

Macco & Stern LLP  
Attorneys for the  
Debtor and Debtor-in-Possession  
2950 Express Drive South, Suite 109  
Islandia, NY 11749  
Peter Corey, Esq.

Hearing Date: November 15, 2017  
Time: 2:30 p.m.

Objections Due: November 8, 2017  
Time: 5:00 p.m.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

----- X  
In re:

Chapter 11

25-54 Crescent Realty LLC,

Case No.: 1-17-40560-cec

Debtor.  
----- X

**NOTICE OF MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE  
SALE OF CERTAIN RESIDENTIAL REAL PROPERTY LOCATED AT 25-58  
CRESCENT STREET, ASTORIA, NEW YORK 11102 FREE AND CLEAR OF LIENS**

**PLEASE TAKE NOTICE**, that by the motion (the “Motion”), dated October 18, 2017, 25-54 Crescent Realty, LLC, the above-referenced debtor and debtor-in-possession, by and through it counsel, Macco & Stern, LLP, the undersigned will move this Court before the Honorable Carla E. Craig, United States Bankruptcy Judge, Eastern District of New York, at the Courthouse located at 271 Cadman Plaza East, Courtroom 3529, Brooklyn, NY 11201, on **November 15, 2017 at 2:30 p.m.** or as soon thereafter as counsel may be heard, for an order authorizing the sale of the Debtor’s rights, title, and interest to, the real property located at 25-58 Crescent Street, Astoria, NY 11102 free and clear of liens.

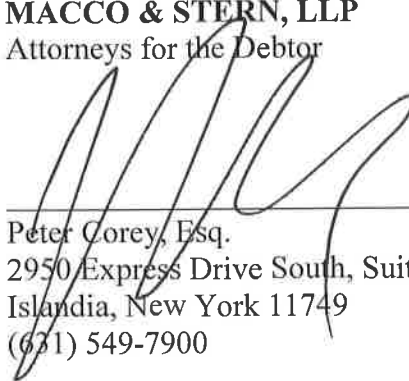
**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief sought in the Motion must conform to the Bankruptcy Rules and Local Bankruptcy Rules for the Eastern District of New York, as modified by any administrative orders entered in this case, and be filed with the Bankruptcy Court electronically in accordance with General Order 461, be registered users of the Bankruptcy Court’s filing system and, by all other parties in interest, on a 3.5 inch disk, in portable

document format (PDF), WordPerfect, Microsoft Word DOS text (ASCII) or a scanned imaged of the filing, with a hard copy delivered directly to Chambers, and may be served in accordance with General Order 462, and upon (i) counsel to the Debtor, Macco & Stern, LLP, 2950 Express Drive South, Suite 109, Islandia, NY 11749, Attn: Peter Corey, Esq.; and (ii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, NY 10014, so as to be received by no later than **November 8, 2017 at 5:00 p.m.**

Dated: October 24, 2017  
Islandia, NY

**MACCO & STERN, LLP**  
Attorneys for the Debtor

By:



\_\_\_\_\_  
Peter Corey, Esq.  
2950 Express Drive South, Suite 109  
Islandia, New York 11749  
(631) 549-7900

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

25-54 Crescent Realty LLC,

Debtor.

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Chapter 11

Case No.: 1-17-40560-cec

**NOTICE OF MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE  
SALE OF CERTAIN RESIDENTIAL REAL PROPERTY LOCATED AT 25-58  
CRESCENT STREET, ASTORIA, NEW YORK 11102 FREE AND CLEAR OF LIENS**

25-54 Crescent Realty, LLC, the above-referenced debtor and debtor-in-possession, by and through its counsel, Macco & Stern, LLP, hereby move the Court for an order authorizing the sale of the Debtor’s rights, title and interest to, the real property located at 25-58 Crescent Street, Astoria, NY 11102 free and clear of liens subject, and fixing amounts from the proceeds to pay the Debtor’s creditors, and respectfully sets forth as follows:

**JURISDICTION AND VENUE**

1. The Court has jurisdiction to consider this motion under 28 U.S.C. §§157 and 1334. This is a core proceeding under 28 U.S.C. §157(b). Venue is proper pursuant to 28 U.S.C. §§1408 and 1409. The statutory predicates for relief are §§105 and 363 of title 11 of the United States Code (the “Bankruptcy Code”), and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

**BACKGROUND**

2. Debtor is a Limited Liability Company formed under the laws of the State of New York in 2008, which, prior to the Petition Date, owned and operated the residential real property located at 25-58 Crescent Street, Astoria, NY 11102.

3. On March 30, 2017, the Court entered an order authorizing the employment of Macco & Stern, LLP as attorneys for the Debtor.

4. The Debtor has continued to operate its business as a debtor-in-possession under Bankruptcy Code §§1107 and 1108. To date, the Office of the United States Trustee (the “UST”) has not appointed a chapter 11 trustee or official committee of unsecured creditors.

### PROPOSED SALE

5. Debtor owns a one hundred (100%) percent interest in the real property located at, and known as, 25-58 Crescent Street, Astoria, NY 11102 (the “Real Property”).

6. Subsequent to the Petition Date, by Order of this Court dated April 12, 2017, Debtor retained a real estate broker and actively marketed the Real Property for sale. The Real Property has been marketed for the past seven (7) months.

7. On October 12, 2017, Debtor entered into a written agreement (the “Contract”) with Harry Bakalis (the “Purchaser”) for the purchase and sale of the Real Property. A copy of the Contract is annexed hereto as **Exhibit A**. The Contract represents the highest accepted offer.

8. Pursuant to the Contract, the Purchaser has agreed to pay Debtor One Million, Seventy-Five Thousand and 00/100 (\$1,075,000.00) Dollars for the Real Property (the “Sale”).

### ARGUMENT

9. Bankruptcy Code §363(b) and Bankruptcy Rule 6004 govern the sale of assets outside of the ordinary course of a debtor’s business.

10. Bankruptcy Code §363(b)(1) provides that the “[debtor-in-possession], after notice and hearing, may use sell, or lease, other than in the ordinary course of business, property of the

estate.”<sup>1</sup> The terms of such sale are generally within the sound discretion of the Debtor.<sup>2</sup> As recognized by the Second Circuit, a court may approve Bankruptcy Code §363 applications after expressly determining from the evidence presented at hearing, that a good business reason exists to grant such application.<sup>3</sup>

11. Bankruptcy Code section 363(f) permits the sale of assets, free and clear of any interest in such property of an entity if: (a) applicable state law will permit the sale; (b) such entity consents; (c) the price at which the property is being sold exceeds the liens; (d) the security interest in the assets is disputed; or (e) the entity with an interest in the asset being sold could be compelled in a legal equitable proceeding to accept a money satisfaction of their interest in and to the property.

12. In this case, the Debtor does not believe that 25 Crescent Funding LLC, who has the mortgage lien on the Debtor’s real property, will object to the Sale since, after payment of all fees and expenses related to the Sale, the Sale will net approximately One Million and 00/100 (\$1,000,000.00) Dollars (the “Proceeds”).

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<sup>1</sup> Bankruptcy Code §363 provides, in relevant part, as follows:

(b) (1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate. . . .

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity . . . other than the estate, only if . . .

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest . . .

(2) such entity consents . . .

(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(b) (1), (f).

<sup>2</sup> See *In re Ionosphere Clubs, Inc.*, 100 B.R. 670 (Bankr. S.D.N.Y. 1989) (sale of the debtor’s airline shuttle assets approved where representing the exercise of independent good faith and non-coerced business judgment by the debtor, the debtor articulating a business reason for the sale and the price represent fair value).

<sup>3</sup> *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983).

13. Therefore, in the business judgment of the Debtor, the Sale of the Real Property free and clear of all liens pursuant to Bankruptcy Code §363, and fixing amounts from the proceeds to pay the Debtor's creditors, is in the best interests of the Debtor, the Debtor's creditors and estates, and should be approved.

**NOTICE**

14. The Debtor has served the Notice of this Motion, the Motion with all exhibits, and the proposed Order approving the upon: (1) the Office of the United States Trustee; (2) 25 Crescent Funding LLC and their counsel; (3) all parties having filed a Notice of Appearance in this case; (4) the relevant taxing authorities; and (5) all known creditors. The Debtor submits that further notice is neither required nor necessary.

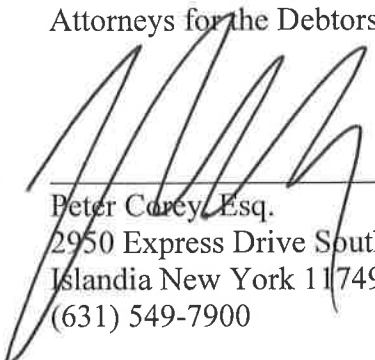
15. No previous application for the relief requested herein has been made to this or any other Court.

**WHEREFORE**, the Debtor respectfully requests the Court enter an Order authorizing the Debtor to sell the Real Property free and clear of all liens, and granting such other and further relief and the Court deems just and proper.

Dated: October 24, 2017  
Islandia, NY

**MACCO & STERN, LLP**  
Attorneys for the Debtors

By: \_\_\_\_\_

  
Peter Corey Esq.  
2950 Express Drive South, Suite 109  
Islandia New York 11749  
(631) 549-7900

**EXHIBIT "A"**

### RESIDENTIAL CONTRACT OF SALE

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. (11/00)

#### CONSULT YOUR LAWYER BEFORE SIGNING THIS CONTRACT.

**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.

**WARNING: PLAIN LANGUAGE.** 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").

CONTRACT OF SALE made as of **October 12, 2017** Between

**25-54 Crescent Realty LLC**

Address: **25-58 Crescent Street**

**Astoria, NY 11102**

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

Address: **Harry Bakalis, as assignee** *OR TO AN ENTITY AT CLOSING VIA ASSIGNMENT OF CONTRACT,* hereinafter called "Seller" and

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

hereinafter called "Purchaser."

The parties hereby agree as follows:

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

Street Address: **25-58 Crescent Street, Astoria, NY 11102**

Tax Map Designation: **Block 872, Lot(s) 81, Queens County**

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 aeriels, 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

Excluded from this sale are furniture and household furnishings and

3. **Purchase Price.** The purchase price is payable as follows:

\$ 1,075,000.00

(a) 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"):

\$ 75,000.00

~~(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:

\$ 1,000,000.00



~~4. 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 continuing lien of the existing mortgage, which is presently payable, with interest at the rate of \_\_\_\_\_ percent per annum, in monthly installments of \$ \_\_\_\_\_ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on \_\_\_\_\_~~

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

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

~~(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law 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 be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at Sterling Bank

Address: 29-34 30th Avenue, Astoria, NY 11102

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

(b) 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 acting upon the advice of such counsel.

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

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

(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 45 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 \$ 700,000.00 for a term of at least 15 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.

(c) *(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 the 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 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;

*MINOR* (c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway; *OF UP TO 6 INCHES*

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

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 <sup>of closing</sup> hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

(b) *(Delete if inapplicable)* All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have 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 condition, state of repair, use, cost of operation or

any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of closing (except as otherwise set forth in paragraph 16(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 insurance 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.

**14. Closing, Deed and Title.** (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a bargain and sale with covenant 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.

**15. Closing Date and Place.** Closing shall take place at the office of Seller's counsel 30-05 30th Avenue, Suite 300, Astoria, New York 11102

at 11:00 A.M. o'clock on on or about December 20, 2016 or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of Lender's counsel

**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 two (2) family house 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 the 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 buildings(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 buildings(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

(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 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.

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

**20. Use of Purchase Price to Remove Encumbrances.** If at Closing there are 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 moneys 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 that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. **Purchaser's Lien.** All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection 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 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, or

(c) with respect to ¶7(b) or ¶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 real estate broker in connection with this sale other than *NONE*

("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 attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. **Miscellaneous.** (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to 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 date 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 contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(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.  
*Continued on addendum or rider attached hereto.*

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



\_\_\_\_\_  
25-54 Crescent Realty LLC, Seller

\_\_\_\_\_  
Harry Bakalis, as assignee, Purchaser

\_\_\_\_\_  
Social Security No./Fed. I.D. No.

\_\_\_\_\_  
Social Security No./Fed. I.D. No.

\_\_\_\_\_  
Social Security No./Fed. I.D. No.  
Attorney for Seller: William N. Mavrelis, Esq.  
Attorney at Law  
Address: 30-05 30th Avenue  
LIC, NY 11102  
Tel.: (718) 777-1717 Fax: (718) 204-2655

\_\_\_\_\_  
Social Security No./Fed. I.D. No.  
Attorney for Purchaser: Nick Tsoromokos, Esq.  
Tsoromokos & Papadopoulos, PLLC  
Address: 4502 Ditmars Blvd, Suite 1000  
Astoria, NY 11105  
Tel.: (718) 721-1250 Fax: (718) 721-1270

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

William N Mavrelis

NOTES ON MODEL MORTGAGE COMMITMENT CONTINGENCY CLAUSE for RESIDENTIAL CONTRACT OF SALE

1. 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 sales 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.
2. 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 date 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.
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.
5. 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.
6. Purchaser may submit an application to a registered mortgage broker instead of applying directly to an Institutional Lender.
7. 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.
8. Purchaser may want to add to paragraph 22 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].

*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*

RIDER TO CONTRACT OF SALE DATED October , 2017

**Seller:** 25-54 Crescent Realty LLC  
**Purchaser:** Harry Bakalis, as Assignee  
**Premises:** 25-58 Crescent Street, Astoria, NY 11102

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In the event any portion of this rider is in conflict with any other clause elsewhere contained in this agreement, then the terms of this rider shall prevail.

**R1. Governmental Violations and Orders:** (a) Seller shall not comply with any notes or notices of violations of law or municipal ordinances, order 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 subject to them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters. Purchaser is buying the premises in "as is where is" condition.

(b) 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.

**R2. 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 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 NONE.

**R3. Insurable Title:** Seller shall give and Purchaser shall accept such title as any reputable New York licensed 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.

**R4. 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 in proper statutory short form for recording, 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 subdivision 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 Boards 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 of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.



**R5. Closing Date and Place:** Closing shall take place at the office of the seller's attorney on or about **December 20, 2017**.

**R6. 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) That delivery by Seller or 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.

(c) The delivery by the parties of any other affidavits required as a condition of recording the deed.

**R7. Transfer and Recording Taxes:** At Closing, the Seller shall pay by certified or official bank checks the appropriate State, City or County Transfer Taxes and/or recording tax payable by reason of the delivery or recording of the deed. The Seller's obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

**R8. 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;

(b) If Closing shall occur before a new tax rate fixed, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) 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.

(d) 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.

**R9. Affidavit as to Judgments, Bankruptcies, etc:** The Contract is subject to the approval of the United States Bankruptcy Court, Eastern District of New York, in the Chapter 11 Case No.: 8-17-40560-cec. If a title examination discloses judgments, liens, 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.

**R10. Defaults and Remedies:** (a) If Purchaser willfully defaults hereunder and provided, Seller gives 10 days written notice to cure, 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.

**R11. Purchaser's Lien:** All money paid on account of this contract, but not the expenses of examination of title to the Premises, 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.

**R12. Assignment:** This contract may be assigned by Purchaser without the prior written consent of Seller, except that Purchaser's counsel must notify Seller's counsel in writing of such assignment.

**R13. 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 \_\_\_\_\_

**R14. Rent Roll:**

Apt 1 \$2,000.00 - No Lease

Apt 2 \$2,600.00 - No Lease

**R15. Miscellaneous:** (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to 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 either 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 contract of any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRS 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.

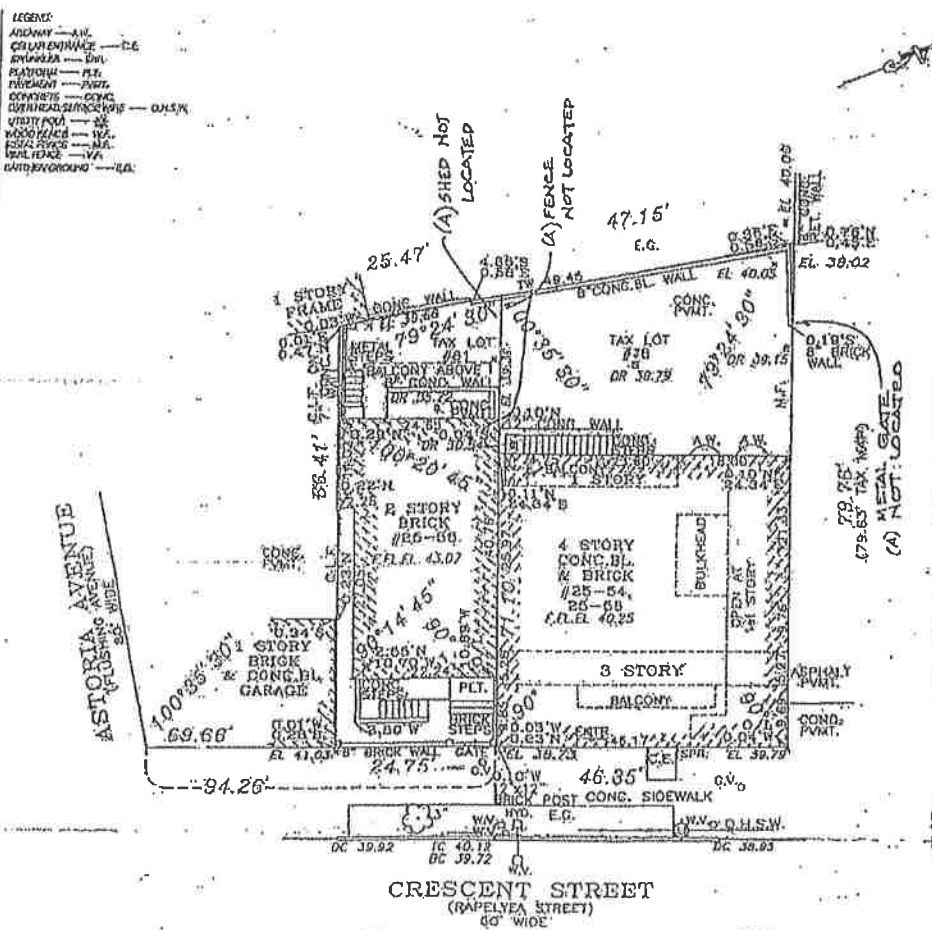
(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity, except to any permitted assignee.

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

25-54 Crescent Realty LLC

\_\_\_\_\_  
Petros Konstantelos, Seller

  
\_\_\_\_\_  
Harry Bakalis, as Assignee,  
Purchaser



**TITLE NO. 3076 THIS SURVEY WAS ALTERED BY VISUAL EXAMINATION OF PAGES ON DECEMBER 30, 2016, BY PEHRINGER SURVEYING, P.C.**  
 2200 Jackson Ave., Seaford, NY 11783 (516) 759-5515 FAX (516) 763-5523  
 SEE ( ) ITEM(S) MARKED (A)

**THIS SURVEY IS CERTIFIED TO:**

1. 25-54 Crescent Realty LLC
2. Export Title Insurance Agency, LLC
3. Fidelity National Title Insurance Company
4. Quontic Bank, its successors and/or assigns, as their interests may appear



**FINAL SURVEY**  
 ELEVATION'S DATUM: NAVD83  
 TAX LOT #78 AREA IS 3495.24 sq.ft.  
 TAX LOT #81 AREA IS 1711.74 sq.ft.  
 TOTAL LOTS AREA IS 5206.98 sq.ft.  
 FOR BUILDING DEPARTMENT USE ONLY  
 THE OFFSETS OR DIMENSIONS SHOWN FROM THE STRUCTURES TO THE PROPERTY LINES ARE FOR A SPECIFIC PURPOSE AND USE AND THEREFORE ARE NOT INTENDED TO GUIDE THE ERECTION OF FENCES, RETAINING WALLS, POLES, PLANTING AREAS, ADDITIONS TO STRUCTURES AND ANY OTHER CONSTRUCTION.

THE EXISTENCE OF RIGHT OF WAYS AND/OR EASEMENTS OF RECORD, IF ANY, NOT SHOWN ARE NOT CERTIFIED.

UNAUTHORIZED ALTERATION OR JOINDER TO THIS SURVEY VIA VIOLATION OF SECTION 2204 OF THE NEW YORK STATE EDUCATION LAW  
 COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S SIGNED SEAL OR DISMISSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

REPRODUCTION IN WHOLE OR IN PART, INCLUDING ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, CONFIDENTIAL AGENCY AND LICENSED DISTRIBUTION LISTED HEREON, AND TO THE ASSOCIATES OF THE LICENSED INSTITUTION, OR TO OTHERS ARE NOT TRANSFERABLE TO ANY OTHER INSTITUTION OR INDIVIDUAL OR ENTITY.

**PRECISION SURVEYS**  
 TITLE: ARCHITECTURAL • BOUNDARY • CONSTRUCTION  
 40 FRANKLIN AVE. FRANKLIN SQUARE, N.Y. 11010  
 Ph. + (718) 472-1521 • (516) 488-1608  
**CHRISTOPHER M. BUCKLEY**  
 PROFESSIONAL LAND SURVEYOR

SURVEY OF: Described Property  
 LOCATED AT:  
 25-54, 25-55, 25-56 Crescent Street  
 Borough and County of Queens  
 City and State of New York  
 TAX DESIG: Block 872, Lots 78, 81

CERTIFIED TO:  
 Peter Konsontejak  
 DATE: November 7, 2014  
 SCALE: 1"=20'  
 Job No. 34778  
 Drawn By: CJ

Form 54 (Rev. 8/83)

THE CITY OF NEW YORK



DEPARTMENT OF BUILDINGS  
 CERTIFICATE OF OCCUPANCY

BOROUGH QUEENS

DATE: 11/27/90

NO. Q 219361

This certificate supersedes C.O. No.

ZONING DISTRICT C1-2 in R-5

THIS CERTIFIES that the new-amended-existing-building-premises located at  
 25-50 GRESBENT STREET

Block 872 Lot 78

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

ALT. 25/86

STORY	LIVE LOAD LB. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING Dwelling OR ROOMING UNIT	BUILDING CODE HABITABLE ROOMS	FAMILY USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
CELLAR	O.G.						STORAGE & BOILER RM.
1st	40		TWO	4 1/2	2	J-3	DWELLING
2nd	40		FAMS.	5 1/2	2	J-3	DWELLING

OCCUPANCY BY MORE THAN TWO  
 FAMILIES IS UNLAWFUL AND RENDERS  
 THE OWNER LIABLE TO PROSECUTION

OPEN SPACE USES \_\_\_\_\_  
 (SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS  
 A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED  
 THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND  
 SPECIFICATIONS NOTED ON THE REVERSE SIDE.

*[Signature]*  
 DEPUTY SUPERINTENDENT

*[Signature]*  
 COMMISSIONER

ORIGINAL  OFFICE COPY - DEPARTMENT OF BUILDINGS  COPY

N. 156

B Form 34 (Rev. 11-83)

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS.

BEGINNING at a point on the West side of Crescent Street  
 distant 69.66 North of feet from the corner formed by the intersection of  
 Astoria Blvd. and Crescent Street  
 running thence ..... feet; thence ..... feet;  
 thence W. 66.51 ..... feet; thence No. 72.611 ..... feet;  
 thence E. 79.1 - 75/8 ..... feet; thence 55.71 1/2 ..... feet;  
 thence ..... feet; thence ..... feet;  
 to the point or place of beginning.

ALT. 25/86  
 N.B. or ALT. No. DATE OF COMPLETION 5/11/90 CONSTRUCTION CLASSIFICATION 11-B  
 BUILDING OCCUPANCY GROUP CLASSIFICATION J-3 HEIGHT 2 & Cal STORIES, 28 FEET

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES		NO		NONE	
	YES	NO	YES	NO	YES	NO
STANDPIPE SYSTEM						
YARD HYDRANT SYSTEM						
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM						
SMOKE DETECTOR		XXX				
FIRE ALARM AND SIGNAL SYSTEM						

STORM DRAINAGE DISCHARGES INTO:  
 A) STORM SEWER  B) COMBINED SEWER  C) PRIVATE SEWAGE DISPOSAL SYSTEM

SANITARY DRAINAGE DISCHARGES INTO:  
 A) SANITARY SEWER  B) COMBINED SEWER  C) PRIVATE SEWAGE DISPOSAL SYSTEM

LIMITATIONS OR RESTRICTIONS:  
 BOARD OF STANDARDS AND APPEALS CAL. NO. \_\_\_\_\_  
 CITY PLANNING COMMISSION CAL. NO. \_\_\_\_\_  
 OTHERS: \_\_\_\_\_