

THIS AGREEMENT, made and dated September 29, 1944 between
FAY G. HODGES, residing at No. 4 Elm Street, New Rochelle, N. Y.,

and ~~SALLY DOMOTO, his wife,~~
hereinafter described as the seller, and KANEJI DOMOTO, residing at No. 330 E.
57th Street, New York City, N. Y.,

hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that lot or parcel of land, with the buildings and improvements thereon, in the City of New Rochelle in the County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Union Street formerly Centre Street distant 163.5 feet southwesterly as measured along said southeasterly side of Union Street formerly Centre Street from the corner formed by the intersection of the southwesterly side of Franklin Avenue with said southeasterly side of Union Street, said point of beginning adjoining the northwest corner of land formerly belonging to John C. Hopkins; thence running southeasterly along the southwesterly line of said land now or formerly of Hopkins on a line at right angles to the southeasterly side of Union Street formerly Centre Street 100 feet to the northerly line of land now or formerly of Pettibone; thence running southwesterly at right angles to the last described line and along the northwesterly line of said land now or formerly of Pettibone and along the northwesterly line of land now or formerly of Donnelly 46.62 feet to the northeasterly line of land now or formerly of Larzen; thence running northwesterly on a line forming an interior angle with the last described line of $91^{\circ} 56' 9''$ and running along the northeasterly line of said land now or formerly of Larzen 100.01 feet to the southeasterly side of Union Street formerly Centre Street; thence running northeasterly along the said southeasterly side of Union Street formerly Centre Street 50 feet to the point or place of beginning. Said premises being known as and by street number 16 Union Street, New Rochelle, N. Y.

TOGETHER with all the right, title and interest of the seller of, in and to Union Street in front of and adjoining the premises above described to the center line thereof.

SUBJECT to any state of facts an accurate survey would show; covenants, easements and restrictions of record, if any; existing violations.

SUBJECT to a mortgage in the sum of approximately \$1455.00 held by the Peoples Bank for Savings of New Rochelle, New York.

The seller agrees to convey the aforementioned described property, or cause the same to be conveyed, upon the fulfilment of the conditions described hereinafter.

The price is **Four thousand (\$4,000.)**

Dollars,

payable as follows: **Five hundred (\$500.)**

Dollars,

on the signing of this contract, the receipt of which is hereby acknowledged;

Dollars,

in cash **Seven hundred (\$700.)**

on the delivery of the deed as hereinafter provided;

One thousand four hundred fifty-five (\$1,455.)

Dollars,

by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the rate of **5** per cent per annum, the principal being due and payable on or about **November 8, 1948**

One thousand three hundred forty-five (\$1,345.)

Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller **his** bond, secured by a ~~purchase money~~ mortgage on the above premises, in that amount, payable in **quarterly** installments of \$ **4** each, or more at the option of the owner of the premises, together with interest at the rate of **4** per cent per annum, ~~payable with said installments, and over a period of three years~~ when the unpaid balance shall be due and payable.

Said bond and mortgage shall be drawn with clauses usually used by, and on forms of, Title Guarantee and Trust Company for bonds and mortgages of like lien; and the said purchase money mortgage shall provide that the mortgagor therein shall keep the buildings on the premises insured against loss or damage by reason of the following hazards (in addition to fire and War Damage):

and shall contain a clause making it subordinate to the lien of the present first mortgage of \$ **1,345.00** that may be any extensions or renewals thereof or any new first mortgage not exceeding \$ **1,345.00** placed thereon in lieu of the present first mortgage, and shall also contain a clause making it subject and subordinate to any larger first mortgage that may be placed thereon in lieu thereof, provided that the excess over and above the present first mortgage be paid in reduction of the said purchase money mortgage, and shall also provide that the holder of said purchase money mortgage will execute on demand any and all additional papers that may be deemed necessary to effectuate such subordination. Said purchase money bond and mortgage shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees and pay for and affix to such instruments any and all revenue stamps that may be necessary.

The buyer shall have the privilege of prepaying quarterly installments in multiples of \$100.00

The buyer is purchasing the within premises "as is" and has inspected the same.

Said premises are sold subject to:

1. Zoning restrictions and ordinances adopted by any municipal, town, village, or other governmental authority.
2. Encroachment of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
3. Consents by the seller or any former owner of said premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

All fixtures and articles of personal property attached or appurtenant to or used in the operation of said premises, including (but not limited to) plumbing, heating, lighting and cooking fixtures, air-conditioning fixtures and units, ranges, refrigerators, radio aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, window screens, awnings, storm windows, window boxes, storm doors, screen doors,

mail boxes, weather vanes, flag poles, pumps, shrubbery and outdoor statuary, are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale.

This sale includes all right, title and interest of the seller of, in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title, and interest of the seller in and to any award made or to be made in lieu thereof and in and to any award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by any assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller thereof upon the delivery of the deed. The Westchester County Sewer System Taxes are not considered to be assessments within the meaning of the foregoing paragraph.

Rents, interest on mortgages and premiums on existing policies of the following kinds of insurance: fire, war damage

are to be apportioned to the day of taking title. Taxes shall be apportioned to the day of taking title on the basis of the current fiscal tax year. Unless otherwise provided herein, such apportionment shall be governed by the dates specified on the tax calendar on the back hereof.

If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last reading.

If there be a mortgage on the premises and such mortgage has been reduced by payments on account of the principal thereof, the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal sum of such mortgage and rate of interest thereon, and the seller shall pay the fees for recording such certificate.

The deed shall be in proper statutory short form for record, shall contain the usual full covenants and warranty, and shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances except as herein stated. Said deed shall also contain a covenant by the grantor as follows:

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

All sums paid on account of this contract and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The risk of loss or damage to said premises by fire until the delivery of the deed is assumed by the seller.

The deed shall be delivered, with the necessary revenue stamps thereto attached, upon the receipt of said payments at the office of **Alan Levine**

at **eight** o'clock on **P.M. (subject to change) October 16, 1944.**

The parties agree that **Edith W. Hoffer of the office of M. Payne Pearson**

brought about this sale and the seller agrees to pay the broker's commission according to the rate adopted by Westchester County Realty Board.

The seller represents that the execution by the seller of this agreement is not prohibited by the President's Executive Order No. 8389, as amended.

The purchaser represents that the execution by the purchaser of this agreement is not prohibited by the President's Executive Order No. 8389, as amended.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

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

IN THE PRESENCE OF:

Edith W. Hoffer

Kaneji Donoto

NOTICE

Stoops, areas, cellar steps, trim and cornices of many buildings encroach upon the street, and municipalities and other public authorities may have or claim the right to remove same. If such encroachments are of a substantial character, title may be unmarketable until the same are removed. The question as to the substantial character of such encroachments and as to the probable removal of same by such authorities is largely a matter of opinion. Each purchaser must decide these questions for himself. Your attention is called to the fact that this contract provides that title is to be conveyed subject to such encroachments, if any.

The observance of the following suggestions will save time and trouble at the closing of this Title
THE SELLER

FIRST: Should bring with him all insurance policies and duplicates.

SECOND: He should also bring the tax and water receipts of the current year, and any leases, deeds and agreements relating to the premises.

THIRD: When there is a water meter on the premises it should be read.

FOURTH: If there are mortgages on the premises to be conveyed, the seller should produce receipts showing to what date the interest has been paid, and if the principal has been reduced evidence of such reduction, in form to be recorded, must be produced and recorded.

FIFTH: If the grantor was married prior to September 1st, 1930, and owned the property to be conveyed under this contract prior to September 1st, 1930, his wife must join in the execution of the deed.

SIXTH: The seller should furnish to the purchaser a full list of tenants, giving the names, rent paid by each, and date to which rent has been paid.

A county clerk's certificate must be attached to all acknowledgments when taken by any other than a notary public for the county where the property is located.

THE PURCHASER

Should, if this contract is assigned, as early as possible give to the Seller instructions for drawing the deed and other instruments.

Closing of title under the within contract is hereby adjourned to
o'clock, at
made as of
Dated
19
19
; title to be closed and all adjustments

For value received, the within contract and all the right, title and interest of the undersigned thereunder are hereby assigned, transferred and set over unto

Dated,
19

FAY G. HODGES

AND

KANEJI DOMOTO and SALLY
DOMOTO, his wife,

CONTRACT

We have been actively engaged in examining titles to real estate for over half a century. Our charges are moderate. Apply to any of our offices.

Title Guarantee and Trust Company

2 WILLIAM STREET
Corner Main Street

WHITE PLAINS, N. Y.

176 BROADWAY, NEW YORK
175 REMSEN STREET, BROOKLYN
160-08 JAMAICA AVE., JAMAICA
6 EAST 45TH STREET, NEW YORK
370 EAST 149TH STREET, BRONX
BRIDGE PLAZA NORTH, L. I. CITY
56 BAY STREET, ST. GEORGE, S. I.
MINEOLA, LONG ISLAND
RIVERHEAD, LONG ISLAND

TITLE INSURANCE

WESTCHESTER COUNTY TAX APPORTIONMENT CALENDAR

Unless otherwise provided in the contract taxes should be apportioned according to the fiscal year for which they are levied.

The fiscal year in the six cities, namely, YONKERS, NEW ROCHELLE, MT. VERNON, WHITE PLAINS, PEEKSKILL and RYE begins January 1.

The fiscal year for the eighteen TOWNS in Westchester County, by custom and long usage, also begins January 1.

VILLAGE TAXES

OSSINING (special charter) Fiscal year begins January 1.

PORT CHESTER (special charter) Fiscal year begins April 1.

In all of the other Villages in Westchester County the fiscal year begins March 1 or June 1 at the election of the Board of Trustees.

SCHOOL TAXES

The school tax fiscal year begins July 1, except that in the cities of Yonkers, New Rochelle, Mount Vernon and White Plains in Westchester County, and the Village of BRONXVILLE, the school tax is levied with the general municipal tax.

THE WESTCHESTER COUNTY SEWER SYSTEM TAXES are made a lien by law on April 1.