

Seller: Herman Abraham Fagner Jr.

2543 County Road 47 (current- January 25, 2021)

2547 County Road 47 (February 20, 2021)

Canandaigua, N.Y. 14424

(585)202-0680

Buyer: Jodie Marie Lasky

AKA: Jodie Marie Stoddard

2890 Conifer Dr. Apt. # 104 (current January 25, 2021)

Canandaigua, N.Y. 14424

(585)797-5683 (cell)

(585)905-0036 (work)

Buyer: Johnathon E. Humphries

2774 County Road 47 (current January 25, 2021)

Canandaigua, N.Y. 14424

(205)-703-1437 (cell)

Land Contract Property: 2543 County Road 47

Canandaigua, N.Y. 14424

Tax Map #: 323400 73.00-1-5.000

Ontario County

Continued-

Contract Terms

Contract Sale Price: \$125,000.00

Monthly Installment: \$1,100.00

Monthly Payment Period Range: First day to the Fifth day of each month

Late Payment Fee: \$55.00 to be incurred after the fifth day of the month

Non-Compliance with any terms of contract considered to be after 30 days

Interest Rate for Term of Contract: 9%

Length of Contract: 256 Months (21.3 years)

"Hard" Prepayment Penalty:

"Hard" Prepayment Period Without Penalty: At Sellers discretion

All payments are to be considered non refundable

No Security Deposit

Buyer: responsible for paying all property and school taxes on time without incurring any late

Fees to commence at a point time such are due for 2022 Tax Year. Copies of such shall be supplied to seller reflecting payment, such shall hold true throughout term of contract.

: will maintain homeowners insurance throughout the term of contract and to be in full Force prior to taking up residency of property. Coverage of insurance shall be of equal Value as to reflect seller's financial interest. Seller shall be listed within Policy as additionally Insured throughout the term of contract and reimbursed first based upon sellers financial Interest at time of loss. A copy of such shall be supplied to seller reflecting payment and shall hold true throughout term of contract.

: prepayment of first month's installment payment paid in full at the start

Date of contract and prior to assuming residency of property on February 21, 2021

Contract Terms-cont.

Buyer : will be responsible for all utilities in regards to maintaining, repairs of such and

Payment for such. Assuring that all maintenance and/or repairs meet or exceed all local and state building codes. Seller shall maintain control over all such maintenance And/or repairs as well as improvements to such. Transfer of the responsibility for payment of utilities to buyer shall be Confirmed prior to February 28, 2021

: will be responsible for all improvements, maintenance and/or repairs in regards to the property and structures, as well as payment for such. Assuring that all maintenance and/or repairs meet or exceed all local and state building codes. Seller shall maintain control over all such improvements, maintenance and/or repairs to such.

: will be responsible to any damages to the property and the structures located upon Property.

: will allow monthly inspections of the property and structures at the seller's discretion.

: will reimburse seller for any and all expenses incurred by seller should such arise in Regards to enforcing land contract, damages to contracted property and/or actions of Buyers.

: will adhere to the following pet policy. One (1) dog trained. All local and state animal Control laws shall be strictly adhered to by buyer. Buyer will be held responsible for all Damages caused by animal as well as maintaining a "clean environment" in regards to the animal's defecation. The breed of dog shall be acceptable by the seller as well as acceptable to the agency providing the stipulated homeowners policy.

: acknowledges the current survey map as supplied by the seller as being a valid description of the property and does not request that a new survey be performed.

Contract Terms-cont.

Buyer: acknowledges the current southernmost property line running west to east as depicted within supplied survey as to being properties southernmost boundary and releases any claim whatsoever to the preexisting "gore" between 2543 cr 47 and adjacent property 2547 cr 47. Acknowledging its use in entirety to the property owner of 2547 cr 47.

: will secure and pay for any and all "inspection" as requested by buyers.

Seller: will have septic tank pumped prior to buyer assuming residency of property on February 21, 2021. Seller shall schedule service and pay for such as a single onetime event. Septic tank pumped and paid for in full on January 18, 2021.

: will provide buyer with eight (8) – four (4) Foot X eight (8) foot sheets of T-111 raw Plywood siding to be used as replacement siding for the existing eight (8) foot in width by sixteen (16) foot in length, with four (4) foot sidewalls, storage shed currently in place within the property boundaries. Upon completed installation of siding such will be coated with exterior grade primer and paint as to maintain the siding. Final topcoat of paint shall match in color to primary residential structure. Both the installation of the siding as well as the primer /painting process are the responsibility of the buyer and will be completed in whole during 2021 based upon weather conditions. Seller is providing the siding as a single onetime event.

: will have a coating of Exterior Foundation Coating i.e.; STYRO Flexcoat Brush on Coating or equivalent applied at seller's expense. This coating shall be applied to the Concrete Foundation only. Such will be completed in whole during 2021 based upon weather conditions. Seller is providing the Exterior Foundation Coating application as a single Onetime event.

Continued-

Contract Terms-cont.

Seller : will secure and pay for seller's attorney's fee in regards to drafting/preparing land contract.

: will pay for the cost to have a title search performed and the Abstract Of Title updated as well as associated fees for such.

: will schedule and pay for a survey of the property during 2021. Providing the buyer with a copy of the survey.

All other unknown fees in regards to such shall be discussed prior to incurring such.

Prepayment/Pre-payoff Questions

- Best option for my investment protection

Time period lapse after which at seller's discretion buyer can refinance without penalty?

"extra payments" applied to principle – not allowable ?

Set fee- allowable amount? Regardless of point in time during contract length.

Percentage of remaining balance 1-4% : allowable interest rate

Interest rate differential?

Percentage of certain amount of months interest rate?