

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 OF CONTRACT FOR THE SALE AND PURCHASER 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 different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the premises before the title closing.

RESIDENTIAL CONTRACT OF SALE

Contract of Sale made as of 01/27/2025 **BETWEEN**

Seller: Name : LEROY SAMBURY & MARIA SAMBURY

Address: 1211 EAST 84TH STREET, BROOKLYN NY 11236

Social Security Number/Fed. I.D. No(s): hereinafter called "Seller" and

Purchaser: MARIA GERALDINE SILLON & JEAN ERICK SILLON , , .

RESIDING AT 5515 AVENUE H, (Apt 1) , BROOKLYN NY 11234

Social Security Number/Fed. I.D. No(s): hereafter called "Purchaser"

The parties hereby agree as follows:

1. Premises: 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 part hereof and also known as:

STREET ADDRESS: 1211 EAST 84TH STREET, BROOKLYN NEW YORK 11236

SECTION: 8063 **BLOCK:** 31 **LOT:** 31

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 street 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.

2. Personal Property: This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, 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 in "AS-IS" Condition and as per listing agreement.

Excluded from this sale are furniture and household furnishings and:

3. Purchase Price. The purchase price is: \$982,000.00
payable as follows:

(a) on 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"):

\$49,100.00

(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:	\$932,900.00

4. Intentionally Deleted

5. Intentionally Deleted

For purposes of this contract, a faxed or emailed copy shall be deemed an original and may be signed in counterparts.

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for the Seller's account in a segregated bank account at located at Banco Popular, until Closing or sooner termination of this contract and 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 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 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 anytime 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) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken suffered in bad faith or 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 with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel. (d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract. (e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

7. Acceptable Funds. All money payable under the contract, unless otherwise specified, shall be paid by: (a) Cash, but not over \$,1000.00; (b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to the Purchaser; (c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and (d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Contingency. (Delete if inapplicable) The obligations of the Purchaser hereunder are conditioned upon issuance on or about **forty five (45)** days (the "Commitment Date") of written commitment from any Institutional Lender or Mortgage Banker pursuant to which such Institutional Lender or Mortgage Banker 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 **\$932,900.00** 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 the prevailing rate for a term of at least 25/30 years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender or Mortgage Banker. Purchaser shall (a) make prompt application to an Institutional Lender or Mortgage Banker 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 or Mortgage Banker to obtain such a

commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender or Mortgage Banker 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 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.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to: (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use; (b) Consents for the erection of any structures on, under or above any streets on which the Premises abut; (c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway; (d) Real Estate taxes that are a lien, but are not yet due and payable; and (e) The other matters, if any, including a survey exception, set forth in a Rider attached.

10. Governmental Violations and Orders. (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters. (b) (Delete if inapplicable) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. Seller's Representations. (a) Seller represents and warrants to Purchaser that: (i) The Premises abut or have access to a public road; (ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract; (iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"); (iv) The Premises are not affected by any exemptions or abatements of taxes, and (v) Seller has been known by no other name for the past ten years, except (b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be 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.

12. Condition of Property. 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 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 physical condition, state of repair, use cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as-is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such title as any reputable title company shall be willing approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. Closing, Deed and Title. (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale with Covenants Against Grantors Acts deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated the deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law. (b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of **Michael S. Reinhardt & Associates located at 3025 Quentin Road, Brooklyn, New York 11234 at 10:00 a.m.** on or about **sixty (60) days** from Purchaser's attorney's receipt of fully executed

contracts or sooner upon Seller's attorney's written notice.

16. Conditions to Closing. 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 Closing, of the representations and warranties of the 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 the other improvements located on the property authorizing their use as a **(TWO FAMILY.)** 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) and official return accompanied by a certificate or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon, Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing. (d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from 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, together with keys to the Premises. (f) All plumbing (including water supply and septic systems, if any) heating, electrical and mechanical systems, equipment and machinery in the building(s) located on the property which are included in this sale being in working order as of the date of Closing. (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 a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank certified 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 checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionments and Other Adjustments; Water Meter and Installment Assessments. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the date 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 when collected. (b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation. (c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charges 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 purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing. (e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. Use of Purchase Price to Remove Encumbrances. If at Closing there are any 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 or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitations of Liability. (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 (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take action as Seller may deem advisable to remove, remedy, discharge or comply with such Defect or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing. (c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that; (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies. (a) If a Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty. (b) If Seller defaults hereunder, Purchaser shall have such remedies, as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. Purchaser's Lien. All money paid on account of this contract and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection changes, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or (b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

26. No Assignment. 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.

27. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than: **KINGSVEIW REALTY** ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous. (a) All prior understandings, agreements, representations, and warranties, oral or written, between Seller and

Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract. (b) Neither this contract nor any provision thereof may be waived, changed, or cancelled except in writing. This contract shall also apply to bind the heirs, distributees, legal representatives, successors, and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract. (c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it. (d) The captions in this contract are for convenience of reference only and in no way define, limit or described the scope of this contract or any provision hereof. (e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser. (f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing. (g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing. (h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

29. Seller may also cancel Contract if written Commitment is not issued by the Commitment date or Seller may grant an extension of time to the Purchaser.

30. Subject to Rider Attached.

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

Henry Sambury
+ Marie Sambury

Jean Erick Sillon
+ Marie Geraldine Sillon

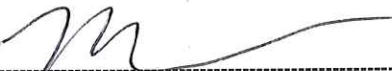
Attorney for Seller:

MICHAEL S. REINHARDT, ESQ.
3025 QUENTIN ROAD
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Attorney for Purchaser:

ROBERT H. KANE, ESQ
2175 FLATBUSH AVENUE
BROOKLYN NY 11234
TELEPHONE: 718 252- 4467
EMAIL: KANE2175@LEEKANELAW.COM

Receipt of the Down payment is acknowledged and the undersigned agrees to act in accordance with the provision of paragraph 6 above.



Escrowee

RIDER

Contract Date: 1/29/2025

Seller: LEROY SAMBURY & MARIA SAMBURY

Purchaser: MARIA GERALDINE SILLON & JEAN ERICK SILLON

Premises: 1211 EAST 84TH STREET, BROOKLYN NEW YORK 11236

Additional **SUBJECT TO** Provisions:

Premises are sold SUBJECT TO:

- (a) Any state of facts an accurate survey may show, provided does not render title unmarketable;
 - (b) Covenants, restrictions, reservations, utility easements and agreements if any, of record, in so far as the same may now be in force or effect, provided same are not violated by present structure or the present use of the premises;
 - (c) Party wall and party wall agreement, if any; provided same does not render title unmarketable.
 - (d) Possible encroachments of retaining wall, bay windows, copings, cellar doors, sidewalk elevator, fences and fire escapes and variations between record lines and fences and retaining walls, provided same does not render title unmarketable.
1. **ADJUSTMENT BASIS:** All adjustments and apportionments shall be made on the basis of a 30-day month regardless of the number of days actually in the month of closing and all adjustments shall be made as of day of possession, including per diem interest on purchasers mortgage.
 2. **PURCHASER** at Purchaser's cost and expenses shall have the right to have premises inspected for the purpose of determining the existence of termites or other wood destroying insects, infestation and/or termite or wood destroying insect past or present damage within fifteen (15) days of the date a signed copy of the contract is physically received by the Purchaser's attorney. In the event termites or wood destroying insect infestation or damage is found, a copy of the report issued by the termite inspection company or other written notice shall be served upon Seller's attorney within five (5) days after the date of said discovery. Upon receipt of such notice by his/her attorney, the Seller may do one of the following:
 - (a) Eliminate the infestation and repair the damage at his own cost and expense and deliver to Purchaser a one-year guaranty from a licensed termite exterminator, in which event the Purchaser agrees to consummate this transaction pursuant to the terms hereof; or
 - (b) Terminate this contract by refunding the sums paid hereunder by the Purchaser in which event the contract shall be considered canceled. Notice of Seller's intent to exercise either option shall be served upon the Purchaser's attorney within ten (10) days after receipt of the Purchaser's notice.
 - (c) Should Purchaser fail to timely comply with the requirements of this paragraph then this contract shall be deemed to continue in full force and effect as though no termite infestation or damage had been found.
 3. **POSSESSION:** THE SELLER SHALL HAVE THE RIGHT TO REMAIN IN THE PREMISES . FOR UP TO 7 DAYS AFTER THE CLOSING, PROVIDED THE SELLER DEPOSITS THE SUM OF \$5,000.00 WITH THEIR ATTORNEY

UNTIL THE PREMISES ARE DELIVERED TO THE PURCHASER IN ACCORDANCE WITH THE TERM OF THE CONTRACT. The seller shall remain responsible for the purchasers per diem expenses. In the event the seller has not vacated after the 7th day, the seller shall pay the sum of \$300.00 per day as liquidated damages to the purchaser for each day thereafter. This shall not be deemed a landlord tenant relationship.

4. INTENTIONALLY DELETED

5. The purchaser represents that their annual income for the past year is sufficient to obtain the mortgage herein and that they have sufficient cash above the down payment to complete this purchase without selling any assets. A mortgage commitment issued, which is subject to the sale of any assets such as a home, shall be deemed firm and unconditional. The purchaser is aware that the seller is relying specifically on the representations being made in this contract.

6. The purchaser shall designate Kings County as the closing locations with their Lender. In the event the purchaser does not request a closing to occur in Kings County, and provided that the Lender has closing locations in Kings County, or travels to Kings county for closings, the purchaser agrees to credit the seller \$500.00 at closing to defray the traveling fee which will be incurred by the Seller.

7. **SUPPLEMENTARY PARAGRAPH 16b:** In the event a Certificate of Occupancy, if so required, has not been issued, for the premises or any alterations or additions, Seller shall have the option of canceling the Contract or obtaining same, or purchaser may accept **AS-IS**.

8. **SUPPLEMENTARY PARAGRAPH 16f:** The Seller further represents that the roof shall be free of leaks. The representations in Paragraph 16f shall be as of date of closing or delivery of possession whichever is later.

9. **SUPPLEMENTARY PARAGRAPH 10:** In the event there should appear any violations of record required to be removed, the cost of which exceeds \$1,000.00, the Seller shall have the option of either removing such or canceling the Contract and returning the down payment unless Purchaser agrees to accept such, subject to such violations with a credit at closing of \$1,000.00.

10. **DEPOSIT CHECK:** In the event that the deposits check under this contract is returned to the Seller, or to the Seller's attorney, as Escrowee, for Insufficient Funds, or by reason of Uncollected Funds, or as otherwise dishonored, then and in such event, this contract shall be deemed of no further force and effect and canceled. If the Seller agrees to reinstate the contract by permitting Purchaser to make a deposit in the same account as the original deposit by a certified, bank teller's or cashier's check, then and in such event, purchaser shall also pay to the Seller's attorney the sum of \$150.00 to defray the cost of bank charges, bookkeeping, correspondence and preparation of legal papers to reinstate contract.

11. **CONTRACT SIGNED BY MAIL OR PERSONAL DELIVERY:** In the event that this contract is mailed to or delivered by messenger to the Purchaser or Purchaser's attorney, it shall not be deemed in force against the Seller or the Purchaser, until such time as this contract is duly approved and signed by the Purchaser and by the Seller and a fully executed counterpart delivered to the Purchaser and Seller or to their respective Attorneys. It is agreed and understood that the Seller has not yet reviewed this Contract. That this Contract has been forwarded in its present form as accommodation to the Purchaser and is subject to the final review and acceptance by the Seller. No meeting of the minds between Purchaser and Seller will be deemed to have been reached until such time as fully executed contracts have been delivered to the Purchaser or Purchaser's attorney.

LEAD PAINT RIDER

In compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, the purchaser has been furnished with:

A. Disclosure Sheet with respect to Lead-Based Paint

B Purchaser shall have the right to have the premises inspected to determine the existence of lead-based paint and lead-based paint hazards; the cost of said inspection being borne by the purchaser. Purchaser shall have ten (10) days from date of receipt of this contract by the purchaser's attorney to conduct this inspection. Seller has no knowledge that

there is lead-based paint or lead-based paint hazards is found, a copy of the report or other written notice shall be served upon the seller's attorney within five (5) days from the date of the inspection. Upon receipt of said notice, seller can do one of the following: (a) treat the lead-based paint or lead-based paint hazard condition at his own cost and expense in which event the purchaser agrees to consummate this transaction, or (b) terminate this contract by refunding the sums paid hereunder by the purchaser. Notice of seller's intention to execute either option shall be served upon the purchaser's attorney within seven (7) days after receipt of the lead-based paint inspection report.

In the event the purchaser shall fail to have the premises inspected or fail to serve said written notice postmarked no later than fifteen (15) days from the date buyer's attorney receives a signed contract, purchaser shall be deemed to have waived the provisions of this contract concerning lead-based paint or lead-based paint hazard.

12. **TENANCIES:** The premises are being sold subject to the following tenancies:

APT	NAME	RENT	SECURITY	LEASE
NONE				

13. In the event the Seller is representing that an apartment that is presently occupied will be delivered vacant at closing. Said representation is being made with the understanding that in the event the tenant does not vacate by the closing, the purchaser shall have the option of extending the time for the tenant to vacate or cancel the transaction and be entitled to a full refund of the contract deposit.

14. **SUPPLEMENTARY PARAGRAPH 21:** The purchaser agrees to order an examination of title within five days (5) after the execution of this contract. In the event the purchaser does not order an examination as mentioned herein, the purchaser shall be responsible for any title escrows that may be required by the lender.

15. **WATER METER:** If there is a Water Meter at the premises, the Seller will provide a Water/Sewer bill based on an actual reading no older than three (3) months. At closing Seller will pay any actual Water and Sewer charges. Additionally, adjustments will be made to the date of possession based on this reading/bill.

16. **CONTRACT DEPOSIT:** In the event of a dispute between the parties concerning the terms of this contract, it is agreed that the down payment being held in escrow, will be deposited in a court of competent jurisdiction to which the parties seek to resolve their dispute. The parties agree that the depositing of the escrow as an interpleader shall continue full performance of the escrow agent and relieve him of any further liability. It is hereby agreed that if any dispute whatsoever arises regarding funds being held in escrow by the Seller's Attorney, (whether original down payment or any post-closing escrow) that the Seller's Attorney shall continue to hold said funds in his IOLA account until such time as (1) he has received specific written instructions jointly executed by all interested parties directing him as to the disposition of the escrow funds, or (2) he has been served with a duly entered Order from a Court of competent jurisdiction directing the escrowee as to the disposal of the escrow funds, or (3) a period of time greater than one year has lapsed which there has been no activity for any party connected to the escrow matter at which time the attorney shall have the option of depositing the funds with New York State, IOLA Account, or continue to hold said funds. Either party may demand that the escrowed funds be deposited with a Court of competent jurisdiction. Any demand for such deposit shall be made in writing and shall be accompanied by a certified or bank check in the amount of \$150.00, which the parties agree is the reasonable amount to cover the cost of an Index number and RJL and to compensate the escrowee for the time expended in making the appropriate motion to the Court. So long as the escrowee complies with the terms of this paragraph, he shall be free of any and all liability to the parties regarding the escrowed funds and shall not be named, as a defendant in any action to obtain the release of said funds. Any party naming the escrowee as party to any action shall be liable for any and all costs and fees associated with an appearance in and defense of said action.

17. **Payment of Purchase Price.** Seller's acceptance of funds from the purchaser or Purchaser's lending institution shall in no way relieve the Purchaser of his obligation to pay the full balance of monies due under this contract. In the event that any of said monies are not paid, or if any check is returned unpaid, Purchaser hereby expressly agrees that in addition to the monies due, Purchaser shall be responsible for any and all costs of collecting said monies, including reasonable attorney's fees. The parties agree that the deed and other transfer documents shall be deemed to have been delivered in escrow pending collection of all the checks. Should any check be dishonored, then the Deed shall be returned to the Seller immediately and the Purchaser shall vacate the premises forthwith. Additionally, the Purchaser hereby guarantees all checks delivered by the purchaser or Purchaser's lending institution. This clause shall survive closing.

18. Seller's Concession (if applicable): Seller(s) agrees to pay/credit with sum of \$ towards Purchaser's closing costs and/or discount points at closing. Purchaser(s) agree to reimburse Seller(s), at closing, the tax adjustments on the amount of the concession. In the event the subject property does not appraise for the sales prices herein, which includes the seller's concession, but does not appraise for the amount without the seller's concession, then Purchaser(s) herein agrees to consummate this transaction at the amount without the seller's concessions. This paragraph must be initialed by all parties to be effective. __, __, __, __.
19. The parties acknowledge that if the property is a one to four family dwelling and is not an excluded transaction pursuant to statute, this Contract is governed under Real Property Law Section 462(2), (Property Condition Disclosure Act). If a Property Condition Disclosure Statement is not attached to this Contract of Sale, the Seller shall issue a credit to the Purchaser at the time of Closing, if the statute so dictates, in the sum of \$500.00; it being understood that the credit shall only be issued if, as and when title passes.
20. In the event the premises contain solar panels, the purchaser shall make the necessary arrangements prior to closing to have the solar panel agreement and all of the sellers future obligations assigned and assumed by the purchaser. .
21. 1031 Exchange: If Seller elects to file for a 1031 Exchange, Purchaser agrees to sign any documentation necessary to effectuate the exchange. Purchaser agrees to fully cooperate with Seller in a manner which will enable Seller to effectuate a tax deferred exchange pursuant to IRC 1031, so long as such cooperation does not increase to incur any additional cost or expense which is not reimbursed by Seller.
22. In the event that there are solar panels installed at the Premises, Purchaser agrees to accept the solar panels in their existing condition and shall assume the responsibility of paying the remaining monthly payments for the duration of the solar agreement/ lease agreement under its current terms and conditions. If the purchasers title compay or lender requires a UCC Financing termination Statement (UCC3) to be filed prior to the closing to clear any existing liens with respect to the solar panels, Purchaser shall sign any documents required by the solar company to effectuate said transfer of the existing solar agreement into the purchasers' name.
23. ~~In the event the Sellers attorney is presented with a purchaser's rider to review, the purchasers shall be required to pay the sellers attorney a sum of \$500.00 to review same. In the event the purchasers are unwilling to pay the sellers attorney this review fee, the purchasers rider shall be deemed null and void in its entirety.~~
24. The seller has provided a Property Condition Disclosure Statement to the purchaser, and the parties have agreed to be bound by the terms of this Property Condition Disclosure Act Rider, made a part hereof .

Property Condition Disclosure Act Compliance. Seller and Purchaser hereby acknowledge New York Real Property Law Article 14, Chapter 50, as amended known as The property Condition Disclosure Act (the "Act") and the requirements set forth therein. Except as otherwise statutorily exempt under Section 463, the Act requires the seller of residential real property to complete, sign, and deliver the requisite form "property condition disclosure statement" (the "PCDS") to a purchaser or purchaser's agent prior to purchaser signing a binding contract. In exchange for the mutual promises and consideration exchanged under this contract and notwithstanding any provision in the Act to the contrary, seller and Purchaser further agree as follows:

- A. This provision shall survive the closing of title and delivery of the deed and be controlling in the event of any conflict with the Act.
- B. Prior to Purchaser signing this contract, Purchaser has been provided with the attached PCDS which has been signed and completed solely by Seller based upon Seller's "actual" knowledge.
- C. Neither party has relied on the representations or interpretations of any attorney or real estate agent in regard to the information and responses contained attached PCDS.
- D. Seller is under no obligation to undertake any investigation or inspection of the Premises, or to check any public records, to complete the PCDS.

E. Purchaser has been advised to, at a Purchaser's sole cost and expense, hire a licensed engineer or home inspector of Purchaser's own choice to complete an inspection of the premises prior to signing this contract.

F. If Purchaser completes a home inspection by hiring a licensed engineer or home inspector, Purchaser shall deliver a copy of the complete inspection report to Seller or Seller's attorney promptly after Purchaser's or Purchaser's attorney's receipt of a fully signed contract and prior to the actual closing of title.

G. If Seller timely delivers a completed PCDS and Purchaser fails to complete a pre-contract inspection of the premises, Purchaser hereby waives any claim under the PCDA. If a court of competent jurisdiction disallows any such waiver contained herein, then Purchaser hereby agrees that Purchaser's total damages shall be limited to a maximum award of one percent (1%) of the contract purchase price.

H. Seller hereby represents, and Purchaser hereby acknowledges that the PCDS was prepared solely by Seller and not with the assistance of any attorney or real estate agent.

I. The parties hereby designate a period of one (1) year from date of closing of title for either party to bring any legal action or claim under the PCDA and that any claim brought beyond such a period of time shall be barred as untimely by doctrine of laches and be subject to immediate dismissal with an award of reasonable attorney's fees and costs to the prevailing responding party.

J. Nothing in this contract or any waiver contained herein shall be deemed to release the Seller from liability resulting from a court's finding of "active concealment," "willful omission," or "willful false misrepresentation" of a material defect by Seller. For clarity purposes, Seller and Purchaser agree that a "material defect" is a specific issue with the condition of the dwelling, its mechanical systems, and improvements, or contents of the PCDS that may have a significant, adverse impact on the value of the property, or that poses an unreasonable risk, in an amount in excess of one percent (1%) of the contract purchase price.

Each of the undersigned understand, acknowledge, and agree to each and every provision of this Property Condition Disclosure Act Compliance paragraph understanding that the other party is detrimentally relying on each provision and, but for such agreement, would not have otherwise entered into this contract.

AGREED:

x Lenny Sambury S.S.#: _____
Seller

x Marie Sambury S.S.#: _____
Seller

x Marie Geraldine Sillon S.S.#: _____
Purchaser

x Jean Erick Sillon S.S.#: _____
Purchaser

**SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

SELLER(S) NAME: LEROY SAMBURY & MARIA SAMBURY
PURCHASERS NAME : MARIE GERALDINE SILLON & JEAN ERICK SILLON
PROPERTY ADDRESS: 1211 EAST 84TH STREET
CITY/STATE/ZIP/PHONE: Brooklyn, New York 11236

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 (Initial)

LS MS (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

Seller has no knowledge of lead-based paint and/or lead paint hazards in housing.

____ (b) Records and Reports available to the seller (check one below):

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)

Seller has no reports or records pertaining to lead based paint or lead based paint hazards in the house.

PURCHASER(S) ACKNOWLEDGEMENT (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 one below):

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

hazards; or

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

AGENT(S) ACKNOWLEDGMENT (initial)

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

CERTIFICATION OF ACCURACY

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

Seller: ~~Harvey Sambury~~ Date: 1-29-25 Seller: x Marie Sambury Date: 1-29-25
Purchaser: Hani Geraldine Date: _____ Purchaser: JEAN ERICKSON Date: _____
Agent: _____ Date: _____ Agent: _____ Date: _____

ESCROW AGREEMENT

Seller: LEROY SAMBURY and MARIA SAMBURY
Purchaser: JEAN ERICK SILLON and MARIE GERALDINE SILLON
Premises: 1211 East 84th Street, Brooklyn, New York 11236
Date: January 29, 2025

In consideration of closing title on _____ 2025 with a Tenant occupying the Subject Premises, the Seller will place the sum of \$21,800.00 in escrow. Said escrow to be held by Seller's attorney, Michael Reinhardt, Esq. The term of this Escrow Agreement are as follows:

Tenant will have three (3) months to vacate the Subject Premises from the date of closing as agreed to by Tenant. During said three (3) month period, Seller agrees to allow the Tenant to live rent free which will equal the sum of \$6,000.00 (\$2,000 x 3). Seller's attorney shall pay the sum of \$2,000 per month to Purchaser.

In the event the Tenant has not vacated after said three (3) month period, Seller agrees to have their attorney hold an additional \$13,800.00 (\$2,300 x 6). Seller's attorney shall then pay the sum of \$2,300 per month to Purchaser.

In the event Tenant vacates any time during said period, Seller will receive the balance held in escrow at that time.

Seller's attorney shall hold the sum of \$2,000 representing the security deposit. Said security deposit will be released to the Seller upon Tenant's vacatur, less any repairs or damages to said unit.

In the event Tenant does not vacate after said six (6) month period, Purchaser hereby agrees to evict the Tenant at their own cost and expense.

SELLER:

Leroy Sambury
LEROY SAMBURY
Maria Sambury
MARIA SAMBURY

PURCHASER:

X Sillon
JEAN ERICK SILLON
X Marie
MARIE GERALDINE SILLON

TENANT:

Owen Parris
OWEN PARRIS
Jacqueline Bailey-Parris
JACQUELINE BAILEY-PARRIS