

INDEX 6421 PAGE 383

This Indenture,

Made the 15th day of July, 1964, nineteen hundred

Between HUGH A. LINOLI and JERRY M. LINOLI, his wife, both residing at No. 11 Myrtle Avenue, Bayside Ferry, New York,

and PAUL YEDNAK, of 308 Prescott Street, Yonkers, New York,

Witnesseth,

that the parties of the first part, in consideration of ONE HUNDRED (\$100.00) Dollars,

lawful money of the United States, and other good and valuable consideration, paid by the party of the second part

do hereby grant and release unto the party of the second part, his heirs

and assigns forever,

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying, and being in the Village of Bayside Ferry, Town of Greenburgh, County of Westchester and State of New York, described as follows:-

BEGINNING at a point on the northerly side of Myrtle Avenue distant easterly 332.17 feet from the corner formed by the intersection of the northerly side of Myrtle Avenue with the easterly side of Washington Avenue; running thence North 17 degrees 11 minutes 10 seconds East a distance of 180.10 feet; running thence North 22 degrees 16 minutes 40 seconds East a distance of 66.08 feet; running thence North 5 degrees 20 minutes 40 seconds East a distance of 51.78 feet; running thence North 77 degrees 26 minutes East a distance of 210.75 feet; running thence South 6 degrees 33 minutes 10 seconds East a distance of 104.00 feet; running thence South 77 degrees 26 minutes West a distance of 253.91 feet; running thence South 12 degrees 16 minutes 40 seconds West a distance of 16.26 feet; running thence South 17 degrees 11 minutes 10 seconds West a distance of 192.38 feet to the northerly side of Myrtle Avenue; running thence along the northerly side of Myrtle Avenue in a westerly direction on a curve to the left having a radius of 208.73 feet, 19.23 feet to the point or place of beginning.

SUBJECT TO EASEMENT for ingress and egress over so much of the above described premises as is bounded and described as follows:

BEGINNING at a point on the northerly side of Myrtle Avenue distant easterly 332.17 feet from the corner formed by the intersection of the northerly side of Myrtle Avenue with the easterly side of Washington Avenue; running thence North 17 degrees 11 minutes 10 seconds East a distance of 180.10 feet; running thence North 22 degrees 16 minutes 40 seconds East a distance of 66.08 feet; running thence North 5 degrees 20 minutes 40 seconds East a distance of 51.78 feet; running thence North 77 degrees 26 minutes East a distance of 210.75 feet; running thence South 6 degrees 33 minutes 10 seconds East a distance of 104.00 feet; running thence South 77 degrees 26 minutes West a distance of 253.91 feet; running thence South 12 degrees 16 minutes 40 seconds West a distance of 16.26 feet; running thence South 17 degrees 11 minutes 10 seconds West a distance of 192.38 feet to the northerly side of Myrtle Avenue; running thence along the northerly side of Myrtle Avenue in a westerly direction on a curve to the left having a radius of 208.73 feet, 19.23 feet to the point or place of beginning.

feet; running thence South 12 degrees 16 minutes 40 seconds West a distance of 16.26 feet; running thence South 17 degrees 41 minutes 10 seconds West a distance of 192.20 feet to the northerly side of Myrtle Avenue; running thence along the northerly side of Myrtle Avenue in a westerly direction on a curve to the left having a radius of 208.73 feet, 19.23 feet to the point or place of beginning. TOGETHER with abutment for ingress and egress to and from Myrtle Avenue on foot or by vehicle in favor of premises herein over a strip of land bounded and described as follows:-

BEGINNING at a point on the northerly side of Myrtle Avenue distant easterly as measured along the same, 351.60 feet from the corner formed by the intersection of the northerly side of Myrtle Avenue with the easterly side of Washington Avenue; running thence North 17 degrees 41 minutes 10 seconds East a distance of 192.80 feet; running thence North 12 degrees 16 minutes 40 seconds East a distance of 16.26 feet; running thence North 77 degrees 26 minutes East a distance of 16.53 feet; running thence South 12 degrees 16 minutes 40 seconds West a distance of 21.21 feet; running thence South 17 degrees 41 minutes 10 seconds West a distance of 208.09 feet to the northerly side of Myrtle Avenue; running thence along the northerly side of Myrtle Avenue in a westerly direction on a curve to the left having a radius of 208.73 feet, 20.84 feet to the point or place of beginning, and over another strip of land bounded and described as follows:-

BEGINNING at a point on the northerly side of Myrtle Avenue distant easterly as measured along the same 311.19 feet from the corner formed by the intersection of the northerly side of Myrtle Avenue with the easterly side of Washington Avenue; running thence North 17 degrees 41 minutes 10 seconds East a distance of 169.56 feet; running thence North 12 degrees 16 minutes 40 seconds East a distance of 63.51 feet; running thence North 5 degrees 20 minutes 40 seconds East a distance of 49.02 feet; running thence North 77 degrees 26 minutes East a distance of 15.76 feet; running thence South 5 degrees 20 minutes 40 seconds West a distance of 54.78 feet; running thence South 12 degrees 16 minutes 40 seconds West a distance of 66.08 feet; running thence South 17 degrees 41 minutes 10 seconds West a distance of 180.18 feet to the northerly side of Myrtle Avenue; running thence along the northerly side of Myrtle Avenue in a westerly direction on a curve to the left having a radius of 208.73 feet, 27.96 feet to the point or place of beginning.

SUBJECT TO Driveway Maintenance Agreement of record.

TOGETHER with all right, title and interest of the party of the first part of, in and to any streets and roads abutting the above described premises,

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

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

Residential Contract of Sale

Contract of Sale made as of MAY 22, 2018

PAUL R. YEDNAK

Address: 11 Myrtle Avenue, Dobbs Ferry NY 10522

NATHAN MUNITS and MARGARET A. MUNITS

Address: 304 West 115th Street, #8A, New York NY 10026

BETWEEN

hereinafter called "Seller" and

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: 11 Myrtle Avenue, Dobbs Ferry NY 10522 (Town of Greenburgh)

Tax Map Designation: 3.50 - 17 - 11

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

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, chandeliers, bathroom and kitchen cabinets and counters, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, built-in microwave oven, refrigerator, freezer, air conditioning equipment and installations, alarm system, pool mechanicals and equipment, cover, wall to wall carpeting and built-ins not excluded below (*strike out inapplicable items*). SEE OUR RIDER PARA. #8

Excluded from this sale are furniture and household furnishings and

3. **Purchase Price.** The purchase price is \$1,075,000.00 payable as follows:

(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"); \$107,500.00

(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; \$0

(d) balance at Closing in accordance with paragraph 7: \$967,500.00

~~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 mortgage escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.~~

~~(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 27-1-~~

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.

(c) 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.

6. ~~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 SEE OUR RIDER PARA. #9 address minuitil 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) interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee

shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the 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 \$1,000.00; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Commitment Contingency. *(Delete paragraph if inapplicable. For explanation, see Notes on Mortgage Commitment Contingency Clause.)* (a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 30 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$860,000.00 for a term of at least 30 years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date, Purchaser may cancel under subparagraph 8(c) 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 an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.

(f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27.

(g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.

(h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.

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

(j) For purposes of subparagraph 8(a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

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

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

10. Governmental Violations and Orders.

(a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date 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(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such

title as 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 DEED WITH COVENANTS AGAINST GRANTORS ACTS 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 MODICA-SNOW & PANCOTTI, 104 Grand Street, Croton-on-Hudson NY 10520 at 10 o'clock A.M. on or about June 20, 2018 or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of the Purchasers' lender.

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 ONE 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 building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.

(e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

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

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than JULIA B. FEE SOTHEBY'S INTERNATIONAL REALTY and BERKSHIRE HATHAWAY HOME SERVICES ("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 dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience or 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.

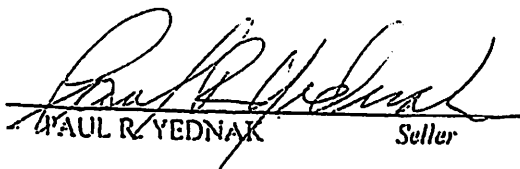
(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall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

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

(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.

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


PAUL R. YEDNAK Seller

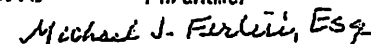
Seller

Attorney for Seller: MODICA-SNOW & PANCOTTI, P.C.
Address: 104 Grand Street, Croton-on-Hudson NY
10520
Tel.: (914) 271-9595 Fax: (914) 271-2889

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


NATHAN MUNITS Purchaser


MARGARET A. MUNITS Purchaser

Attorney for Purchaser:  Esq.
Address: 85 Kinsland Avenue
Brooklyn NY 11222
Tel.: (718) 963-1600 Fax:


Escrowee

NOTES ON 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 or 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 his 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 on 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 or 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 or sale [alternative: if Seller is unable to transfer title under the contract of sale].

SELLER'S RIDER TO CONTRACT OF SALE BETWEEN
PAUL R. YEDNAK, Seller
AND
NATHAN MUNITS and MARGARET A. MUNITS, Purchasers

PREMISES: 11 Myrtle Avenue, Dobbs Ferry NY 10522

1. If this rider, or any other change to the form Contract, conflicts in any way with the printed form Contract of Sale, this rider or the change shall control.
2. Intentionally deleted.
3. A. Purchasers must notify Sellers within five (5) days of the executed Contract of Sale with the name and address of the institution where they applied for a mortgage.
B. Upon receipt of a written mortgage commitment, Purchasers' attorney will immediately forward a copy to Sellers' attorney.
C. A mortgage commitment which is conditioned upon the Purchasers selling, contracting to sell, leasing, or closing title to their present home or other property owned by the Purchaser or producing documentation with regard thereto, or liquidating any existing debt or portion thereof, shall, nonetheless, for the purposes of this Contract, be deemed an unconditional mortgage commitment. In no way is this sale construed to be dependent upon the sale of Purchasers' property.
D. Notwithstanding anything contained herein to the contrary, Purchasers agree that in the event the premises is appraised for less than the purchase price, Purchasers shall proceed with the transaction and Purchasers further agree that the difference in additional funds required from Purchasers to close this transaction be paid by Purchasers from Purchasers' own funds.
E. Purchaser shall have the right to cancel this contract pursuant to paragraph 8 of the printed portion of the contract, if, and only if, Seller does not extend the period of time for Purchaser to obtain a mortgage commitment. Such extension shall be at the sole discretion of Seller and for such length of time as determined solely by Seller. ~~XXXX~~
see below
4. Sellers shall not be responsible for any inspections, improvements, or repairs to the property whether they be requested by Purchasers' lending institution, or by any other persons or organizations on behalf of the Purchasers.
5. Intentionally deleted.
6. The Sellers shall not be compelled to commence any action or proceeding in law or equity to remove any objection, violation or exception to title. Sellers shall not be required to bring any action, proceeding, or incur any cost in order to conform with any zoning ordinance, building or other municipal regulation, including obtaining a Certificate of Occupancy. The Purchasers may elect to take the premises subject to such, but the Sellers shall not be compelled to accept any abatement of the purchase price.
In the event that the Sellers fail or refuse to clear such objection, exception, violation or to obtain the Certificate of Occupancy, and the
**X but will not exceed the date that Purchaser's Lender will agree to an extension date*

Purchasers refuses to take subject to the same, this Contract shall be deemed null and void, and the Sellers' sole obligation shall be to return the downpayment along with the reasonable costs of title.

~~Modifying Paragraph 21(b)(ii), purchaser's mortgage commitment shall not expire any earlier than 30 days past the closing date set forth in the Contract.~~

7. Sellers shall have no liability after closing for any obligation, statement or representation of Sellers set forth in this Contract unless it is accompanied by a statement that it shall survive the closing.

8. With respect to Paragraph 2 personal property included in this transaction shall be in "as is" condition and to the extent they exist at the time of Contract.

9. With respect to Paragraph 6a, the downpayment shall be held in a non-interest bearing IOLA account at Orange Bank & Trust, 42 Waller Avenue, White Plains NY 10601.

10. With respect to Paragraph 9 of the printed form of Contract, the premises are also being conveyed subject to:

a. Any state of facts a survey may show provided such does not render title uninsurable.

b. Covenants, conditions, restrictions, easements, consents and agreements of record, if any, provided same are not violated by present structures or use, and in the event that the foregoing are violated, same shall not be deemed an objection to title provided a title company will insure said structures may remain in their present locations as long as the same shall stand.

c. If the premises are shown on a filed map, any state of facts, easements, and legends shown on such map.

d. Easements and/or grant of rights, heretofore granted to municipalities, special districts and public or private utilities providing electric power, gas service, water, cable, telephone service or sewage disposal to the premises.

11. With respect to Paragraph 11(a)(iv) of the printed form, the premises are not affected by any exemptions or abatements of taxes EXCEPT ENHANCED STAR.

12. With respect to Paragraph 15 of the printed form of Contract, Purchasers shall pay Sellers' attorney \$250.00 in travel expenses if the Closing takes place outside Westchester County, and \$350.00 if the Closing takes place in New York City, Nassau or Suffolk Counties.

13. Sellers liability to repair the appliances included in this sale, prior to closing, shall be limited to the market value of the non-functional appliance and not the replacement cost of same.

14. With respect to Paragraph 21(a) of the printed form, Purchasers shall order title promptly after receipt of a fully executed Contract. Any reference to the mortgage contingency shall be disregarded for

purposes of ordering title pursuant to Paragraph 21(a).

15. Intentionally deleted.

16. With respect to Paragraph 25(b) of the printed form, notices delivered by facsimile transmission or by email shall be considered valid.

17. Neither this Contract of Sale nor a short-form memorandum of the same shall be recorded by Purchasers. Any attempt to record the same, or recording thereof by Purchasers shall be considered a substantial breach of this Contract by Purchasers upon which Sellers, may, at their option, declare this Contract null and void and of no further effect.

18. If the downpayment made at the time of the execution of this Agreement is by check, and if said check fails due collection, Sellers, at their option, may declare this Contract null and void and of no force and effect, and may pursue its remedies against Purchasers upon said check or in any other manner permitted by law, such remedies being cumulative.

19. Purchasers waive their right to conduct a lead-based paint and lead-based paint hazards inspection and acknowledge receipt of Seller's disclosure and EPA Form 747-K-94-001 Protect Your family from Lead in Your Home.

20. In accordance with the New York State Property Condition Disclosure Act, Sellers shall give Purchasers a \$500.00 closing credit in lieu of a Property Condition Disclosure Statement and Purchasers agree to waive any rights pursuant to same. This provision shall survive the closing.

21. - 23. Intentionally deleted.

24. If Purchasers requests to take possession prior to closing or require that the closing occur earlier and Sellers are required to stay post-closing, Purchasers shall pay the sum of \$250.00 to Sellers' attorney for review, negotiation and finalization of pre- or post-closing occupancy agreement, whether or not Purchasers actually take possession prior to closing. This paragraph shall in no way be deemed to be a consent to pre-closing occupancy by Purchasers.

25. The Sellers represent to the best of their knowledge that the premises is not located in a flood hazard zone.

26. All checks tendered as part of the purchase price shall be deemed as guaranteed as to payment by purchasers. This clause shall surviving closing.

27. Purchasers acknowledge that under Section 17-103 of the Energy Law of the State of New York, commonly known as the Truth-in-Heating Law, they have the right to a summary of the heating and/or cooling bills or a summary of said bills and acknowledge that they have not requested them in connection with this transaction.

28. This contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and use of a facsimile, email or other electronic medium shall have the same force and effect as an original signature.

29. This document will have no force and effect until signed by all parties.

30. The Seller shall be responsible for his one-third (1/3) cost of repaving the shared driveway which amount will be provided prior to the date fixed for closing.

31. The Seller will provide a Certificate of Occupancy or a Certificate of Completion or a Certificate of Compliance as the case may be for the two (2) additions to the main property and the swimming pool. In the event a Certificate stated herein is required for the two (2) additions to the main property and the swimming pool and the Seller is not able to provide the required Certificates, then in such circumstances, the Purchasers shall terminate the Contract of Sale and the Seller shall return the Purchasers' down payment in the sum of \$107,500.00 and upon return of the down payment to the Purchasers there shall be no further obligation either side to the other.

32. Seller shall provide all available maintenance records and receipts ten (10) days prior to the date fixed for closing.

33. Within ten (10) days after the Contracts are signed by the parties, the Seller will allow Purchasers entry to the premises, by appointment only, for the purpose of review of the HVAC and heating systems in order to obtain professional quotes for replacements.

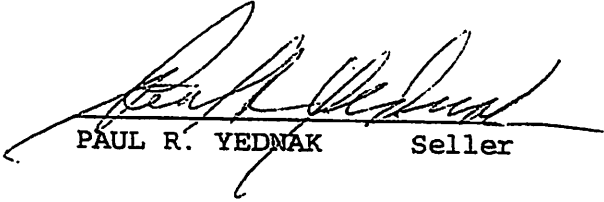
34. The following are the obligations of the Seller, all of which are to be performed and completed prior to closing. They are as follows:

1. Removal of the underground oil tank.
2. Testing of the soil and any environmental clean-up provided same is not deemed environmental remediation.
3. If environmental remediation is deemed necessary, Seller will pay the cost of the required environmental remediation and obtain upon completion a Certificate of Completion and a "No Further Action" letter issued by NYSDEC, or may cancel the contract if the clean-up cost is more than the sum of \$100,000.00.

4. Install an above ground oil tank.

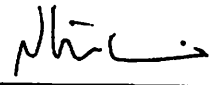
All of the above will be paid by the Seller prior to closing. At closing, the Purchaser will reimburse the Seller's cost incurred for items numbered 1, 2, and 4 above. The cost of item number 3 is the sole responsibility of the Seller.

35. If the lending bank fails to fund the loan after having issued a mortgage commitment for reasons beyond Purchaser's control despite Purchaser having acted in good faith, in accordance with the terms of this contract, then Purchaser will forfeit the sum of \$15,000.00 from the down payment and the balance of the down payment deposit of \$92,500.00 will be returned to the Purchaser.



PAUL R. YEDNAK

Seller



NATHAN MUNITS

Purchaser



MARGARET A. MUNITS

Purchaser