents to Seller that Purchaser is not less than eighteen (18) years of age, that to Purchaser's actual knowledge, there are no outstanding judgments against Purchaser and that no bankruptcy or other insolvency proceeding has been commenced against Purchaser or filed by Purchaser as debtor.

38. Submission by Seller of the Contract or this Rider for execution by Purchaser shall confer no rights, nor impose any obligations on either Seller or Purchaser, unless and until both Seller and Purchaser have fully executed the Contract and all Riders and fully executed originals thereof have been delivered to Purchaser.

~~39. The Purchaser hereby represents that it has obtained a home engineering inspection or has had the opportunity to obtain one and is satisfied with the results thereof. The Purchaser hereby waives, releases, and discharges all rights, claims and actions against the Seller and against the real property resulting or arising from the Property Condition Disclosure Act, codified at New York Real Property Law Sections 460, et seq. with the exception of its right to receive a \$500.00 credit at closing. In the event this clause is void or unenforceable, Seller's liability is hereby limited to \$500.00 and Purchaser acknowledges receipt of said sum as the purchase price at closing will be reduced by said amount. This provision shall survive the closing of title.~~

40. This Contract and Rider contain the entire agreement between the parties and cannot be amended, supplemented or modified except in writing, signed by both Seller and Purchaser. If there are any preliminary agreements, deposits or binders, the same are hereby merged in and superseded by the Contract. In the event of any conflict or inconsistency between any of the provisions of this Rider and any of the provisions contained in the pre-printed form of this Contract; all such conflicts and inconsistencies shall be resolved in favor of the provisions of this

Rider.

41. Seller makes no representations regarding whether the Premises are suitable for any intended use by the Purchaser, or whether the Premises can be utilized for or modified for any of Purchaser's intended purposes other than a residential condominium unit consistent with zoning or other applicable laws, or any applicable rules and regulations governing occupancy at the Condominium.

42. The Parties agree that Seller's delivery of the deed conveying title to Purchaser is deemed to be conditional on the collection of all funds delivered to Seller, whether or not certified. The Seller's acceptance of any payments from Purchaser or its lender shall in no way relieve Purchaser of its obligation to pay the balance of monies due at Closing in the event any check or other instrument tendered is uncollectible. The Parties agree that the deed shall be deemed to have been delivered in escrow pending collection of funds represented by the uncertified checks. Should said funds not be collected within seven (7) days of presentation at a New York bank, the deed shall be redelivered to the Seller, and Purchaser shall vacate the Premises immediately. Purchaser further agrees to reimburse Seller for all expenses incurred in obtaining full payment of the contract price, including reasonable attorneys' fees. This provision shall survive delivery of the deed.

~~43. Purchaser will reimburse Seller for the proportional share of any attorneys' fees incurred in obtaining a reduction in the property's assessed value, which share of attorneys' fees can be apportioned to the relevant tax years of the taxing authorities for the time Purchaser owns the property.~~

Date: ^{January 3} ~~December~~, 202⁴

Henry Wisner, by Pats. Sll POA
Seller: Henry Wisner

Linda Wisner, by Pats. Sll POA
Seller: Linda Wisner

DocuSigned by:
Teresa Bernice Parsons
1693EF673678405...
Purchaser: Teresa Bernice Parsons

ADDITIONAL RIDER ANNEXED TO AND MADE PART OF CONTRACT OF SALE
DATED ~~JANUARY 3, 2021~~ BY AND BETWEEN HENRY WISNER & LINDA
WISNER, AS SELLER AND TERESA BERNICE PARSONS, AS PURCHASER

1. If there be any conflict between the printed portion of this Contract and the Rider thereto and the provisions of this Additional Purchaser Rider, the provisions of this Additional Purchaser Rider shall control.
2. Supplementing the printed form Contract, Seller represents, warrants and covenants that:
 - a. Seller shall deliver to Purchaser a copy of any Amendments to the offering plan or any financial statements for the Condominium received by Seller after the date of this Contract. Failure to do so shall not be considered a default by Seller.
 - b. At the time of Closing, there shall be a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the Unit and the Building.
 - c. At the time of the Closing, there shall be no judgments outstanding against Seller which have not been bonded against collection out of the Unit.
3. Seller represents and warrants to the best of its knowledge, with none of such warranties surviving Closing (unless otherwise specifically stated herein), that:
 - a. There is no damage to any part of the Unit that is not visible on account of the placement of Seller's furniture, floor coverings except for discoloration of the floor where rugs or furniture have been placed and discoloration of the walls where pictures were hung and/or wall hangings; and
 - b. All mechanical systems and equipment located in or servicing the Unit that are the responsibility of the Seller are presently, and at the time of Closing shall be, in working order. The systems to which this representation shall apply include, without limitation, the plumbing, electrical, heating and air conditioning systems and their respective fixtures.
 - c. If Seller removes any lighting fixtures within the unit pursuant to the Contract, Seller must replace said light fixtures with standard "builder's fixtures" in a good and workmanlike manner, and at Seller's sole cost and expense, prior to Closing.

- d. At closing, all utilities servicing the Unit, including but not limited to gas, electric and water, shall be in working order at the time of Closing, whether or not it is the responsibility of the Condominium to restore/repair.
- e. If there are any plumbing, heating, air conditioning or electrical problems to repair prior to Closing which are the responsibility of the Condominium to repair, Seller, upon learning of same or receiving notice of such condition, shall promptly notify the Condominium of same and shall use Seller's reasonable efforts to have such problems corrected prior to Closing and shall deliver all documentation, if any, regarding such repair to Purchaser at Closing.
- f. The windows, ceilings, walls and floors of the Unit for the past twelve months have been, are presently, and at the time of Closing shall be, free from seepage or leaks. If any water leaks emanating from or within the Unit is discovered prior to Closing, Seller shall promptly remedy same. Purchaser shall not be required to close until the water leak has been corrected and any damage resulting therefrom has been repaired. If any water leak is discovered from another unit or common area into the Unit, Seller shall take all necessary steps to notify the responsible party or parties and shall use diligent efforts to induce the responsible party or parties to promptly remedy same and repair any resultant damage.
- g. Seller (without duty to inquire) is unaware of the presence of any insects, including bedbugs, and/or vermin in the unit within the last year.
- h. Seller (without duty to inquire) has no knowledge of the existence of any lead, asbestos, toxic mold or other dangerous substance or condition in the Unit.
- i. Seller (without duty to inquire) has neither made nor received any complaints concerning unusual or disruptive noise emanating from or audible in the Unit, leaks or unusual odors emanating from or permeating the Unit.
- j. Seller (without duty to inquire) has received no notice and has no knowledge of any pending litigation or claim against Seller which adversely affects Seller's right to sell the Unit in accordance with the terms and conditions of this Contract.
- k. Seller has received no notice that the use and/or occupancy of the Unit is in violation of the Declaration, the Condominium's by-laws (the "By-Laws") or house rules (the "House Rules"), or any applicable provision of law.

1. Seller represents and warrants that, all alterations, additions or improvements which have been made in or to the Unit that required governmental approval were made in compliance with all governmental laws, ordinances, codes, rules and regulations, and are fully paid for. Seller further represents that they have not made any alterations, additions or improvements without the required consent and approval of the Condominium board and managing agent. In the event there are any open Job Filings at the Department of Buildings against the Unit, then prior to closing Seller shall close out such Job Filings and obtain final Sign Offs and Letter of Completions. The above shall apply only for any Job Filings created by Sellers
- m. Seller represents they have not received any notice of any increase in common charges, assessments, fees or charges payable to the Condominium at this time, except for the one identified in this Contract and an additional one for January and February of 2024, both of which Sellers agree to pay in full.
4. Seller shall cooperate with the title insurance company retained by Purchaser and will execute and deliver such instruments and documents reasonably required by the title insurance company in order to issue its policy of insurance to Purchaser subject only to the standard exceptions provided therein.
5. In the event a Purchaser dies or becomes incapacitated prior to Closing, purchaser's attorney may cancel this Contract of Sale on written notice within 30 days of such event.
6. Receipt of a title report by the attorney for Seller shall be deemed adequate notice of any violations, defects or exceptions to title.
7. In the event that, after Closing, there is a charge (either directly by the governmental taxing authority, or indirectly by the Condominium as a surcharge to Common Charge or as an Assessment) that in whole or in part relates to the period of time Seller owned the Unit, Seller shall be responsible for the pro-rated portion of such charge for the period in which Seller owned the Unit, and Seller shall pay same promptly after being notified. The provisions of this paragraph shall survive Closing for a period of one (1) year.
8. Seller shall indemnify and hold Purchaser harmless from and against any and all claims, liabilities, fees, penalties, damages, costs and reasonable expenses (including, but not limited to reasonable attorney's fees and disbursements) that may be incurred or suffered by Purchaser at any time after Closing by reason of any material misrepresentation or misstatement made by or on behalf of Seller in any of

the following documents: a) FIRPTA affidavit or Form 8828; b) Form TP-584 and RPT; c) IT 2663, if applicable, and any other transfer tax documents or transfer taxes imposed as a result of the sale; and d) Seller shall also be responsible for the preparation of said documentation. This paragraph shall survive Closing.

9. Schedule A entitled Permitted Exceptions is hereby modified and/or supplemented as follows:
 - a. Paragraph 3 is supplemented by adding at the end thereof "provided same have not been violated by the Unit or the Common Elements and the use thereof."
 - b. Paragraph 5 is modified to the extent that said exceptions do not affect the Unit or the Common Elements or the present use thereof.
 - c. Paragraph 6 is supplemented to the extent that said exceptions do not render title unmarketable and do not affect the existing Unit or Common Elements.
 - d. Paragraph 8 is hereby deleted in its entirety.
 - e. Paragraph 9 is hereby supplemented to the extent that the Condominium Board has or is in the process of taking action to clear said exceptions and said exceptions will not result in an imposition or assessment against the Unit or the owner thereof.
 - f. Paragraph 10 is hereby modified by deleting clause (a) in its entirety and to the extent that the Condominium Board has or is in the process of taking action to clear said exception and said exception will not result in an imposition or assessment against the Unit or the owner thereof.
10. Notwithstanding anything contained in the printed form or Rider, Purchaser shall have the right to assign the Contract to an LLC, Trust or other entity of which Purchaser has a controlling interest. Notwithstanding the aforesaid, in case of such assignment, Purchasers shall remain personally liable under the Contract.
11. Seller shall, prior to or at Closing, pay off the remaining balances of the two current assessments that will be collected January and February 2024, as well as through 2024.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

SELLER(S):

*Henry Wisner, by
Parish-Sills, POA*
Henry Wisner

*Linda Wisner, by
Parish-Sills, POA*
Linda Wisner

PURCHASER(S):

DocuSigned by:
Teresa Bernice Parsons
1699EF679076495...
Teresa Bernice Parsons

DISCLOSURE OF INFORMATION ON LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

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

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards at the housing.
- (b) Records and reports available to the seller (Check (i) or (ii) below):
 - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.
- (e) _____ Purchaser has (check (i) or (ii) below):
 - (i) received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<u>Henry Wisin, by POA</u>	<u>1/3/21</u>	<u>Honda Wisin by POA</u>	<u>1/3/24</u>
Seller	Date	Seller	Date
<small>DocuSigned by:</small>			
<u>Teresa Bernice Parson</u>	<u>1/29/2023</u>	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date