HELP FOR AMERICA'S HOMEOWNERS.



Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (A) felony larceny, theft, fraud, or forgery,
- (B) money laundering or
- (C) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/We also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

Borrower Signature

Herold Vately

o-Borrower Signature Zachari Gaston 02/22/2024

Date

02/22/2024

Date

Jula Duston

Zachari Gaston as Agent for Yvette Gaston

Zachari Gaston as Agent for Solange Alexis aka Solange Bayard

Sellers Obligations Regarding Property Condition Disclosure

As the seller of residential real property, you are required by law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law 462(12) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of safe. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract.

If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Properly Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement, after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property.

If you fail to deliver a Properly Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

I have received and read this disclosure notice.

Dated: 02/22/2024 Seller:

Dated: 02/22/2024 Selle

eller: White

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Page 1

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State Division of Consumer Rights (888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has
 occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any
 protected characteristics, and that the change will lead to undesirable consequences for that area, such
 as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain
 a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at:
 https://dhr.ny.gov/contact-us, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

DOS-2156 (04/20)



New York State Department of State, Division of Licensing Services (518) 474-4429

www.dos.ny.gov

New York State Division of Consumer Rights (888) 392-3644

New York State Housing Discrimination Disclosure Form

https://dhr.ny.gov/fairhousing and https://www.dos.ny			
This form was provided to me byChristine Coley	(print name of Real Estate Salespersor		
Broker) of Elite Listings NYC	_ (print name of Real Estate company, firm or brokerage		
(I)(We) Harold Vately			
(//(/-2)	e receipt of a copy of this disclosure form:		
(I)(We) Harold Vately (Real Estate Consumer/Seller/Landlord) acknowledg Real Estate Consumer/Seller/Landlord Signature	e receipt of a copy of this disclosure form: Date: 02/22/2024		



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001

Albany, NY 12201-2001 Customer Service: (518) 474-4429 www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the reasonable buver: care. undivided confidentiality. full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by	Christine Coley	of	Elite Listings NYC		
	(Print Name of Licensee)		(Print Name of Company, Firm or Brokerage)		
a licensed real estate broker acting in	the interest of the:				
Seller as a (check	relationship below)	В	uyer as a (check relationship below)		
Seller's Agent		☐ Buyer's Agent			
☐ Broker's Agent		☐ Broker's Agent			
	Dual Agent				
	Dual Agent	with Designated	Sales Agent		
For advance informed consent to either	r dual agency or dual agency with de	esinnated sales a	Contr. complete section halows		
	and agoney or dual agoney with a	osignated sales a	gents complete section below:		
Advance Inf	ormed Consent Dual Agency				
Advance Info	ormed Consent to Dual Agency with	Designated Sales	s Agents		
ev Landau de la company					
If dual agent with designated sales age	ents is indicated above:		is appointed to represent the		
buyer; and Christine Coley	is appointed	to represent the	seller in this transaction.		
(I) (We) Harold Vately, Zachari Gaston, S	olange Alexis & Yvette Gaston	acknowledge rec	eipt of a copy of this disclosure form:		
			b. 17_6		
Signature of Buyer(s) and/or	Seller(s):				
Sorla loas	la-	100	ref		
Zachari Gaston	=	Herold V	ately		
Zachari Gaston as Agent for Solange Ale:	kis aka Solange Bayard	Zachari Gaston	as Agent for Yvette Gaston		
Date: 02/22/2024		Date:	02/22/2024		
		No. 1 A Table			

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

Lead Warning Statement

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

	er's Discl	7 444 4			
(a) F	Presence	of lead-based p	aint and/or lead-ba	sed paint hazards (check (i) or (ii) be	elow):
	ĭ)	Known lead-ba (explain).	sed paint and/or le	ad-based paint hazards are present	in the housing
Coli	ii/A/	Seller has no ki	nowledge of lead-ba	nsed paint and/or lead-based paint h	1272vdc in the housing
(b) R	Records	and reports avai	lable to the seller (c	theck (i) or (ii) below):	iazaids in the nousing
(i)	Seller has provi	ded the purchaser	with all available records and repor nt hazards in the housing (list docu	ts pertaining to lead- ments below).
23	WHV	Seller has no re hazards in the	ports or records pe housing.	rtaining to lead-based paint and/or	lead-based paint
Purch	haser's A	cknowledgmer	nt (initial)		
(c) _		Purchaser has r	eceived copies of a	Il information listed above.	
(d) _				let Protect Your Family from Lead in Yo	our Home
(e) P	urchasei	has (check (i) o		, , , , , , , , , , , , , , , , , , ,	Tionic,
(i)		received a 10-da ment or inspect	ay opportunity (or n	nutually agreed upon period) to con e of lead-based paint and/or lead-ba	duct a risk assess- ised paint hazards: or
(ii		waived the opp	ortunity to conduct t and/or lead-based	a risk assessment or inspection for	the presence of
Agen	t's Ackno	owledgment (in	itial)		
(1)	VVC	Agent has infor		e seller's obligations under 42 U.S.C nsure compliance.	. 4852d and is
Certifi	ication o	of Accuracy			
The fo	lowing p	arties have review	ved the information a s true and accurate.	above and certify, to the best of their kn	nowledge, that the
1	Wool	4		I sentino lotardo	in
seller	lerold \	291y	Date	geller Zachari Gaston	Date
Purcha	0		Date 02/22/2024	Purchaser	Date
Agent			Date	Agent	Date

Sundrai Conflux

Zachari Gaston as Agent for Solange Alexis aka Solange Bayard

Zachari Gaston as Agent for Yvette Gaston

EXCLUSIVE	RIGHT T	O SELL	LISTING	AGREEMENT
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ML# 11261622

This is a legally binding contract, if not fully understood seek competent legal advice before signing. This Exclusive Right to Sell Listing Agreement, hereinafter referred to as "Agreement", is between The Estate of Yolande Gaston , hereinafter referred to as "Seller", and Christine Coley - Elite Listings NYC Licensed Real Estate Broker, hereinafter referred to as "Principal Broker". Seller hereby gives to Principal Broker the sole and exclusive right to sell the property located at 1180 Woodfield Rd Rockville Centre NY 11570 hereinafter referred to as "Property", said Property being described in the attached addendum, which, when reviewed and signed by Seller, will become part of this Agreement. Seller agrees that within ___3 will review and approve the accuracy of the Property listing as it appears in the NY State MLS. A copy of the Property listing will be provided by the Principal Broker via fax, email or mail and Seller will advise the Principal Broker of any necessary changes. Information on said attached addendum is deemed reliable but not guaranteed by the Seller or Seller's representative(s). The listing price of Property shall be \$ 150,000 Seller authorizes Principal Broker to submit this listing information to the NY State MLS, a multiple listing service, within 48 hours of the start date of the contract and to make an offer of cooperation to all participants in the NY State MLS and to any other licensed broker(s) with whom the Principal Broker deems that cooperation is in the seller's interest. The listing shall start on 02/22/2024 _ and end 03/01/2025 at midnight. Seller agrees to pay to the Principal Broker a brokerage fee of _____ of the selling price when earned and in no event later than the time of closing if a purchase offer is accepted by the Seller during the above listing period or any extension thereof. Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed to anyone during said listing period the Principal Broker shall be entitled to the aforementioned brokerage commission. Seller agrees to allow Principal Broker to compensate any NY State MLS member broker(s) who may participate in the sale of the Property. Seller hereby authorizes the Principal Broker to offer the following compensation to be a portion of the agreed upon commission or other compensation: commission to a Buyer's agent _ commission to a Broker's agent commission to a sub-agent. The Principal Broker may compensate any broker who is not a member of NY State MLS at the Principal Broker's sole discretion. However, Seller is entitled to disclosure of any such compensation arrangement. Seller also agrees if a sale of the Property is made within ______days after the expiration date of this agreement to any purchaser to whom the Property was shown by anyone during the term of this agreement, the said brokerage fee, as indicated above, will be paid to the Principal Broker. However, the Seller shall not be obligated to pay such brokerage fee if the Property is listed in writing with another licensed real estate broker during such N/A day period. 7. C. #/ Seller Initial & Date 2.C. Z.C. Principal Broker Initial & Date 02/22/2024

During the term of this Agreement:

- 1. Seller hereby authorizes the Principal Broker to make and use photographs and promotional material of the Property for advertising as the Principal Broker may deem advisable, and these promotional materials shall be and remain the sole property of the Principal Broker.
- 2. Seller grants to the Principal Broker the sole and exclusive right to affix and maintain the Principle Broker's "For Sale" sign on the Property: ____Yes _____No (check "Yes" or "No").
- 3. Seller agrees to refer any and all inquiries concerning the Property to the Principal Broker.
- 4. Seller agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain conventional financing, providing any and all other contingencies in the binder or purchase agreement are acceptable to Seller.
- 5. Seller agrees not to rent or lease the Property during the term of this Agreement.

Seller elects that any offers to purchase the Property and all negotiations shall be submitted by the

Listing Broker or authorized agent of Principal Broker.

(Listing or Selling)

Seller understands that any cooperating broker (subagent, buyer-agent or broker agent) or his representative has the right to participate in the presentation to the Seller of any offer to purchase secured or obtained by said cooperating broker. Said cooperating broker or their agent does NOT have the right to be present at any discussion or evaluation of that offer between the Seller and the Principal Broker. However, if the Seller gives written instructions to the Principal Broker that the cooperating broker NOT be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's written instructions but may NOT be in attendance at the presentation of said offer. None of the foregoing diminishes the Principal Broker's right to control the establishment of appointments for such presentations.

Seller hereby authorizes the Principal Broker to continue to submit all offers to Seller until: (initial one)

39 th 2. Closing on Property

Seller hereby authorizes the Principal Broker to obtain a copy of the contract of sale, including any contract revisions or modifications, from the Seller's attorney.

The undersigned Principal Broker agrees to make diligent efforts to effect a sale of said Property. Seller authorizes the Principal Broker to use his/her discretion in determining the appropriate marketing approach, unless a specific marketing plan is signed by the parties to this Agreement and attached hereto.

Rule 175.24 of the Rules and Regulations under article 12A of the Real Property Law requires the following explanation:

An "Exclusive Agency" listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker, however, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

This listing Agreement shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the Seller(s) and the Principal Broker (Licensed Real Estate Broker named herein).

I/We understand the above explanations and a	all terms of this Agreement.	OAA
SELLER: Herold Vatery	Principal Broker:	30
SELLER: When Confirm	Date signed by Seller:	02/22/2024

This form is supplied to NY State MLS participant members as a courtesy of the NY State MLS. However, nothing herein shall be construed as making NY State MLS an agent of the Seller, as NY State MLS acts solely as a distributor of this information.

Zachari Gaston as Agent for Solange Alexis aka Solange Bayaro

Zachari Gaston as Agent for Yvette Gaston

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Short Sale Addendum to Exclusive Listing Agreement

This addendum is incorporated into the Exclusive Listing Agreement ("Listing Agreement") between the Estate of Yolande Gaston ("Seller") and Christine Coley (Broker) dated 02/22/2024 regarding the property described as 1180 Woodfield Rd Rockville Centre NY 11570 ("Premises") and is to be considered part thereof. In the event this Addendum conflicts with the standard form section of the Listing Agreement, then this Addendum shall control.

- 1. Acknowledgement of Short Sale: Seller acknowledges that based upon information supplied to the Broker by the Seller, the Broker has advised the Seller of the following: (1) That the current fair market value of the property may be insufficient to discharge all debts and obligations secured by liens on the Premises as well as to pay brokers' fees, transfer taxes and other costs of sale. (2) That sale of the Premises is likely to require approval by one or more lienholders, and that a lienholder is not obligated to approve the terms of the sale unless paid in full.
- 2 Broker Not Liable for Lender Decisions: Lienholders are not within the Broker's control. Broker shall not be liable for any loss, damage or harm to the Seller resulting from; (a) Broker's communications with a lienholder, (b) a lienholder's rejection of the short sale terms; (c) failure of a lienholder to make a decision in a timely manner; or (d) imposition of terms or conditions by a lienholder.
- Alternatives to Short Sale: Alternatives to a short sale may be available, including, but not limited
 to the following; (a) forbearance agreements or repayment plans with the Seller's lender(s) (b) loan
 modifications; (c) refinancing programs, either with the Seller's lender(s) or with other lenders; (d)
 bankruptcy; (e) voluntary deed in lieu of foreclosure.
- 4. Seller's Right to Consult with Others: Broker has further advised the Seller that the Seller is free to consult an attorney and/or tax advisor to discuss the possible credit and tax ramifications of a short sale and the alternatives to a short sale. Seller is aware that Broker can neither provide tax advice nor legal advice.
- 5. <u>Disclosure of Short Sale Status</u>: Seller acknowledges that the Broker has advised the Seller that the Broker is obligated to disclose the status of any short sale. Seller hereby authorizes the Broker to identify the property as a short sale in marketing and promotional materials and in the listing of the Premises. Broker is further authorized to disclose to prospective buyers and their agents that the terms of the sale may be subject to third party approval and that the transaction is likely to be a short sale. Broker shall have no liability for any loss, damage or harm to the Seller from any such communication.
- Authorization to Contact Third Party or Parties Regarding Short Sale: Seller hereby authorizes the Broker to communicate with Sellers' lienholder(s) regarding the details of Seller's loan(s) and the possibility of the lienholder accepting less than the total amount owed in exchange for a release of the lien.
- 7. Seller's Duties: Seller hereby agrees to cooperate with the Broker's efforts to negotiate a reduced payoff amount by executing or providing any documentation required by the Seller's lienholder(s) in order to review or process the short sale. Such documentation may include, but, is not limited to the following; appraisal, copies of tax returns, W2 forms, 1099 forms, pay stubs, bank statements, statement of assets, medical statements, and documentation to establish a hardship. Seller agrees to respond to Broker's requests promptly, accurately, and fully. Broker shall not be responsible for an adverse decision (or the failure to make a decision in a timely manner) by a lienholder(s). Broker shall not be responsible to verify any information provided by Seller and Seller agrees to indemnify, defend and hold Broker harmless from all liability including attorney's fees and defense costs arising from incorrect or untruthful information provided by Seller.

02/22/2024

broker

Seller Zachari Gaston

Seller Herold ately

Zachari Gaston as Agent for Solange Alexis aka Solange Bayard

Zachari Gaston as Agent for Yvette Gaston