

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 PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT**

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

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless 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 January 14, 2026

**BETWEEN**

Jose B. Abreu and Orasthina Abreu

Address: 48 St. Mark's Ave, Freeport, NY 11520

Social Security Number/Fed. I.D. No.(s):

hereinafter called "Seller" and

Aneisha J. Charles and Nya A. Charles

Address:

Social Security Number/Fed. I.D. No.(s):

hereinafter called "Purchaser"

***The parties hereby agree as follows:***

- 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 a part hereof and also known as:
- Premises: 48 St. Marks Ave, Freeport, NY 11520  
Tax Map Designation: 62-141-101

Excluded from this sale are furniture and household furnishings and

**Purchase Price.** The purchase price is **\$730,000.00** payable as follows:

- On the signing of this contract, by Purchaser's good 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"):

**\$36,500.00**

Balance at Closing in accordance with paragraph 7:

**\$693,500.00**

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

**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, chandeliers, bathroom and kitchen cabinets and counters, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, built-in-microwave oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (*strike out inapplicable items*). **AS IS**

**All of the above as and if located at the premises.**

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

- ~~The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of \_\_\_\_\_ percent per annum, in monthly installments of \$ \_\_\_\_\_ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on \_\_\_\_\_~~
- ~~To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the~~

payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

- (e) If there is a mortgage escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.
- (d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274 a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.
- (e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

~~5. Purchase Money Mortgage. (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(e) above:~~

- (a) ~~The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ \_\_\_\_\_ for its preparation.~~
- (b) ~~The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than \_\_\_\_\_ percent per annum and the total debt service thereunder shall not be greater than \$ \_\_\_\_\_ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess is to be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefore, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

**6. Downpayment in Escrow.**

- (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a NON segregated bank account at: JPMorgan Chase , Dix Hills New York, Branch

until Closing or sooner termination of this contract shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n) interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

- (b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), 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 advise 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.
- (f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

**7. Acceptable Funds.** All money payable under this contract unless otherwise specified, shall be paid by:

- (a) Cash, but not over \$1,000.00

- ~~(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to 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 Commitment Contingency.** *(Delete paragraph if inapplicable. For explanation, see: NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE.)*

- (a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 30 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$657,000.00 for a term of at least 30 years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date Purchaser may cancel under subparagraph 8(e) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.
- (b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding 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, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.
- ~~(e) (Delete this subparagraph if inapplicable) Prompt submission by Purchaser 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 subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).~~

- (d) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 8.
- (e) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser or Seller may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.
- (f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter 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.
- (g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), 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 8.
- (h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation 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 (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.
- (i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, 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 regulated by 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; 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.
- (j) For purposes of subparagraph 8(a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

**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 of closing by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.
- (b) *(Delete if inapplicable)* All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

#### 11. Seller's Representations.

- (a) Seller represents and warrants to Purchaser that:
  - I. The Premises abut or have a right of access to a public road;
  - II. Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
  - III. Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act. Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "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 true and correct at Closing.
- (c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

**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 sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical conditions, 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(e), 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 to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for 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 deed with Covenants against Grantor's Act 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 the seller's attorney or at 2:00 o'clock on **OR About 45 days from the date hereof or upon** reasonable notice (by telephone or otherwise) by Purchaser, at the office of the attorney for Purchaser's Lending Institution.

**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 date of Closing, of the representations and warranties of Seller made in this contract.
- (b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a **1** family dwelling at the date of Closing.
- (c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from I.R.S. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- (d) 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.
- (e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment, and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing **and roof free of leaks.**
- (f) 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.
- (g) The delivery by the parties of any other affidavits required as a condition of recording the deed.

**17. Deed Transfer and Recording Taxes.** At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing. **Seller to pay NYS Transfer Tax.**

**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 day of Closing:
  - (i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed;
  - (ii) fuel;
  - (iii) interest on the existing mortgage;
  - (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing;
  - (v) vault charges;
  - (vi) rents as and when collected.
- (b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately 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 charge and sewer rent, if any, shall be apportioned on the basis of such last reading.
- (d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.
- (e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

**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 the official bills therefor computed to said date are produced at Closing.

**20. Use of Purchase Price to Remove Encumbrances.** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), 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 such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.
- (c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

**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 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 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 charges 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 in this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any Notice to 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, or
- (c) with respect to paragraph 7(b) or paragraph 20, sent by fax to the party's attorney. Each Notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail.

**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 The Gonzalez Property Group LLC and Homesmart Premier Living Realty, Seller shall pay Broker commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorney's fees arising out of the breach on their respective parts of any 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 understanding, 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 and 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 describe the scope of this contract and shall not be considered in the interpretation of this or any provisions 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.
- (i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.
- (j) Intentionally deleted


**Continued on Rider attached hereto. (Delete if inapplicable)**

*In Witness Whereof*, this contract has been duly executed by the parties hereto.

DocuSigned by:  
  
06CCA372D79C488...  
Jose B. Abreu  
*Seller*

Signed by:  
  
022128936D93404  
Aneisha Charles  
*Purchaser*

DocuSigned by:  
  
F52B4668B033401  
Orasthina Abreu  
*Seller*

Signed by:  
  
27864203CB1224E  
Nya A. Charles  
*Purchaser*

**Attorney for Seller:**

**Daniel O'Shea, Esq.**

Address: 1788 State St, Merrick, NY 11566  
Tel.: 631-834-0713 Fax: 631-803-4510

**Attorney for the Purchaser:**

**Fentin Goldman Turk & Davidoff, LLP  
260 Madison Ave, 17<sup>th</sup> Floor  
New York, NY 10016**

Tel: 212-265-4900 Fax: 646-964-6600

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

*Daniel O'Shea*

*Escrowee*

# Contract of Sale

## PREMISES

**TITLE NO.**

TO

Sheet  
Section  
Block  
Lot  
Plate  
County or Town  
Street Number

### NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE

for

### RESIDENTIAL CONTRACT OF SALE

- WARNING:** The mortgage Commitment contingency clause for the Residential Contract of Sale is a bar association form that attempts to provide a mechanism that makes the rights and obligations of the parties clear in sale of residences in ordinary circumstances. It should be reviewed carefully by Seller and Purchaser and their attorneys in each and every transaction to make sure that all the provisions are appropriate for that transaction. Negotiated modifications should be made whenever necessary.
- Under the clause, the obligation of Purchaser to purchase under the contract of sale is contingent on Purchaser's obtaining a mortgage Commitment letter from an Institutional Lender within the number of days specified for the amount specified. This refers to calendar days. Seller's attorney should state his/her calculation of the Commitment Date in the letter delivering the executed contract to Purchaser's attorney, to prevent confusion later. Purchaser should promptly confirm or correct that date. In applying for a loan, Purchaser should inform its lender of the scheduled date of Closing in the contract and request that the expiration date of the Commitment occur after the scheduled dated of Closing. Purchaser must comply with deadlines and pursue the application in good faith. The Commitment contingency is satisfied by issuance of a Commitment in the amount specified on or before the Commitment Date, unless the Commitment is conditioned on approval of an appraisal. If the Commitment is conditioned on approval of an appraisal and such approval does not occur prior to the Commitment Date, Purchaser should either cancel the contract or obtain an extension of the Commitment Date. If the Commitment is later withdrawn or not honored, Purchaser runs the risk of being in default under the contract of sale with Seller.
- If, as has been common, the Commitment letter itself is conditioned on sale of Purchaser's home or payment of any outstanding debt or no material adverse change in Purchaser's financial condition, such a Commitment will satisfy the contract contingency nonetheless, and Purchaser will take the risk of fulfilling those Commitment conditions, including forfeiture of the Downpayment if Purchaser defaults on its obligation to close. Under New York case law, a defaulting Purchaser may not recover any part of the Downpayment, and Seller does not have to prove any damages. If Purchaser is not willing to take that risk, the clause must be modified accordingly.
- Purchaser may submit an application to registered Mortgage Broker instead of applying directly to an Institutional Lender.
- This clause allows Seller to cancel if a Commitment is not accepted by Purchaser by the Commitment Date, unless Purchaser timely supplies a copy of the Commitment, to allow Seller the option to avoid having to wait until the scheduled date of Closing to see if Purchaser will be able to close. Seller may prefer to cancel rather than to wait and settle for forfeiture of the Downpayment if Purchaser defaults. Because of Seller's right to cancel, Purchaser may not waive this contingency clause. This clause means that Purchaser is subject to cancellation by Seller even if Purchaser is willing to risk that he/she will obtain the Commitment after the Commitment Date. Some Purchasers may not want to be subject to such cancellation by Seller.
- Purchaser may want to add to paragraph 21(c) that Purchaser's reimbursement should include non-refundable financing and inspection expenses of Purchaser, which should be refunded by Seller if Seller willfully defaults under the contract of sale (alternative: If Seller is unable to transfer title under the contract of sale).

3. If there are loan terms and conditions that are required or would not be acceptable to Purchaser, such as the interest rate, term of the loan, points, fees or a condition requiring sale of the current home, those terms and conditions should be specified in a rider.
4. This clause assumes that initial review and approval of Purchaser's credit will occur before the Commitment letter is issued. Purchaser should confirm with the lender that this is the case before applying for the Commitment.

Joint Committee on the Mortgage Contingency Clause:  
Real Property Section of the New York State Bar Association  
Real Property Law Committee of the Association of the Bar of the  
City of New York  
Real Property Committee of the New York County Lawyers Association

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

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

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

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

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

**Purchaser's Acknowledgment (initial)**

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

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

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

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

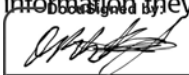
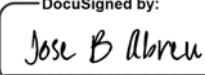
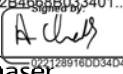

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

	1/14/2026		1/14/2026
<small>Seller</small>	Date	<small>Seller</small>	Date
	1/13/2026		1/13/2026
<small>Purchaser</small>	Date	<small>Purchaser</small>	Date
<small>Agent</small>	Date	<small>Agent</small>	Date

RIDER TO CONTRACT OF SALE

Jose B. Abreu and Orasthina Abreu, Seller  
AND  
Aneisha J. Charles and Nya A. Charles, Purchaser

1. SUBJECT TO CLAUSES: Said premises are sold and are to be conveyed subject to the following additional provisions to those set forth in the form contract:

A. Subject to any state of facts shown on a survey such that they do not render title unmarketable.

B. Subject to covenants and restrictions of record affecting the premises if still in effect, provided the same do not prohibit the continued use and maintenance of the present structure on said premises.

C. Subject to reservations, utility agreements, rights of way and easements of record, provided the same do not prohibit the maintenance and use of the present structures.

D. Subject to encroachments and variations, **not greater than 12 inches**, from the record line of setbacks and easement areas of hedges, retaining walls, foundation walls, cellar doors and steps, windows, trim, coping, cornices, ornamental projection, fire escapes, stoops, shrubs, patios, decks, sidewalks, and fences, all of which shall not be deemed to render title unmarketable.

E. Subject to, rights, if any, acquired by any utility company, cable TV company, or municipality to maintain and operate lines, wires, cables, conduits, pipes, poles, distribution boxes, in, over, under and upon the subject premises.

~~F. The possible non-conformity of the tax map to record description.~~

~~— G. The proposed widening of any street or road in front of or adjoining the premises herein described, if any, and the provisions of any law in regard to such a widening, if any.~~

~~2. AFFIRMATIVE INSURANCE: Purchasers shall not reject title if the existing premises violates covenants and restrictions of record, reservations, utility agreements, rights of way and easements of record, if any, provided that a title company will insure that the structures may remain so long as same shall stand, or the title company will insure against the enforcement of any of the aforesaid restrictions.~~

3. SELLERS' REPRESENTATION: Sellers represent:

A. That the plumbing, heating, electrical systems, and appliances shall be in working order as of the date of closing and roof free of leaks.

B. That the subject premises is a legal one family dwelling.

4. DEED MERGER CLAUSE: The delivery and acceptance of the Bargain and Sale Deed with Covenants against grantor acts at the closing of title shall be deemed to constitute full compliance by the sellers with the terms, covenants and conditions of this contract on the sellers' part to be performed and none of the terms of this contract shall survive title closing, except those specifically stated to survive delivery of the deed.

5. PREMISES AS IS: Sellers are not required to make any repairs to the premises and the personal property included in this sale, **except as otherwise indicated herein**, but sellers agree to keep the premises in substantially the same condition as it presently exists, reasonable use, wear, tear, and natural depreciation excepted.

6. CERTIFICATE OF OCCUPANCY: Seller covenants and agrees to deliver to Purchaser a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a **One** family dwelling at the date of Closing **except garage conversion, cellar / basement entrance, finished basement, basement bathroom, AC units, second kitchens and/or apartments, outdoor kitchens, garden or utility sheds, decks, fences, awnings or non-enclosed patio roofs and/or porches, above-ground swimming pools, stoops, hot tubs or recreational type structures such as swing sets, playhouses, sandboxes and the like.** Seller shall deliver to Purchaser the same Certificate of Occupancy that currently exists on the subject property. In no way shall the Seller be obligated to obtain any Certificate. In the event Purchaser's Lender shall require a Certificate of Occupancy other than which currently exists on the property, Seller shall have the sole option to cancel this agreement, refund the purchaser's deposit, as well as title and survey fees incurred, and this agreement shall be rendered null and void. Purchaser may choose to move forward with this transaction, accepting the defect, without abatement of the purchase price. In addition, Seller will not be required to provide Purchaser with any Fire Underwriters Certificates.

7. REPRESENTATION TO BE IN WRITING: This agreement constitutes the entire contract between the parties hereto and the sellers shall not be liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to said premises, made or furnished by the sellers or by any real estate broker, agent, employee, servant or other person representing or purporting to represent the sellers, unless such warranties, guarantees, promises, statements, representation or information are expressly and specifically set forth herein.

8. OBJECTIONS TO TITLE: If purchasers shall assert objection to sellers' title, other than the encumbrances which are made "subject to" herein, sellers' attorney shall be given due notice thereof a reasonable time prior to the date set herein for the closing of title, and if necessary, sellers shall be entitled to an adjournment, **of up to 30 days in the aggregate**, to remove the objections, but sellers shall not be required or compelled to bring any action or proceedings or to incur any expenses, **greater than 1% of the Purchase Price**, in order to remove the objections or defects to title. Delivery of a title report to the Sellers attorney shall be deemed to satisfy this paragraph

In the event that the objections, defects, or encumbrances to title cannot be removed or are not removed, the purchasers, at their option, may cancel this contract or accept the title subject to the objections, defects or encumbrances, without abatement of the purchase price, and without any other liability on the part on the sellers.

9. MORTGAGE EXPENSES: Sellers shall not be responsible for or be obligated to pay, in whole or in part, any expenses, fees, discounts, or other charges, including warehouse charges, in connection with the purchasers obtaining of a mortgage in connection with the performance of this agreement. Seller shall not be responsible to make any repairs, improvements to the premises or to connect to any municipal or private sewer system in order to qualify the premises for the issuance or closing of Purchaser's mortgage commitment. ~~Any repairs required by Purchaser's lender shall be performed at the Purchaser's sole expense.~~

10. NO CONTRACT ASSIGNMENT WITHOUT CONSENT: The purchasers shall not have the power to assign this contract, unless the sellers consent to an assignment in writing. Any purported assignment by the purchasers, without the written consent of the sellers, shall be null and void and without effect.

11. NOTICES: All notices required or desired to be given hereunder by either party to the other shall be in writing and shall be transmitted to the other party by hand or registered or certified mail, return receipt requested, postage prepaid or via Overnight Express Mail, Email or Fax to the attorneys specified in the form contract of sale.

Notices shall be deemed given on the same date as received, if by hand, one (1) business day after the same are sent by Overnight Express Mail and two (2) business days after the same are mailed by registered or certified mail, return receipt requested. Notices given by facsimile shall be deemed given upon confirmation by tone that the transmission was properly completed. Either party may, by notice to the other given in the manner provided in this paragraph, designate a different address or addresses for the giving of such notice by the other party.

The attorneys for the respective parties hereto are hereby expressly authorized, on behalf of their respective clients, to serve any written notice whenever such notice is provided to be given under the contract and to make any changes with respect to the terms and conditions of this Contract, including, but not limited to, the extension of any time limitation as provided for in this Contract; any such notice and/or change shall be in writing and duly signed by said attorneys.

12. MORTGAGE COMMITMENT: Purchasers further represent that they will have the required cash over and above said mortgage to consummate this contract. Purchasers represent that they shall without delay, furnish verifications for bank accounts, employment and financial information, and any other instruments or documents, as may be required by the lending institutions for the processing of Purchasers' application for this mortgage.

Purchaser further represents that they currently have documented income in the form of W-2's, tax returns, etc. to qualify for the loan amount represented herein.

It is understood and agreed that a written mortgage commitment received by the Purchaser which otherwise meets all of the above requirements in order to remove the contingency of this paragraph, shall not give rise to a valid right of cancellation of the contract by the purchaser if such mortgage commitment shall require either of the following:

A. A requirement by the lending institution that the Purchaser evidence to the lending institution at or prior to the closing of title the fact that he has sold any other residence or real property presently held by him, or

B. ~~A requirement by the lending institution that the Purchaser, at or prior to closing of title, liquidate or reduce any existing installment debt.~~

C: ~~A commitment conditioned upon an appraisal shall be deemed firm. Purchaser hereby agrees that the Purchase Price set forth herein represents fair market value and accepts the risk the premises may not appraise for the value herein. Purchaser shall be required to continue with the transaction if the appraisal comes in lower than the Purchase Price set forth herein. It shall be solely Purchaser's responsibility to keep the mortgage commitment valid until closing.~~

It shall be solely Purchaser's responsibility to keep the mortgage commitment valid until **30 days past the on or about date herein.**

13. CLOSING CHECKS: Seller may direct Purchaser to deliver at closing the balance of the purchase price in any manner of checks. If Seller elects, he shall notify Purchaser's attorney of the payee and amount of the checks Seller requires. Unless otherwise directed in writing, all checks delivered to Seller at closing shall be payable directly to the Seller and shall be either certified or bank checks drawn on a New York City or Long Island bank. Seller shall have no obligation to accept any endorsed checks or any uncertified lending institution or mortgage company checks.

14. LEAD PAINT: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense within 10 days after the date of this contract. (Intact lead-based paint that is good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family from Lead in Your Home for More Information.) This contingency will terminate at said deadline unless the Purchaser delivers to the Seller a written inspection and/or risk assessment report listing the specific existing deficiencies and corrections needed. The Seller may, at the Seller's option, within 10 days after Delivery of the addendum, elect in writing whether to correct the condition prior to closing. If the Seller will correct the condition, the Seller shall furnish the Purchaser at the closing with certification from a risk assessor or inspector demonstrating that the condition has been remedied. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 7 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

15. ALARM AND DETECTOR: At the time of closing, Seller agrees to provide Purchaser an affidavit stating that at the time of transfer of the premises there is installed in the premises an operable single station smoke detecting alarm device as required by Section 378(5) of the Executive Law of the State of New York.

16. CARBON MONOXIDE: At the time of closing, an operable carbon monoxide detecting alarm device will be installed in the premises as required by Section 378'(5a) of the Executive Law of the State of New York.

17. ENERGY LAW: Purchaser acknowledges that under Section 17-103 of the Energy Law of the State of New York, commonly known as the "Truth in Heating Law", he has a right to a summary of the heating &/or cooling bills or a complete set of such bills. Purchaser waives his right to such summary or said copies of such bills & acknowledges that he has not requested them in connection with this matter.

18. TRANSFER TAXES: Purchaser is responsible for payment of mortgage tax. Seller to pay NYS transfer tax.

19. DEFAULT: In the event Purchaser's ~~willful~~ default under this Contract, liability shall be limited to the amount of downpayment hereunder. ~~In the event of Seller's willful default liability shall be limited to the return of downpayment together with the cost of title search fees incurred by Purchaser in connection with the transaction.~~

20. **Property Condition Disclosure Statement**. Annexed hereto and made a part hereof is the Property Condition Disclosure Statement (PCDS) prepared by the Seller and executed by both parties. Purchaser represents that it has ~~fully~~ investigated the condition of the property or alternatively, had an opportunity to do so, and accepts the condition of the premises "as is." , **except otherwise indicated herein**, Seller has not undertaken any investigation or inspection of the property in the preparation of the PCDS, and Seller's answers to the questions in the PCDS are based only on Seller's actual current knowledge and to the best of his recollection.

21. CONFLICT: In the event of a conflict between the terms of this rider and the contract, this rider shall prevail.

22. COUNTERPARTS: This contract of sale and any amendments to this Contract of sale may be executed in counterparts. Emailed or signatures by facsimile shall have the same effect as an original wet signature.


23. APPRAISAL CONTINGENCY-

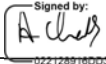

Notwithstanding anything to the contrary contained in the Contract of Sale or any Rider thereto, Purchaser shall have ten (10) business days from Purchaser's attorney's receipt of a fully executed Contract to order and pay for an appraisal through Purchaser's lender.

If the Premises appraise for less than the Purchase Price, Purchaser agrees to proceed with the transaction at a purchase price equal to the appraised value plus Thirty-Five Thousand Dollars (\$35,000.00), provided that in no event shall the Purchase Price exceed Seven Hundred Thirty

Thousand Dollars (\$730,000.00) (the “Adjusted Purchase Price”), and further provided that Seller agrees to proceed at such Adjusted Purchase Price.

If Seller agrees to proceed at the Adjusted Purchase Price, Purchaser shall be obligated to close at such price, and any appraisal condition contained in Purchaser’s mortgage commitment shall be deemed satisfied. Failure to close under such circumstances shall constitute a willful default by Purchaser.

DocuSigned by:  
**SELLER:**  
  
0264588688901...  
**Jose B Abreu**  
06CCA372D79C488...

**PURCHASER:**  
  
022128918003404...  
  
3788420FC8124CF...

**ADDITIONAL RIDER ATTACHED TO AND MADE PART OF  
CONTRACT OF SALE FOR PREMISES GENERALLY KNOWN AS  
PREMISES: 48 St. Marks Avenue, Freeport, NY 11520  
BETWEEN  
Jose B. Abreu & Orasthina Abreu, as Seller  
AND  
Aneisha J. Charles & Nya A. Charles, as Purchaser  
DATED \_\_\_\_\_**

1. If there be any conflict between the printed portion of this Contract and the Rider thereto and the provisions of this Additional Purchaser's Rider, the provisions of this Additional Purchaser Rider shall control.
2. The Premises are sold and shall be conveyed subject to those matters set forth in Paragraph 9 and the attached rider hereto provided that:
  - a. As to the Easements, (i) same will not interfere with the use and enjoyment of the Premises as presently constructed, (ii) the buildings and improvements do not lie within the easement areas, (iii) there is no right of way through the Premises, (iv) the owner of the Premises has surface rights over any such easement, (v) such easement does not prevent access to the Premises or the improvements thereon, (vi) such easement does not impose financial obligations on the owner of the Premises, and (vii) Purchaser's lending institution will close the mortgage loan contemplated herein with said easement affecting the Premises.
  - b. As to the Covenants, Restrictions, Easements, Agreements, and Notes on Subdivision Map, (i) they are not violated by and will not interfere with the existing improvements or their use, (ii) there is no condition or right of re-entry or any other provision for forfeiture or reversion of title under which the fee owner can be cut off or subordinated, (iii) the rights granted under said Covenants, Restrictions, Easements, Agreements, and Notes are not violated by the existing improvements or their use, and (iv) Purchaser's lending institution will close the mortgage loan contemplated herein with said matter affecting the Premises.
  - c. Furthermore and in addition to, as to the state of facts shown on an accurate survey of the Premises, provided (i) such state of facts doesn't render title unmarketable, (ii) such state of facts doesn't interfere with the buildings presently located on the Premises or their use as a single family residence, (iii) there is no right of way through the Premises, and (iv) Purchaser's lending institution will close the mortgage loan contemplated herein with such state of facts affecting the Premises.
3. Seller represents that during the period of his ownership Seller did not install any hazardous materials in the Premises, including, but not limited to asbestos, paint containing lead, or urea formaldehyde or any other type of foam insulation, or Chinese drywall.

4. 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.
5. At the date Seller surrenders possession of the Premises to Purchaser, Seller shall deliver to Purchaser all operating manuals, warranties and service contracts in Seller's possession, all keys and garage door openers to the Premises. In addition, at such date, Seller shall deliver to Purchaser all available warranties with respect to the Premises and appliances, together with assignments thereof to the Purchaser, if Seller in possession of same
6. Supplementing Paragraph 12: Seller represents and warrants that the plumbing, heating, air conditioning, septic, security systems, sprinkler system, automatic garage doors, fireplaces, sump pumps, electrical and other mechanical systems **if existing** in or on the Premises shall be in working order that the roof of the Premises is free from leaks and the basement is free from leaks. Seller agrees that the aforesaid representations will be true and accurate as of the date Seller tenders possession of the premises to Purchaser as if made on said date.
7. From the date of this Contract through the date Seller tenders possession of the Premises to Purchaser, Seller shall perform regular care and maintenance of the Premises.
8. Seller represents and warrants that on the date of surrender of the Premises to Purchaser, it will have approved and operable single station smoke detecting alarm devices and carbon monoxide detecting alarm devices in compliance with New York State Law. At Closing, Seller shall execute and deliver to Purchaser a Smoke Alarm Affidavit and Carbon Monoxide Alarm Affidavit in compliance with New York State Law.
9. Seller shall arrange for final readings of all utilities (including, but not limited to, gas, electric, cable and telephone) directly from the appropriate public utility company prior to date of surrender to Purchaser and shall pay all sums due for each such utility through the such date promptly upon receipt of the final bill. At the later of the Closing or surrender date, Seller shall deliver satisfactory evidence of the payment of the final water bill or scheduled reading therefore, or hold a sufficient sum in escrow.
10. 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.

11. Seller represents that Seller has no knowledge of any pending or threatened zoning, planning or other hearing or proceeding, investigation or litigation in connection with the Premises and property, nor has the Seller received any notice of claimed violation of any zoning, planning, or wetlands regulation by any public agency affecting the Premises or property of any adjoining landowner. Seller agrees to promptly advise the Purchaser of any such hearing or proceeding, notice investigation or litigation in connection with an event or occurrence affecting the Premises and property or the premises and property of an adjoining landowner of which Seller becomes aware. Additionally, Seller represents that he has received no notice of claim of liability or potential liability with respect to the Premises and property by a public agency or by an adjoining landowner.
12. In the event a Purchaser dies or becomes incapacitated prior to Closing, all deadlines shall be extended pending the appointment of a duly authorized representative of Purchaser's Estate. Such duly authorized representative may cancel this Contract of Sale on written notice within 30 days of such appointment.
13. Title objections: Receipt of a title report by the attorney for Seller shall be deemed adequate notice of any violations, defects or exceptions to title.
14. Unless otherwise provided, any fixture (light or otherwise) permitted to be removed by Seller must be replaced with standard (builder's quality) fixture at Seller's sole cost and expense prior to closing.
15. In the event of any inconsistencies or conflict between the provisions of this Additional Rider to Contract of Sale, and those of the Rider to Contract of Sale or printed form of Contract of Sale to which it is attached, the provisions of this Additional Rider shall be deemed to control, govern and be binding.
16. 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; b) any transfer tax documents or transfer taxes imposed as a result of the sale; and c) Seller shall also be responsible for the preparation of said documentation. This paragraph shall survive the closing.
17. Supplementing Paragraph 12 of the Contract, Seller represents and warrants that to the best of Sellers knowledge, the windows, ceilings, walls, and floors of the Premises, at the time of closing shall be free from seepage or leaks.
18. Fax and PDF signatures shall be binding and effective with the same force and effect as if they were original signatures of the parties. This agreement may be signed in counterparts.

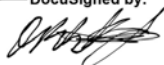
19. Upon the transfer of title, Sellers agree to assign their tax grievance filing to Purchasers, IF ANY, and Purchasers agree to assume same. If Sellers receive any correspondence and/or offers of reduction from the Assessment Review Commission in connection with the filing, between the date of Contract and Closing, Sellers agree to advise Purchasers of same and not take any action without first obtaining authorization from Purchasers. This clause shall survive delivery of the Deed.
  
20. If FIRPTA is applicable in this transaction, Seller shall be responsible for withholding from the Balance, and remitting to the IRS, such sum as may be required by law. Seller's attorney shall provide a copy of such check, a completed IRS Form 8288, and the FedEx tracking information to Purchaser's Attorney to track such payment. Seller's attorney shall provide proof of deposit of the payment to Purchaser's attorney. Seller agrees to indemnify and hold Purchaser harmless from and against any claim, liability or expense arising out of Seller's failure to comply with FIRPTA.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**Seller(s):**

DocuSigned by:  
  
06CC8372D79C488...  
**Jose B. Abreu**

DocuSigned by:  
  
F52B4668B033401...  
**Orasthina Abreu**

**Purchaser(s):**

Signed by:  
  
02212991ED05404...  
**Aneisha J. Charles**

Signed by:  
  
078B42DFCB1240F...  
**Nya A. Charles**

REPAIR RIDER TO CONTRACT OF SALE


Jose B. Abreu and Orasthina Abreu, Seller


AND

Aneisha J. Charles and Nya A. Charles, Purchaser

The Seller hereby agrees to make the following repairs in a workmanlike manner, prior to closing:

1. Install missing smoke and carbon monoxide alarms where needed
2. Replace broken microwave handle
3. Install emergency shut off switch for boiler near basement stairs

DocuSigned by:  
  
F52B4668B033401...

Signed by:  
  
022128918003404...

DocuSigned by:  
Jose B Abreu  
06CCA372D79C486...

Signed by:  
  
976B426F6B1246F...



# Department of State Licensing Services

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

## Property Condition Disclosure Statement

Name of Seller or Sellers: JOSE & ORIBETHINA ABREU

Property Address: 48 SAINT MARKS  
FREEPORT NY 11520

### General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

### Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

### Instruction to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

### Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

### GENERAL INFORMATION

1. How long have you owned the property? ..... 9/20/2016
2. How long have you occupied the property? ..... 9/20/2016
3. What is the age of the structure or structures? ..... 1940  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.*
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unkn  NA
5. Does anybody else claim to own any part of your property? *If yes, explain below* .....  Yes  No  Unkn  NA
6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If yes, explain below* .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a home-owner's association, such as walls, fences or driveways? *If yes, describe below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

8. Are there any electric or gas utility surcharges for line extensions, special assessments or home-owner or other association fees that apply to the property? *If yes, describe below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

9. Are there certificates of occupancy related to the property? *If no, explain below* .....  Yes  No  Unkn  NA

## ENVIRONMENTAL

### Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products or other material that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners, pool chemicals and products containing mercury and lead and indoor mold.

### Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a Federal Emergency Management Agency (FEMA) designated floodplain? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

11. Is any or all of the property located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to the Federal Emergency Management Agency's (FEMA's) current flood insurance rate maps for your area? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

12. Is any or all of the property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

13. Is the property subject to any requirement under federal law to obtain and maintain flood insurance on the property? *If yes, explain below* .....  Yes  No  Unkn  NA

- Homes in the Special Flood Hazard Area, also known as High Risk Flood Zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Also note that homes in coastal areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.

\_\_\_\_\_

# Property Condition Disclosure Statement

14. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from the Federal Emergency Management Agency (FEMA), the U.S. Small Business Administration (SBA), or any other federal disaster flood assistance for flood damage to the property? *If yes, explain below*.....  Yes  No  Unkn  NA

- For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.

\_\_\_\_\_  
\_\_\_\_\_

15. Is there flood insurance on the property? *If yes, attach a copy of the policy*.....  Yes  No  Unkn  NA

- A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

16. Is there a FEMA elevation certificate available for the property? *If yes, attach a copy of the certificate*.....  Yes  No  Unkn  NA

- An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the property and is used by flood insurance providers under the National Flood Insurance Program (NFIP) to help determine the appropriate flood insurance rating for the property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.

17. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)? *If yes, explain below*.....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

18. Is any or all of the property located in a designated wetland? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

19. Is the property located in an agricultural district? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

20. Was the property ever the site of a landfill? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

21. Are there or have there ever been fuel storage tanks above or below the ground on the property?  Yes  No  Unkn  NA  
• If yes, are they currently in use? .....  Yes  No  Unkn  NA

- Location(s) \_\_\_\_\_  
\_\_\_\_\_

• Are they leaking or have they ever leaked? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

22. Is there asbestos in the structure? *If yes, state location or locations below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

23. Is lead plumbing present? *If yes, state location or locations below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

24. Has a radon test been done? *If yes, attach a copy of the report* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

# Property Condition Disclosure Statement

25. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* .....  Yes  No  Unkn  NA

26. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* .....  Yes  No  Unkn  NA

27. Has the property been tested for indoor mold? *If yes, attach a copy of the report*.....  Yes  No  Unkn

## STRUCTURAL

28. Is there any rot or water damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unkn  NA

29. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unkn  NA

30. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* .....  Yes  No  Unkn  NA

31. Has the property been tested for termite, insect, rodent or pest infestation or damage? *If yes, please attach report(s)* .....  Yes  No  Unkn  NA

32. What is the type of roof/roof covering (slate, asphalt, other)? ..... asphalt

• Any known material defects? ..... NO

• How old is the roof? ..... 10 yrs

• Is there a transferable warranty on the roof in effect now? *If yes, explain below* .....  Yes  No  Unkn  NA

33. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If yes, explain below* .....  Yes  No  Unkn  NA

## MECHANICAL SYSTEMS AND SERVICES

34. What is the water source? (*Check all that apply*) .....  Well  Private  Municipal

• If municipal, is it metered? .....  Other: \_\_\_\_\_

.....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

35. Has the water quality and/or flow rate been tested? *If yes, describe below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

36. What is the type of sewage system? (*Check all that apply*) .....  Public sewer  Private sewer

Septic  Cesspool

• If septic or cesspool, age? .....

\_\_\_\_\_

• Date last pumped? .....

\_\_\_\_\_

• Frequency of pumping? .....

\_\_\_\_\_

• Any known material defects? *If yes, explain below* (More information on "septic system operation and maintenance" can be found on the NYS Department of Health website in the informational health pamphlet made available by the Department of Health pursuant to section 396-s of NYS general business law.) .....

Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

37. Who is your electric service provider? .....

TREPORT Electric

• What is the amperage? .....

100 Amps

• Does it have circuit breakers or fuses? .....

CB

• Private or public poles? .....

public

• Any known material defects? *If yes, explain below* .....

Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

38. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If yes, state locations and explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

39. Has the structure(s) experienced any water penetration or damage due to seepage or a natural flood event, such as from heavy rainfall, coastal storm surge, tidal inundation or river overflow? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

# Property Condition Disclosure Statement

Are there any known material defects in any of the following? *If yes, explain below. Use additional sheets if necessary.*

- 40. Plumbing system? .....  Yes  No  Unkn  NA
- 41. Security system? .....  Yes  No  Unkn  NA
- 42. Carbon monoxide detector? .....  Yes  No  Unkn  NA
- 43. Smoke detector? .....  Yes  No  Unkn  NA
- 44. Fire sprinkler system? .....  Yes  No  Unkn  NA
- 45. Sump pump? .....  Yes  No  Unkn  NA
- 46. Foundation/slab? .....  Yes  No  Unkn  NA
- 47. Interior walls/ceilings? .....  Yes  No  Unkn  NA
- 48. Exterior walls or siding? .....  Yes  No  Unkn  NA
- 49. Floors? .....  Yes  No  Unkn  NA
- 50. Chimney/fireplace or stove? .....  Yes  No  Unkn  NA
- 51. Patio/deck? .....  Yes  No  Unkn  NA
- 52. Driveway? .....  Yes  No  Unkn  NA
- 53. Air conditioner? .....  Yes  No  Unkn  NA
- 54. Heating system? .....  Yes  No  Unkn  NA
- 55. Hot water heater? .....  Yes  No  Unkn  NA

56. The property is located in the following school district Freeport

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and FEMA's current flood insurance rate maps and elevation certificates).

*The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.*

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# Property Condition Disclosure Statement

## SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature AuthenticSIGN

X Jose Abreu

Date 01/06/26

Seller's Signature AuthenticSIGN

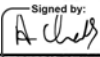
X Orasthina Abreu

Date 01/05/26

## BUYER'S ACKNOWLEDGMENT:


Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X Signed by:  
  
022128916DD34D4...

Date 1/13/2026

Buyer's Signature

X Signed by:  
  
378B42DFCB124CF...

Date 1/13/2026