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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

Chapter 11

Case No. 17-40082-NHL

2200 PITKIN REALTY LLC

Debtor.

NOTICE OF DEBTOR'S MOTION FOR AN ORDER (A) AUTHORIZING THE SALE OF THE DEBTOR'S REAL PROPERTY PURSUANT TO SECTION 363(B) AND (F) OF THE BANKRUPTCY CODE AND RULES 2002, 2004 AND 9006 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; (B) APPROVING THE CONTRACT OF SALE IN CONNECTION THEREWITH; (C) AUTHORIZING DISTRIBUTION OF SALE PROCEEDS; AND (D) FOR OTHER RELIEF THIS COURT DEEMS PROPER

HEARING DATE AND TIME:
SEPTEMBER 8, 2017, 3:30 PM

PLEASE TAKE NOTICE that on September 8, 2017 at 3:30 PM, or as soon thereafter as counsel may be heard, E. Waters & Associates, P.C. (EWA) attorney for debtor and debtor-in possession 2200 Pitkin Realty LLC (hereinafter the "Debtor"), shall move before the Honorable Elizabeth S. Stong, United States Bankruptcy Judge, at United States Bankruptcy Court, 271-C Cadman Plaza East, Brooklyn, NY 11201, for an Order authorizing the sale of the debtor's sole asset, real property located at 2200 Pitkin Avenue, Brooklyn NY 11207 (the "Property") pursuant to section 363(b) and (f) of the bankruptcy code and rules 2002, 2004 and 9006 of the federal rules of bankruptcy procedure to AML W36St Realty LLC (the "Purchaser") free and

clear of any and all claims, liens, encumbrances and other interests; (b) approving the contract of sale; (c) authorizing distribution of sale proceeds; and (d) for other relief this court deems proper.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the motion shall: (i) be in writing; (ii) specify with particularity the basis of the objection; and (iii) be filed with the Clerk, United States Bankruptcy Court, United States Bankruptcy Court, 271-C Cadman Plaza East, Brooklyn, NY 11201 and simultaneously served on Debtor's Counsel, E. Waters & Associates, P.C. 89-36 Sutphin Boulevard, Suite 301-304, Jamaica, NY 11435.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be deemed uncontested and the relief requested may be granted without a hearing.

Dated: August 18, 2017
Queens, NY

/s/ Rashmi Attri

Rashmi Attri
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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

Case No.: 17-40082-NHL

Chapter 11

2200 PITKIN REALTY, LLC

Debtor.

DEBTOR’S MOTION UNDER BANKRUPTCY CODE § 363 SEEKING ENTRY OF AN ORDER (1) AUTHORIZING THE SALE OF THE DEBTOR’S REAL PROPERTY, LOCATED AT 2200 PITKIN AVENUE, BROOKLYN NY 11207, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, TO AML W36ST REALTY LLC; AND (2) APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT OF SALE FOR THIS CONVEYANCE

The above-captioned debtor and debtor-in-possession (the “Debtor”) hereby files this motion (the “Motion”) seeking entry of an order, substantially in the form annexed hereto as **Exhibit A** (the “Proposed Order”), Sections 105(a), 363 and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) authorizing the sale (the “Sale”) of the Debtor’s real property located at 2200 Pitkin Avenue, Brooklyn NY 11207, free and clear of all liens, claims and encumbrances and security interests of record of whatever kind or nature (the “Liens) with such Liens, if any, to attach to the proceeds of such sale in the validity, extent and priority as they presently exist, to AML W36St Realty LLC (the Purchaser”) for \$450,000 (ii) approving the Terms and Conditions of the Contract of Sale for said transaction and (iii) authorizing distribution of sale proceeds. In support of this Motion, the Debtor respectfully represents:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. The statutory predicate for the relief sought herein are Sections 105(a), 363 and 365 of the Bankruptcy Code, as complemented by Bankruptcy Rules 2002, 6004, 6006 and 9014.

BACKGROUND

3. On January 9, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Eastern District of New York (the “Court”).

4. The Debtor is a Single Asset Real Estate entity and owns a property located at 2200 Pitkin Avenue, Brooklyn NY 11207 (the “Property”).

5. The Debtor remains in possession of its assets and continue to manage its operation as a debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

6. No Trustee, examiner or Creditors' Committee has been appointed in this proceeding.

7. The Property has three commercial and three residential units. The tenants' payment yields the Debtor \$6,650 per month.

8. Due to the non-paying tenants, the Property ended up in a foreclosure action pending in the Kings County Supreme Court titled *Bayview Loan Servicing, LLC v. 2200 Pitkin*

Realty LLC, et al., Index No. 500312/2012, where a judgment was entered. The auction and sale of the Property was stayed by the Chapter 11 filing.

9. The Property has an approximate fair market value of \$755,000 based upon recent appraisal and has a first priority secured Mortgage and Security Agreement, (the “Mortgage”) in the approximate outstanding amount, subject to certain dispute on amount, of \$1,218,633.00 held by Bayview Loan Servicing (“Bayview”).

10. On June 13, 2017, Bayview informed the office of undersigned that the subject Mortgage is eligible for a potential discounted settlement. Bayview further informed that if Debtor is willing to pursue this option, it will be structured as a short sale.

11. Since June 13, 2017, Debtor has been soliciting offers from potential buyers. From these solicitations, Debtor received indications of interest from a related party, AML W36St Realty LLC (the “Purchaser”). The negotiation with AML W36St Realty LLC progressed to the point of a Residential Contract of Sale (the “Contract”). See **Exhibit B** for a copy of the Contract of Sale.

12. On July 24, 2017, Debtor sent a proposal for a Discounted Payoff of the mortgage in the amount of \$415,000 with a Contract of Sale of the Property to AML W36St Realty LLC.

13. Bayview sent its own BPO agent Christopher King of Joseph T. King Real Estate, Inc. at the Property to conduct an appraisal.

14. On August 2, 2017, Bayview approved a Discounted Payoff in the amount of \$480,000. On August 8, 2017, the Debtor counter offered with a Contract of Sale in the amount of \$450,000. **Exhibit B** (the “Contract of Sale”).

15. On or about August 9, 2017, Bayview approved the Debtor for a Discounted Payoff in the amount of \$450,000. *See Exhibit C* (Discounted Payoff Approval).

16. The Debtor, in order to satisfy all of its debts in full is seeking to sell the Property.

17. Debtor has agreed to sell the property free and clear of all liens, claims, encumbrances and other interests. The Sale transaction, however, is subject to and conditioned upon the Court's approval.

RELIEF REQUESTED

18. By this Application, the Debtor seeks entry of an order of this Court approving the Sale Transaction on the terms and conditions set forth in the Contract of Sale.

BASIS FOR RELIEF

A. Justification for a Private Sale

19. The Debtor requests that the Property be sold through a private sale. The Debtor believes that conducting the sale through a private sale is in the best interest of the estate rather than conducting the sale through an auction.

20. While section 363 sales are often conducted under competitive bidding procedures, there is no requirement in section 363 of the Bankruptcy Code to do so. Bankruptcy Rule 6004(f) specifically contemplates private sales with the statement that "[a]ll sales not in the ordinary course of business may be by private sale or by public auction".

21. Private sales may be appropriate under section 363 in circumstances similar to the instant case. *See In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) ("Unlike judicial sales under the Bankruptcy Act, the sale of estate property under the Bankruptcy Code is conducted by a trustee, who has ample discretion to conduct public or private sales of estate property."); *Penn Mut. Life Ins. Co. v. Woodscape Ltd. P'ship (In re Woodscape Ltd. P'ship)*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (noting that, with respect to sales of estate property pursuant to section 363 of the Bankruptcy Code, "[t]here is no prohibition against a private sale . . . and there is no requirement that the sale be by public auction").

22. Accordingly, courts may approve private sales of assets where the standards for approval under section 363 of the Bankruptcy Code are satisfied. *See, e.g., In re Wellman, Inc.*, Case No. 08-10595 (SMB) (Bankr. S.D.N.Y. Oct. 6, 2009) (order approving the sales of one of the debtors' facilities' by private sale, not subject to higher and better offers). In the instant case, the private sale contemplated will easily generate sufficient revenue to pay all creditors in full satisfaction of their respective debts.

23. The Debtor does not believe an auction would generate higher or better offers or provide any other benefit to the Debtor's creditors. Moreover, additional and substantial costs associated with a competitive bidding process would not likely be sufficient to justify a sale auction.

24. It is submitted that the Property is a commercial property. The Debtor and the Purchaser are related parties. Magdaleno Lopez, the 100% equity holder of the Purchaser is related to Andres Lopez who is a 100% equity holder of the Debtor. The transaction was negotiated in good faith.

25. The Debtor believes that the necessity of bringing this case to a close and satisfying its debt in a timely manner dictate that a private sale be approved. For the foregoing reasons, the private sale of the Property as requested herein should be approved.

B. The Contract of Sale

26. On August 8, 2017, the Debtor and Purchaser executed a contract for the sale of the Property, a copy of which is annexed hereto as **Exhibit B** (the “Contract of Sale”).

27. Pursuant to the Contract of Sale, Purchaser shall acquire, and the Debtor shall convey to Purchaser all of the right, title and interest that Debtor possesses as of the closing in and to Property, free and clear of all liens and liabilities pursuant to Sections 363(b) and (f) of the Bankruptcy Code and Rule 6004(f)(1) of the Federal Rules of Bankruptcy Procedure.

28. Except as expressly permitted or otherwise specifically provided for in the Contract of Sale and Settlement Statement (HUD-1), *see* **Exhibit D**, all persons and entities asserting liabilities of any kind against the Debtor or the Property prior to the Closing Date (as defined in the Contract of Sale), shall be forever barred from asserting such liabilities against Purchaser, their successors or assigns, their property, or the Property.

29. In consideration of the sale of the Property covered by the Contract of Sale, Purchaser will pay the Purchase Price of \$450,000.00.

30. The other Creditors, National Grid and the NYC Water Board, will be paid by Purchaser at closing. **Exhibit D** (Settlement Statement).

C. Debtor's Sale Pursuant to Bankruptcy Code §363(b) and (f) is Appropriate

31. Section 363(b) of the Bankruptcy Code provides, in pertinent part, that the Debtor “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate”. 11 U.S.C. §363(b)(1). As the Property constitutes the Debtor’s ongoing business and is substantially all of the Debtor’s assets, the proposed sale is out of the ordinary course of the Debtor’s business.

32. Section 363 does not set forth an express standard for determining whether a sale of property under §363(b) should be approved. Courts have interpreted this section using an “articulated business judgment” standard. See, *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989).

33. The Court of Appeals for the Second Circuit first enunciated this standard by stating: “The rule we adopt requires that a judge determining a §363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such application.” *Lionel*, 722 F.2d at 1070-71.

34. Section 363(b) does not require that the Court substitute its business judgment for that of the Debtor. Rather, the Court should ascertain whether a debtor has articulated a valid business justification for the proposed transaction. This is consistent with “the broad authority to operate the business of the Debtor . . . [which] indicates congressional intent to limit Court involvement in business decisions by a Trustee . . . [so that] a Court may not interfere with a reasonable business decision made in good faith by a Trustee”. *In re Airlift Int’l, Inc.*, 18 B.R. 787, 789 (Bankr. S.D. Fla. 1982).

35. Other courts have approved sales of a debtor's assets under §363(b)(1) of the Bankruptcy Code when (i) the sale is supported by the sound business judgment of the debtor's management; (ii) interested parties are provided with adequate and reasonable notice; (iii) the sale price is fair and reasonable; and (iv) the purchaser has acted in good faith. *See, e.g., In re Betty Owens Schools, Inc.*, WL 188127 at *4 (S.D.N.Y. 1997).

36. The sale will generate revenue sufficient to satisfy all creditors. The Debtor therefore submits that the proposed sale is in the best interests of its estate and creditors and should be approved by the Court.

D. The Debtor Has Exercised Sound Business Judgment and The Sale Price is Fair and Reasonable

37. The Debtor believes that the sale to the Purchaser represents a prudent and proper exercise of its business judgment and is supported by articulated business reasons because, absent such a sale its creditors would otherwise not realize full satisfaction of their debts.

38. The Debtor believes that the Contract of Sale represents substantial value to the Debtor's estate.

39. The Debtor submits that the Sale Transaction is the best opportunity to maximize the value of the Property by alleviating the estate of over one million (\$1,000,000) dollars of obligations.

E. Asset Sale Free and Clear of Encumbrances

40. In addition to seeking approval of the sale of the Property outside of the ordinary course of business, the Debtor seeks approval to sell the Property free and clear of any and all liens, claims or encumbrances in accordance with §363(f) of the Bankruptcy Code.

41. A debtor-in-possession may sell property, pursuant to §§363(b) and 363(f), free and clear of any interest in such property of an entity other than the estate if one of the following conditions are satisfied:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. §363(f).

42. It is submitted that both numbers one and three above apply to the instant proposed sale. Applicable non-bankruptcy law would permit the sale of the Property free and clear of liens because the sale generates sufficient revenue to satisfy all liens in full. In addition, the price that the property would be sold at under the proposed sale will satisfy the Discounted Payoff approved by Bayview. Accordingly, the Debtor is entitled, pursuant to §§363(b) and 363(f) to sell the Property free and clear of all liens, claims and encumbrances.

43. Further, the Debtor proposes to distribute the proceeds of the sale, in the total amount of \$450,000 to Bayview Loan Servicing (the “Secured Lender”) pursuant to Discounted Payoff.

NOTICE

44. Notice of this Application has been given to the following parties or, in lieu thereof, to their counsel, if know: (i) the United States Trustee for the Eastern District of New York; (ii) counsel for the Mortgagee, (iii) National Grid, (iv) NYC Water Board, and (v) parties who have filed a notice of appearance and request for service of pleadings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is required.

NO PRIOR REQUEST

45. No prior request for the relief sought herein has been made to this or any other court. **WHEREFORE**, the Debtor seeks the entry of an order (i) pursuant to §§363(b) and (f) of the Bankruptcy Code and Bankruptcy Rule 6004 authorizing the Debtor to sell the Property as defined in the Contract of Sale free and clear of any and all claims, liens, encumbrances and other interests, (ii) authorizing the distribution of the sale proceeds as set forth in the Motion, and (iii) granting the Debtor such other and further relief as the Court deems just and proper.

Dated: August 18, 2017
Queens, NY

By: */s/ Rashmi Attri*

Rashmi Attri, Esq.
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A

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

Case No.: 17-40082-NHL

Chapter 11

2200 PITKIN REALTY, LLC

Debtor.

**ORDER AUTHORIZING AND APPROVING SALE OF THE
DEBTOR'S PROPERTY LOCATED AT 1114 WARD AVENUE BRONX, NY
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND GRANTING
RELATED RELIEF**

UPON the motion dated August 18, 2017 (the "Motion"), of 2200 Pitkin Realty, LLC, the above captioned debtor and debtor-in-possession in this Chapter 11 case (the "Debtor"), by its attorneys, E. Waters & Associates, P.C., for entry of an order; and it appearing that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceedings pursuant to 28 U.S.C. § 157(b)(2); and adequate notice of the Sale Motion and opportunity for objection having been given, and there being no objections to the relief requested in the Motion; and this matter having come before the Court on _____, 2017 (the "Hearing"):

THE COURT HEREBY FINDS AND CONCLUDES:

A. The Debtor has articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including adequate justification for the sale of the Debtor's sole asset, the property located at 2200 Pitkin Avenue, Brooklyn NY 11208 (the "Property"). Sound

business reasons exist to support the Debtor's business judgment to sell the Property by private sale as is authorized under Bankruptcy Rule 6004(f)(1).

B. The Debtor's determination that the Contract of Sale constitutes a valid and sound exercise of the Debtor's business judgment.

C. The Purchaser is purchasing the Property in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision.

BASED UPON THE FOREGOING FINDINGS, IT IS HEREBY, ORDERED, THAT:

1. The relief requested in the Motion is granted and approved.
2. The Contract of Sale is hereby approved.
3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized, empowered and directed to (a) consummate the sale of the Property to the Purchaser pursuant to and in accordance with the terms and conditions of the Contract of Sale, (b) close the sale as contemplated in the Contract of Sale and in this Order, and (c) execute and deliver, perform under, consummate, implement and close fully the Contract of Sale, together with all additional instruments and documents that may be reasonably necessary to implement the Contract of Sale and the Sale.
4. This Order shall be binding upon the Debtor, the estate, all creditors, all holders of equity interests in any Debtor, holders of any claims against any Debtor, holders of liens against or on any portion of the Property, the Purchaser (and successors and assigns of the Purchaser), and any subsequently appointed trustees in this chapter 11 case or upon a conversion to Chapter 7 under the Bankruptcy Code of the Debtor's case. This Order and the Contract of

Sale shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser and their respective successors and assigns.

5. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtor is authorized and directed to transfer the Property to the Purchaser on the closing date. Effective upon the closing, the Property shall be owned by the Purchaser free and clear of all liens, claims, encumbrances or other interests.

6. Except as expressly permitted or otherwise specifically provided by the Contract of Sale, or by this Order, all persons holding liens or interests in all or any portion of the Property arising under or out of, in connection with, or otherwise relating to the Debtor or the Property, prior to the closing date of the sale of the Property to the Purchaser, are hereby forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Property.

7. The Debtor is authorized and directed to distribute the proceeds from the closing of the sale of the Property as follows:

a. \$450,000 to Bayview Loan Servicing (the "Secured Lender") pursuant to Discounted Payoff;

b. all delinquent real property taxes and outstanding post-petition real property taxes pro-rated as of the closing with respect to the real property included among the purchased assets;

c. such other customary fees necessary to effectuate the transfer and closing of the sale of the Property pursuant to the Contract of Sale.

8. National Grid and the NYC Water Board, will be paid by Purchaser at closing.

9. This Order shall be binding upon all persons, including filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Contract of Sale.

10. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Order shall be effective upon entry and the Debtor and the Purchaser are authorized to close the Sale upon entry of this Order.

11. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in this Chapter 11 Case, the terms of this Order shall govern.

12. To the extent that this Order is inconsistent with the Contract of Sale, the terms of this Order shall govern.

Dated: Brooklyn, New York

August __, 2017

HONORABLE ELIZABETH S. STONG
UNITED STATES BANKRUPTCY

B

Recorder Form No. 8968 (3/00) - Residential contract of sale 2-9)

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

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

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION. This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of the law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

Residential Contract of Sale

Date: CONTRACT OF SALE, made as of BETWEEN 2200 Pitkin Realty LLC 20

Parties: Address: 2200 Pitkin Avenue, Brooklyn, NY 11208 Social Security Number/Fed. I.D. No(s): hereinafter called "SELLER", and AML West 36st Realty LLC

Address: 2830 W36 Street, Brooklyn, NY 11224 Social Security Number/Fed. I.D. No(s):

hereinafter called "PURCHASER".

The parties hereby agree as follows:

Premises: 1. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 2200 Pitkin Avenue, Brooklyn, NY 11224

Tax Map Designation: Block 374; Lot 24 Kings County New York

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

Personal Property: 2. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV antenna, weather vane, flagpole, pumps, shrubbery, fencing, outdoor stairway, pool 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 their present "as is" condition

Excluded from this sale are furniture and household furnishings and

Purchase Price: 3. The purchase price is Four Hundred and Fifty Thousand Dollars payable as follows:

- (a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"); \$ 450,000.00
(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; \$ 0
(c) by a purchase money note and mortgage from Purchaser to Seller; \$
(d) balance at Closing in accordance with paragraph 7; \$ 450,000.00

Existing Mortgage: (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above: (a) The premises shall be conveyed subject to the remaining 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 amount, if any, and with any balance of principal being due and payable on _____ (b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing. (c) If there is a 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 amount, if any, claimed to be unpaid for principal and interest, the fact date service thereunder shall not be greater than \$ _____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess to be paid to the holder of such purchase money mortgage in reduction of the principal amount of the purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

Purchase Money Mortgage: (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(c) above: (a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ _____ for its preparation. (b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$ _____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess to be paid to the holder of such purchase money mortgage in reduction of the principal amount of the purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

Down-payment in Escrow: 6. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at Victory State Bank, Forest Avenue, Staten Island, NY until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall (not) (Delete if inapplicable) hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for its benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment

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

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

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

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provision of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

Acceptable Funds:

- 7. All money payable under this contract, unless otherwise specified, shall be paid by:
 - (a) Cash, but not over \$1,000.00;
 - (b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice (by telephone or otherwise) to Purchaser;
 - (c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$ 500 and
 - (d) As otherwise agreed to in writing by Seller or Seller's attorney.

Mortgage Contingency:

8. ~~(Delete if inapplicable)~~ The obligations of Purchaser hereunder are conditional upon issuance on or before _____, 20____ (the "Commitment Date") of a written commitment from any institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ _____ 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 _____ for a term of at least _____ years and on other customary commitment terms, ~~which are not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.~~ Purchaser shall (a) make prompt application to an Institutional Lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph.

Permitted Exceptions:

- 9. The Premises are sold and shall be conveyed subject to:
 - (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;
 - (b) Constraints for the erection of any structures on, under or above any streets on which the Premises abut;
 - (c) Encroachment 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.

Governmental Violations and Orders:

- 10. (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date 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.

Seller's Representations:

- 11. (a) Seller represents and warrants to Purchaser that:
 - (i) The Premises abut or have a right of access to a public road;
 - (ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
 - (iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 14-5, 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:
 - NONE
- (b) Seller covecans 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 covecans, representations, warranties or other obligations contained in this contract shall survive Closing.

Condition of Property:

12. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

Insurable Title:

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

Closing, Deed and Title:

- 14. (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and sale with covenants against grantor's 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.

Closing Date and Place:

15. Closing shall take place at the office of Geoffrey Long, Esq. 1942 Victory Boulevard, Staten Island, NY 10314

at 11:00 a.m. o'clock on or about 8/14 2017 or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of Attorney for Lending Institution

Conditions to Closing:

16. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

- (a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.
- (b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their uses as a family dwelling at the date of Closing.
- (c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorney's fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this sub paragraph (c) shall survive Closing.
- (d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- (e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.
- (f) All plumbing (including: water supply and waste 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.
- (g) If the Premises are a one- or two-family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.
- (h) The delivery by the parties of any other affidavits required as a condition of recording the deed.

Deed Transfer and Recording Taxes:

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

Apportionments and Other Adjustments; Water Meter and Installment Assessment:

- 18. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:
 - (i) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.
 - (b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to that 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.

Allowance for Unpaid Taxes, etc.:

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

Use of Purchase Price to Remove Encumbrances:

20. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or 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.

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

- 21. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 2, 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 adjournment date; (iii) notwithstanding the foregoing, if 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 as 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 4, 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.

Affidavits as to Judgments, Bankruptcies, etc.:

22. 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.

Defaults and Remedies:

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

Purchaser's Lien:

24. 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.

Notices:

25. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the 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 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.

No Assignment:

26. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

Broker:

27. Seller and Purchaser each represents and warrants to other that it has not dealt with any broker in connection with this sale other than

("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 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.

Miscellaneous:

28. (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 and bind the heirs, distributees, legal representatives, successors and permitted assigns of the 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 caption to this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding to 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 reasonable 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, and other person or entity.

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

Handwritten signatures and dates for Seller (2200 Pitkin Realty LLC) and Purchaser (AML West 36th St Realty LLC) dated 8/8/2017.

Attorney for Seller:

Geoffrey Long
Address: 1942 Victory Blvd.
SI, NY 10314

Tel: 718-442-1020

Fax: 718-273-0132

Attorney for Purchaser:

Address

Tel:

Fax:

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

Escrowee

Contract of Sale

PREMISES

TITLE NO.

2200 Pitkin Realty LLC

AML West 36st Realty LLC

DISTRICT
SECTION

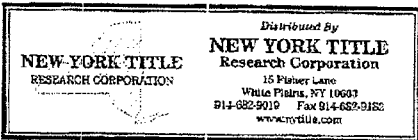
BLOCK 3742

LOT 24

COUNTY OR TOWN Kings County

STREET NUMBER ADDRESS

2200 Pitkin Avenue
Brooklyn, NY 11224



C



Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

August 09, 2017

LLC 2200 PITKIN REALTY and ANDRES LOPEZ
2840 W 19TH ST
BROOKLYN, NY 11224



Loan Number: 200051060

Property Address: 2200 Pitkin Avenue
Brooklyn, NY 11207

**IMPORTANT: Your request for consideration for a short sale has been approved.
Here's what to expect next:**

Dear Customer:

I am pleased to inform you that Bayview Loan Servicing, LLC ("Bayview") has approved you for a Discounted Payoff on your property located at 2200 Pitkin Avenue, Brooklyn, NY 11207 (the "Property") in the amount of **\$450,000.00** which is good through **08/21/2017 end of business day, the scheduled Closing Date**. This Discounted Payoff is null and void if the funds received by Bayview as of the Closing Date are less than the amount approved in this agreement.

Please be advised that this Discounted Payoff approval is on a one time basis and additional requests for approval may not be considered.

The terms of the Discounted Payoff offer are as follows:

| | |
|---|---------------------|
| • Settlement Date: | 08/21/2017 |
| • Sales Price: | \$450,000.00 |
| • Borrower or Seller Credits: | \$0.00 |
| • Borrower Contributions: | \$0.00 |
| • Realtor Commissions: | \$0.00 |
| • Taxes & Closing Costs: | \$0.00 |
| • Third Party Fees: | \$0.00 |
| • Subordinate Liens: | \$0.00 |
| • Relocation Assistance: | \$0.00 |
| • Net Proceeds to Bayview Loan Servicing: | <u>\$450,000.00</u> |

In addition, notice of Closing is required within 48 hours of the scheduled Closing Date, to ensure the items listed below have been received and reviewed for approval:

- Final Settlement Statement with buyer and seller closing costs

Refunds and Insurance Proceeds

Any refunds, taxes or any proceeds from any insurance that become due before the Discounted Payoff funds are paid to Bayview must be paid to Bayview in order to satisfy the loan.

Borrower warrants that he/she will not interfere with the investigation of any such insurance claim. Borrower also warrants that any such borrower payment, insurance check, or tax refund referenced above that he/she receives, shall be immediately forwarded to Bayview. Bayview will also retain any funds that may currently be held in suspense and escrow accounts.

Attorney Fees

In the event that any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Agreement or the Loan Documents, then the prevailing party shall be entitled to recover all reasonable court costs and attorneys' fees, at all levels.

Borrower agrees not to make any claim to any attorney fees and costs against Lender in the event there is a pending foreclosure case/action which is voluntarily dismissed by Lender as a result of this modification agreement or similar settlement reached between the parties. Borrower acknowledges that a voluntary dismissal by Lender under such circumstances shall not make the Borrower the prevailing party in such foreclosure action/case for the purposes of this section.

Foreclosure Sale/Low Day

If a foreclosure sale has been scheduled, funds must be received 48 hours prior to the foreclosure sale or by the required date indicated above, whichever is sooner. Upon receipt by Bayview of the Discounted Payoff Amount, Bayview will dismiss or cancel any pending legal action. No legal action will be halted until funds are received on or before the required date.

Nothing in this letter shall be construed to prejudice, waive, modify or alter any of Bayview's rights or remedies in law or in equity in collecting the entire amount due and to come due on the Loan or be construed to waive any defense of Bayview.

This Discount Payoff offer is valid only if borrowers sign a copy of this letter at the bottom of the next page under "Acknowledged and Accepted" and return it to my attention on or before 08/21/2017 end of business day. Please assure that funds are received by Bayview by the required date indicated in this letter. In addition, please send the executed closing documents, including the signed Settlement Statement by all parties to me.

PAYMENT INFORMATION. Use one of the following methods to send remittance to Bayview Loan Servicing:

Overnight Mail:

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

Wire Instructions*:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
ABA #: 021-000-021
Credit Account: Bayview Loan Servicing, LLC
Account No.: 447450847

**Fees may be imposed by money transmitter.*

Please include the following information on all remittance:

Borrower: LLC 2200 PITKIN REALTY and ANDRES LOPEZ
Bayview Loan Number: 200051060
Property Address: 2200 Pitkin Avenue, Brooklyn, NY 11207



You Have Deed-in-Lieu Options

Deed-in-Lieu. If, during any time prior to the expiration date of this approval you are unable or no longer interested in completing the short sale, you may be able to convey ownership of your property to Bayview through a deed-in-lieu and satisfy the amount due on your first mortgage. While this action, called a Deed-in-Lieu of Foreclosure, will not allow you to keep your property, it will prevent you from going through a foreclosure sale and it will release you from all further responsibility for repaying the remaining mortgage debt. Additionally, provided you have complied with all other requirements, you or your tenant may be able to receive funds to help with moving expenses. Should you have any questions regarding the Deed-in-Lieu of Foreclosure process, please contact us.

In order successfully complete a Deed-in-Lieu of Foreclosure with Bayview the following additional steps must be completed:

- **All Occupants Must Vacate the Property and Leave the Property in Broom Clean Condition.** All occupants must provide clear and marketable title with a general warranty deed or local equivalent; vacate the property; and deliver to Bayview all the keys and controls, (e.g., garage door openers), by the expiration of this lien release approval letter ("Vacate Date"). Upon the Vacate Date, you must leave the Property in broom clean condition; all personal belongings must be removed and the Property left free of any and all interior and exterior trash, debris or damage. In addition, the yard must be left in a clean and neat condition. Further, in accepting the Deed-in-Lieu of Foreclosure option, you hereby agree to release Bayview from any and all liability regarding the removal and disposal of any possessions or materials left in or at the Property after the Vacate Date. You may be required to sign standard pre-closing documents as well as attend a closing of the conveyance of your property where all borrowers on the mortgage must be present.
- **Subordinate Lien Releases.** Bayview has the option of providing additional funds to be paid to subordinate lien holders in exchange for a release of liens on the Property. If you have these types of liens, please gather any paperwork you have (such as your last statement), and send it to us promptly. Remember, clearing these subordinate liens and delivering clear and marketable title is your responsibility and Bayview takes no responsibility for ensuring that subordinate lien holders avoid seeking enforcement of personal liability against you. Therefore, we recommend that you take steps to satisfy yourself that the subordinate lien holders release you from any personal liability.



If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

Sincerely,

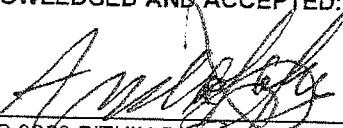
Paul Katen

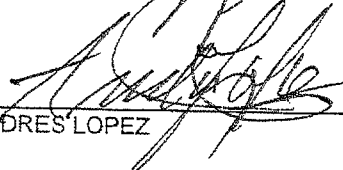
Paul Katen, Asset Manager
Bayview Loan Servicing, LLC
Phone Number: (800) 771-0225 Monday - Friday 9:00 a.m. - 6:00 p.m., ET
Fax Number: (786) 470-3573
E-mail: PaulKaten@bayviewloanservicing.com

Bayview Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent that your obligation has been discharged or is subject to an automatic stay of bankruptcy this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation. Bayview Loan Servicing, LLC., NMLS #2469.

The following mailing address must be used for all Error Notices & Information Requests: Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146.

ACKNOWLEDGED AND ACCEPTED:

By:  Date: 8/9/2017
LLC 2200 PITKIN REALTY

By:  Date: 8/9/2017
ANDRES LOPEZ





Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

9 de agosto de 2017

LLC 2200 PITKIN REALTY y ANDRES LOPEZ
2840 W 19TH ST
BROOKLYN, NY 11224



Número de Préstamo: 200051060

Dirección de la Propiedad: 2200 Pitkin Avenue
Brooklyn, NY 11207

IMPORTANTE: Su solicitud para ser considerado para una venta corta ha sido aprobada. Esto es lo próximo a seguir:

Estimado Cliente:

Me complace informarle que Bayview Loan Servicing, LLC ("Bayview") lo ha aprobado para una liquidación descontada sobre su propiedad ubicada en 2200 Pitkin Avenue, Brooklyn, NY 11207 (la "Propiedad") por la cantidad de **\$450,000.00** la cual es válida hasta el **21/08/2017 hasta el final de la jornada laboral, del Día del Cierre. Esta liquidación descontada es nula y sin efecto si los fondos recibidos por Bayview a partir del Día del Cierre, son menos de la cantidad aprobada en este acuerdo.**

Por favor tenga en cuenta que esta aprobación de liquidación descontada es sobre una base de una vez y solicitudes adicionales de aprobación no pueden ser consideradas.

Los términos de la oferta de la liquidación descontada son los siguientes:

| | |
|---|---------------------|
| • Fecha de Liquidación: | 08/21/2017 |
| • Precio de Venta: | \$450,000.00 |
| • Crédito del Deudor o Vendedor: | \$0.00 |
| • Contribución del Deudor: | \$0.00 |
| • Comisión del Corredor de Bienes Raices: | \$0.00 |
| • Impuestos y Gastos de Cierre: | \$0.00 |
| • Pagos a Terceros: | \$0.00 |
| • Gravámenes Subordinados: | \$0.00 |
| • Asistencia de Relocalización: | \$0.00 |
| • Ganancias Netas a Bayview Loan Servicing: | <u>\$450,000.00</u> |

Además, aviso del Cierre es requerido 48 horas antes del Cierre, para asegurar que los artículos mencionados más adelante han sido recibidos y revisados para aprobación:

- Declaración de Cierre final con los costos de cierre del comprador y el vendedor

Reembolsos y Ganancias del Seguro

Cualquier reembolso de impuestos o cualquier ganancia de cualquier seguro, que resulte pagadero antes de que los fondos de la sean pagados a Bayview deberán ser pagados para satisfacer el préstamo.

El/La Prestatario/a garantiza que él/ella no interferirá con la investigación de ningún reclamo de seguro. El/La Prestatario/a además garantiza que cualquier pago, cheque del seguro, o reembolso de impuesto referenciado anteriormente que él/ella reciba, será inmediatamente entregado a Bayview. Bayview además retendrá aquellos fondos que puedan estar en suspenso y cuentas de garantía.

Costos de Abogado

En caso de que cualquiera de las partes de este Acuerdo presente una demanda para el reclamo de daños y perjuicios a consecuencia de, o el interdicto de cualquier acción que constituya, un incumplimiento de cualquiera de los términos o disposiciones de este Acuerdo o los Documentos del Préstamo, entonces la parte que prevalezca tendrá derecho a recuperar todos los costos razonables de la corte y honorarios de abogado, en todas las instancias.

El Prestatario se compromete a no hacer ninguna reclamación a los honorarios de abogados y los costos contra el Prestador en el caso de que hubiera un caso pendiente de ejecución hipotecaria / acción que es voluntariamente desestimada por el Prestador como resultado de este acuerdo de modificación o acuerdo similar alcanzado entre las partes. El Prestatario reconoce que una desestimación voluntaria por parte del Prestador en tales circunstancias no hará que el Prestatario sea la parte predominante en tal acción de ejecución hipotecaria / caso para los propósitos de esta sección.

Venta de Ejecución Hipotecaria/Día de Ley

Si se ha programado una venta de ejecución hipotecaria, los fondos deben recibirse 48 horas antes de la venta de ejecución hipotecaria o antes de la fecha requerida indicada anteriormente, lo que ocurra primero. Una vez que Bayview Loan Servicing haya recibido la Suma de Liquidación Descontada, Bayview desestimará o cancelará cualquier acción legal pendiente. No se detendrá ninguna acción legal hasta tanto no se hayan recibido los fondos en o antes de la fecha requerida.

Nada en esta carta deberá interpretarse como perjuicio, renuncia, modificación o alteración de ninguno de los derechos o recursos de Bayview, ya sea en derecho o en equidad, de cobrar la suma total vencida y pagadera y por vencerse del Préstamo, ni se interpretará como una renuncia a cualquiera de las defensas que Bayview tenga.

Esta oferta de liquidación con descuento es válida sólo si los prestatarios firman una copia de esta carta en la próxima página en la sección titulada "Acuerdo y Acepto" y la devuelven a mi atención antes del fin de la jornada el 21/08/2017. Favor asegúrese que los fondos sean recibidos por Bayview antes de la fecha requerida que aparece en esta carta. Además, favor envieme los documentos del cierre completados, incluyendo esta Declaración de Cierre firmado por todas las partes.

INFORMACIÓN DE ENVÍO DE PAGO. Use uno de los siguientes métodos para enviar su pago a Bayview Loan Servicing, LLC.

Correo de Entrega al Día Siguiete:
Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

Instrucciones para Transferencia Electrónica*:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
ABA #: 021-000-021
Cuenta a Acreditar: Bayview Loan Servicing, LLC
Cuenta No.: 447450847

**Podrian haber cargos aplicados por el remitente.
Favor incluya la siguiente información en todo pago:*
Prestatario: LLC 2200 PITKIN REALTY and ANDRES LOPEZ
Número de Préstamo: 200051060
Dirección de la Propiedad: 2200 Pitkin Avenue, Brooklyn, NY 11207



0

Usted Tiene Opciones de Cesión de Escritura en Lugar de Ejecución

Cesión de Escritura en Lugar de Ejecución. Si, en cualquier momento anterior a la fecha de vencimiento de esta aprobación usted no puede o ya no está interesado en completar la venta corta, es posible que pueda transmitir la posesión de su propiedad a Bayview a través de una Cesión de Escritura en Lugar de Ejecución y satisfacer la cantidad debida en su primera hipoteca. Mientras que esta acción, llamado una Escritura en Lugar de Ejecución hipotecaria, no le permitirá conservar su propiedad, se le impedirá ir a través de una venta de ejecución y quedara libre de toda responsabilidad adicional para el pago de la deuda restante de la hipoteca. Además, siempre que se hayan cumplido todos los demás requisitos, usted o su inquilino es posible que pueda recibir fondos para ayudar con los gastos de mudanza. Si tiene alguna pregunta con respecto a la Cesión de Escritura en Lugar del proceso de ejecución, por favor contáctenos.

Para poder completar con éxito una Escritura en Lugar de Ejecución hipotecaria con Bayview se debe completar los siguientes pasos adicionales:

- **Todos los ocupantes deben desalojar la propiedad y dejar la propiedad en una condición limpia.** Todos los ocupantes deben proporcionar el título libre y comercial con una escritura de garantía general o equivalente local; desalojar la propiedad; y entregar a Bayview todas las llaves y controles, (p. ej., dispositivos para abrir la puerta del garaje), a más tardar a la expiración de esta carta de aprobación de liberación de gravámenes ("Fecha de Desalojo"). En la Fecha de Desalojo, debe dejar la propiedad en condiciones limpias; todas sus pertenencias personales deben ser retiradas y la Propiedad debe estar sin residuos, sin basura interior o exterior, o desechos o daños. Adicionalmente, el patio debe estar limpio y ordenado. Además, en la aceptación de la opción de la Escritura en Lugar de Ejecución hipotecaria, usted está de acuerdo en liberar a Bayview de cualquier y toda responsabilidad con respecto a la retirada y eliminación de cualquier posesiones o materiales que quedan en la propiedad en o después de la Fecha de Desalojo. Se le puede requerir que firme documentos estándar de pre-cierre, así como asistir a un cierre de la transmisión de su propiedad, donde todos los prestatarios de la hipoteca deben estar presentes.
- **Liberación de gravámenes subordinados.** Bayview tiene la opción de proporcionar fondos adicionales para pagar a acreedores subordinados a cambio de una liberación de gravámenes sobre la propiedad. Si usted tiene este tipo de gravámenes, por favor reúna toda la documentación que tiene (como su último estado de cuenta), y envíelo a nosotros prontamente. Recuerde, la aclaración de estos gravámenes subordinados y la entrega de un título libre y comercializable es su responsabilidad y Bayview no se hace responsable de asegurar que los acreedores subordinados evitan que solicite la ejecución de la responsabilidad personal en su contra. Por lo tanto, se recomienda que se tomen medidas para satisfacer por sí mismo que los acreedores subordinados lo liberen de cualquier responsabilidad personal.

Si algún acreedor o empresa de cobranza recibe un fallo monetario en contra suya en el tribunal, leyes estatales y federales previenen que los siguientes tipos de ingresos sean recaudados para pagar la deuda:

1. Ingreso suplementario de seguridad;
2. Seguro social;
3. Asistencia pública;
4. Apoyo conyugal, mantenimiento (pensión conyugal) o manutención de menores;
5. Beneficios de desempleo;
6. Beneficios por discapacidad;
7. Beneficios de compensación para el trabajador;
8. Pensiones públicas o privadas;
9. Beneficios para veteranos;
10. Préstamos federales para estudiantes, becas federales para estudiantes, fondos federales para estudio laboral; y
11. El noventa por ciento de sus honorarios o salario ganado en los últimos sesenta días.



Sinceramente,

Paul Katen

Paul Katen, Gerente de Activos
Bayview Loan Servicing, LLC

Número de Teléfono: (800) 771-0225 Lunes a Viernes 9:00 a.m. - 6:00 p.m., hora del este

Número de Fax: (786) 470-3573

E-mail: PaulKaten@bayviewloanservicing.com

Bayview Loan Servicing, LLC es una empresa de cobros. El presente aviso es un intento por cobrar una deuda y cualquier información obtenida se utilizará para dicho propósito. En la medida en que su obligación haya sido liberada o esté sujeta a una paralización automática de quiebras, este aviso sólo tiene propósitos de cumplimiento e informativos y no constituye un reclamo de pago ni un intento por cobrar dicha obligación. Bayview Loan Servicing, LLC., NMLS #2469.



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La siguiente dirección postal debe ser utilizada para toda Notificación de Error y Solicitud de Información: Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146.

RECONOCIDO Y ACEPTADO:

Por: *Andres Lopez* Fecha: 8/09/2017
LLC 2200 PITKIN REALTY

Por: *Andres Lopez* Fecha: 8/09/2017
ANDRES LOPEZ

D



OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

| | | | | | | | | | | | |
|---------------------------------|--|---|-----------------|--|--|-----------------|--|--|------------------------------------|--|--|
| B. Type of Loan | | | 6. File Number: | | | 7. Loan Number: | | | 8. Mortgage Insurance Case Number: | | |
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> RHS | 3. <input checked="" type="checkbox"/> Conv. Unins. | | | | | | | | | |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv. Ins. | | | | | | | | | | |

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| | | | | | |
|---|--|--|--|--|--|
| D. Name & Address of Borrower: AML West 36st Realty LLC 2830 W36 Street Brooklyn NY 11224 | | E. Name & Address of Seller: 2200 Pitkin Realty LLC 2200 Pitkin Avenue Brooklyn NY 11208 | | F. Name & Address of Lender: Daniel Perla Associates 104 Winsor Gate Great Neck NY | |
| G. Property Location: 2200 Pitkin Avenue Brooklyn NY 11224 | | H. Settlement Agent: Geoffrey Long Esq. 1942 Victory Blvd. Staten Island NY 10314 | | I. Settlement Date: 8/25/2017 | |
| | | Place of Settlement: | | | |

| J. Summary of Borrower's Transaction | | K. Summary of Seller's Transaction | |
|---|---------------|---|---------------|
| 100. Gross Amount Due from Borrower | | 400. Gross Amount Due to Seller | |
| 101. Contract sales price | 450,000.00 | 401. Contract sales price | 450,000.00 |
| 102. Personal property | 0 | 402. Personal property | |
| 103. Settlement charges to borrower (line 1400) | 139,092.50 | 403. | |
| 104. | | 404. | |
| 105. a. | | 405. a. | |
| Adjustments for items paid by seller in advance | | Adjustments for items paid by seller in advance | |
| 106. City/town taxes to | | 406. City/town taxes to | |
| 107. County taxes to | | 407. County taxes to | |
| 108. Assessments to | | 408. Assessments to | |
| 109. | | 409. | |
| 110. | | 410. | |
| 111. | | 411. | |
| 112. a. | | 412. a. | |
| 120. Gross Amount Due from Borrower | 589,092.50 | 420. Gross Amount Due to Seller | 450,000.00 |
| 200. Amounts Paid by or in Behalf of Borrower | | 500. Reductions in Amount Due to Seller | |
| 201. Deposit or earnest money | | 501. Excess deposit (see instructions) | |
| 202. Principal amount of new loan(s) | 589,000.00 | 502. Settlement charges to seller (line 1400) | |
| 203. Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| 204. | | 504. Payoff of first mortgage loan | 450,000.00 |
| 205. | | 505. Payoff of second mortgage loan | |
| 206. | | 506. | |
| 207. | | 507. | |
| 208. | | 508. | |
| 209. a. | | 509. a. | |
| Adjustments for items unpaid by seller | | Adjustments for items unpaid by seller | |
| 210. City/town taxes to | | 510. City/town taxes to | |
| 211. County taxes to | | 511. County taxes to | |
| 212. Assessments to | | 512. Assessments to | |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. a. | | 519. a. | |
| 220. Total Paid by/or Borrower | 589,000.00 | 520. Total Reduction Amount Due Seller | 450,000.00 |
| 300. Cash at Settlement from/to Borrower | | 600. Cash at Settlement to/from Seller | |
| 301. Gross amount due from borrower (line 120) | 589,092.50 | 601. Gross amount due to seller (line 420) | 450,000.00 |
| 302. Less amounts paid by/for borrower (line 220) | (589,000.00) | 602. Less reductions in amount due seller (line 520) | (450,000.00) |
| 303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower | 92.50 | 603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller | 0.00 |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges | | | | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|---------------|--------------|----------------|--|--|
| 700. Total Real Estate Broker Fees | | | | | |
| Division of commission (line 700) as follows: | | | | | |
| 701. \$ | to | | | | |
| 702. \$ | to | | | | |
| 703. Commission paid at settlement | | | | | |
| 704. | | | | | |
| 800. Items Payable in Connection with Loan | | | | | |
| 801. Our origination charge | \$ | 34,740.00 | (from GFE #1) | | |
| 802. Your credit or charge (points) for the specific interest rate chosen | \$ | | (from GFE #2) | | |
| 803. Your adjusted origination charges | | | (from GFE #A) | 34,740.00 | |
| 804. Appraisal fee to | | | (from GFE #3) | | |
| 805. Credit report to | | | (from GFE #3) | | |
| 806. Tax service to | | | (from GFE #3) | | |
| 807. Flood certification | | | (from GFE #3) | | |
| 808. a. | | | | | |
| 900. Items Required by Lender to Be Paid in Advance Exclude last day in calcs - line 901 | | | | | |
| 901. Daily interest charges from 8/25/2017 to 8/24/2017 @ \$ | | | (from GFE #10) | | |
| 902. Mortgage insurance premium for | months to | | (from GFE #3) | | |
| 903. Homeowner's insurance for | years to | | (from GFE #11) | | |
| 904. a. Interest reserves one year 550000x 12% | | | | 66,000.00 | |
| 1000. Reserves Deposited with Lender | | | | | |
| 1001. Initial deposit for your escrow account | | | (from GFE #9) | | |
| 1002. Homeowner's insurance | 1 months @ \$ | per month \$ | | | |
| 1003. Mortgage insurance | 1 months @ \$ | per month \$ | | | |
| 1004. Property taxes | 1 months @ \$ | per month \$ | | | |
| 1005. | 1 months @ \$ | per month \$ | | | |
| 1006. a. | 1 months @ \$ | per month \$ | | | |
| 1007. Aggregate Adjustment | | | | | |
| 1100. Title Charges | | | | | |
| 1101. Title services and lender's title insurance | | | (from GFE #4) | | |
| 1102. Settlement or closing fee | \$ | | | 2,500.00 | |
| 1103. Owner's title insurance | | | (from GFE #5) | 1,955.00 | |
| 1104. Lender's title insurance | \$ | | | 1,091.00 | |
| 1105. Lender's title policy limit \$ | | | | | |
| 1105. Owner's title policy limit \$ | | | | | |
| 1107. Agent's portion of the total title insurance premium | \$ | | | | |
| 1108. Underwriter's portion of the total title insurance premium | \$ | | | | |
| 1109. a. searches | | | | 2,619.00 | |
| 1200. Government Recording and Transfer Charges | | | | | |
| 1201. Government recording charges | | | (from GFE #7) | | |
| 1202. Deed \$ | 300.00 | Mortgage \$ | 300.00 | Releases \$ | 75.00 |
| | | | | | 675.00 |
| 1203. Transfer taxes | | | (from GFE #8) | | |
| 1204. City/County tax/stamps | Deed \$ | 6,412.50 | Mortgage \$ | 6,300.00 | 12,712.50 |
| 1205. State tax/stamps | Deed \$ | 1,800.00 | Mortgage \$ | | 1,800.00 |
| 1206. a. | | | | | |
| 1300. Additional Settlement Charges | | | | | |
| 1301. Required services that you can shop for | | | (from GFE #6) | | |
| 1302. National Grid | \$ | 2,500.00 | | 2,500.00 | |
| 1303. NYC water Board | \$ | 5,000.00 | | 5,000.00 | |
| 1304. Legal fee G. Long | | | | 7,500.00 | |
| 1305. a. | | | | | |
| 1400. Total Settlement Charges (enter on lines 10, Section J and 502, Section K) | | | | | 139,092.50 |

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account of or for me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: AML West 55st Realty LLC Date: 8/8/2017 Seller: 2200 Pitkin Realty LLC Date: 8/8/2017

Borrower: _____ Date: _____ Seller: _____ Date: _____

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent: Geoffrey Long Esq. Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. code: Section 1001 and Section 1010.