

500 North Broadway, Suite 129, Jericho, NY 11753 | office 516.200.9626 fax 516.200.9632 | www.coretitleny.com

APPLICANT				Title Number CORE28337
<b>REPORTS HAVE E</b>	BEEN SENT TO			
i —			<u>Sellers Attorney</u> Same as applicant	
			Same as applicant	
PROPERTY INFO	RMATION			
11-50 44th Road County: Queens	, Long Island City, NY City: New York	11101	Tax ID Block 447 Lot 40	
PARTIES				
Owner(s): White	Family Limited Partne	ership		
SERVICES				
TITLE POLICIES				
Owners Policy:	\$0.00	Fee Simple		
Loan Policy:	\$0.00	Mortgage		
Underwriter:	First American Title I	nsurance Company		



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**Closing Date:** 

GOOD FAITH ESTIMAT

Title No.: CORE28337

Client:

Applicant:

Reference:

Premises:

Owners: White Family Limited Partnership

11-50 44th Road, Long Island City, NY 11101 Block 447 Lot 40

COMPANY CHARGES	BUYER(S)	SELLER(S)	LENDER	TITLE POLICIES AND INFORMATION		
Policy Premiums				Fee Simple Policy TBD		
Owners Policy Premium				Mortgage Policy TBD		
Loan Policy Premium				Underwriter Compensation \$19.50,		
				Title Agent Compensation \$130.50		
Endorsements				Property Type is Commercial or		
Owners Waiver of Arbitration Owners	\$50.00			Industrial Property		
Owners TIRSA Policy Authentication				NOTE: The Mortgage Tax reported		
Loan Environmental Protection Lien NYC	\$50.00			herein is calculated at the maximum		
Loan Waiver of Arbitration Loan	\$50.00			taxable amount. In the event the tax should be reduced by		
Loan TIRSA Policy Authentication				consolidation or exemption please		
				notify this Company		
Recording Taxes				PLEASE MAKE ALL CHECKS		
Transfer Tax New York State (TP584)				PAYABLE TO: CORE TITLE SERVICES,		
Transfer Tax New York City (RPT)						
Mortgage Tax 1st Mortgage				Underwriter: First American Title     Insurance Company		
Depending Free			+ items are subject to NYS Sales			
Recording Fees	i i		-	Tax		
Escrows						
Other Charges	I					
Other Charges						
Survey	+	\$2,600.00				
TOTAL CHARGES:	\$150.00	\$2,600.00	\$0.00			

#### **DISCLOSURE INFORMATION**

IMPORTANT: The Good Faith Estimate quoted herein is made in accordance with our standard charges published on our website. The division of total insurance premiums between the Underwriter and this Company (as agent) is also disclosed herein above. Please visit www.coretitleny.com for additional information.

Role of the Title Agent: Core Title Services, LLC is a title insurance agency responsible for underwriting, processing, closing and issuing a title insurance policy to insure title to the property referenced above. Core Title Services, LLC is an independent agent of the title insurance underwriter insuring the transaction and neither company has ownership interest in the other. The agent / underwriter compensation is provided above and cannot be altered.



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Ancillary and Discretionary Charges: This Good Faith Estimate (GFE) may also provide ancillary products and services which are necessary in connection with the issuance of title insurance and/or discretionary products and services which have been required by a party to the transaction. Both ancillary and discretionary products and services are disclosed therein as provided under NYS DFS Regulation 206 Section 35.6(a) and are in accordance with the published rates and fees of Core Title Services, LLC which can be found at www.coretitleny.com.

Charges Subject to Change: This is a Good Faith Estimate (GFE) only and charges are subject to change. This GFE includes only charges which could be determined as of the GFE date above. Charges may change at any time at or prior to closing due to factors disclosed by the title insurance commitment, changes in the transaction details and/or other factors. An updated GFE may be obtained at any time by contacting the issuing company at (516) 200-9626 or 'replace with valid email address'.



First American Title™

Certificate of Title

ISSUED BY

## First American Title Insurance Company

# Certificate

Title No.	: CORE28337
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Premises : 11-50 44th Road, Long Island City, NY 11101

## Reference : White Family Limited Partnership

**FIRST AMERICAN TITLE INSURANCE COMPANY** ("the Company") certifies to the "proposed insured(s)" listed herein that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

## This report is not a title insurance policy! Please read it carefully. The report may set forth exclusions under the title insurance policy and may not list all liens, defects, and encumbrances affecting title to the property. You should consider this information carefully.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Il Vile

Kenneth D. DeGiorgio President

Greg L. Smith Secretary (This Certificate is valid only when Schedules A and B are attached)

**Core Title Services, LLC** 500 North Broadway, Suite 129 Jericho, NY 11753

Tel: (516) 200-9626 Fax: (516) 200-9632

## CLOSING REQUIREMENTS

- 1. CLOSING DATE: In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
- 2. PROOF OF IDENTITY: Identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
- POWER OF ATTORNEY: If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY. The Power must be in recordable form.
- 4. CLOSING INSTRUMENTS: If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
- 5. LIEN LAW CLAUSE: Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- 6. REFERENCE TO SURVEYS AND MAPS: Closing instruments should make no reference to surveys or maps unless such surveys or maps are on file.
- 7. INTERMEDIARY DEEDS: In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

## **MISCELLANEOUS PROVISIONS**

- 1. This certificate is intended for lawyers only. Your lawyers should be consulted before taking any action based upon the contents hereof.
- 2. The Company's closer may not act as legal advisor for any of the parties or draw legal instruments for them. The closer is permitted to be assistance only to an attorney.
- 3. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, moldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
- 4. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
- 5. This company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
- 6. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
- 7. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.

## \*\*NOTICE\*\*

First American will collect fees to enable the recording of documents for this transaction. If it is thereafter determined that a Lender paid all or a portion of those recording fees, First American will promptly refund the amount paid by the Lender to the party from whom it was collected.



#### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customer**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Title Number: CORE28337 Page 1

## Schedule A

Title Number: CORE28337

Effective Date: 10/3/2023

# Premises:11-50 44th Road, Long Island City, NY, 11101County:QueensCity:New YorkTax ID:Block 447 Lot 40

ALTA Owner's Policy 2006 (with N.Y. Endorsement Modifications) **TBD** Proposed Insured: **Please advise** 

ALTA Loan Policy 2006 (with Endorsement Modifications) **TBD** Proposed Insured: **Please advise** 

The estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple** 

Title to said estate or interest in said land at the effective date hereof is vested in:

## White Family Limited Partnership

<u>Source of Title</u>: Deed made by Carole Properties, Inc., dated May 17, 1995 and recorded May 31, 1995 in the Office of the City Register of the City of New York of the County of Queens in Reel 4134, page 2390.

Recertified Date: \_\_\_/\_\_/

Title Recertified In:

The land referred to in this Certificate is described as follows:

## SCHEDULE "A" DESCRIPTION TO FOLLOW

#### THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

Title Number: CORE28337 Page 1

## SCHEDULE A DESCRIPTION

## (PARCEL: I)

ALL that certain plot, piece or parcel of land, situate, lying and being in the First Ward of the Borough and County of Queens, City and State of New York, known and designated as and by the Lots Numbered 39 to 48 both inclusive in Block 70 on a certain map entitled, "Map of the Hunter, Van Alst and DeBevoise Farm, in the First, Second and Third Wards of Long Island City, Queens County, New York, dated January 1, 1874" and filed in the Queens County Clerk's Office (now Register) on June 11, 1875, which said lots when taken together are bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Southerly side of 44<sup>th</sup> Road (formerly 13<sup>th</sup> Street) and with the Westerly side of 21<sup>st</sup> Street (formerly Van Alst Avenue);

RUNNING THENCE Westerly along the Southerly side of 44<sup>th</sup> Road, 239.72 feet;

THENCE Southerly and parallel with the Westerly side of 21<sup>st</sup> Street, 100 feet;

THENCE Easterly parallel with the Southerly side of 44<sup>th</sup> Road, 239.72 feet to the Westerly side of 21<sup>st</sup> Street; and

THENCE Northerly along the Westerly side of 21<sup>st</sup> Street, 100 feet to the corner aforesaid, the point or place of BEGINNING.

## PARCEL: II)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Ward One of the Borough and County of Queens, City and State of New York, known and designated as and by the Lots Nos. 5 to 12, both inclusive, in Block 70 as laid down on a certain map of the Hunter Van Alst and DeBevoise Farm made by Peter G. Van Alst City Surveyor for the Trustees of Union College Proprietors dated 1/1/1874 and filed in the Office of the Clerk of the County of Queens on 6/11/1875, which said Lots are bounded and described on said map as follows:

BEGINNING at a point on the Northerly side of Nott Avenue now known as 44<sup>th</sup> Drive, distant 89.72 feet Westerly from the corner formed by the intersection of the Northerly side of Mott Avenue with the Westerly side of Val Alst Avenue, now known as 21<sup>st</sup> Street;

RUNNING THENCE Northerly along the division line between Lots 4 and 5, 100 feet;

THENCE Westerly along the Southerly sides of Lots 37 to 44, both inclusive, 200 feet;

THENCE Southerly along the division line between Lots 12 and 13, 100 feet to the Northerly side of Mott Avenue;

THENCE Easterly along the Northerly side of Mott Avenue 200 feet to the point or place of BEGINNING.

For Information only: Premises is known as 11-50 44th Road, Long Island City, NY

Title Number: CORE28337 Page 1

## Schedule B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

## **DISPOSITION**

- 1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
- 2. Mortgages returned herein (0). Detailed statement herein.
- 3. Rights of Tenants or Persons in Possession.
- 4. Any state of facts which an accurate survey might show.
- 5. The exact location, courses, distances and dimensions of the premises described in Schedule A cannot be insured without a survey satisfactory to the Company.
- 6. Covenants, conditions, easements, leases, agreements of record: None of record.
- 7. With respect to White Family Limited Partnership, a New York Limited Partnership the Company will require the following:

A. Proof of filing of the Certificate of Limited Partnership and any amendments or restatements thereof with the secretary of state.

B. Proof sufficient to establish that said partnership is still a valid and subsisting Limited Partnership which has not been terminated as set forth in the provisions of Section 120-801 of the New York Partnership Law.

C. Proof of due publication of the notice of formation of the limited partnership, as required by the New York Partnership Law must be submitted.

D. An affidavit is required from the general partner(s) of the limited partnership, listing the names of all of its partners and stating that there has been no change in the composition of said partnership since its formation, or, setting forth such changes.

E. Partnership agreement, if any, of said partnership together with all modifications or amendments thereto must be produced and submitted to the company for review prior to closing and the terms thereof relating to real estate transactions affecting the partnership's interest therein must be

Title Number: CORE28337 Page 2

complied with.

F. Closing deed or mortgage be executed by all of the general partners of said partnership or by the partner or partners thereof authorized under the partnership agreement of said partnership together with the consent in writing, duly acknowledged before a Notary Public of the partners not executing the closing documents.

- 8. Identity of the proposed purchaser must be provided to the Company prior to closing. Additional exceptions will be raised.
- 9. If the proposed insured is a corporation, a general or limited partnership, proof of its due formation must be submitted for consideration prior to the closing.
- 10. The last deed of record recorded on May 31, 1995 in Reel 4134, Page 2390 was a transfer for no consideration. In connection therewith the following documentation must be reviewed by this Company prior to closing: a) Affidavits from the attorney who supervised the execution and delivery of the deed; and/or b) Affidavit from the grantor(s) confirming the conveyance and a copy of the photo identification of said grantor(s). (NOTE: Upon receipt and review, additional exceptions to title may be raised.)
- Searches for Judgments, Federal Tax Liens and UCC's (County Only) made against White Family Limited Partnership disclosed:

   Two (2) Environmental Control Board Lien (see attached)
- 12. Identity of the parties who are to execute the closing instruments must be established to the satisfaction of the company. The identity of parties can be established through the inspection of the following types of original valid Identification Documents ("ID") in the physical possession of the party signing:
  - a. Photo Identification Driver's License
  - b. Special State Issued Photo Identification Document
  - c. United States Passport
  - d. US Military ID
- 13. NOTE: THE DEED MUST CONTAIN THE FOLLOWING RECITAL: "Said premises being and intended to be the same premises described in a certain deed recorded on May 31, 1995, Reel 4134, page 2390 ".
- 14. NOTE: The deed to be insured hereunder must recite that each of the grantors is conveying all of their right, title and interest in the premises.
- 15. FOR INFORMATION ONLY: Satisfactory proof must be furnished showing whether any work has been done upon the premises by The City of New

Title Number: CORE28337 Page 3

York, or whether any demand has been made by The City of New York for any such work that may result in the filing of subsequent Emergency Repair Liens against which the policy does not protect.

- 16. Section 26-128 of the Administrative Code of The City of New York creates tax liens for unpaid Inspection Fees and Permit Fees billed by the Building Department and Fire Department regardless of the fact that such fees may not be reflected in the City Collector's records. Policy excepts any loss, claim or damage for any unpaid fee or charge claimed by the Building Department or Fire Department and entered in the records of the City Collector after the date of closing.
- 17. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises by The City of New York, or any demand has been made by The City of New York for any such work that may result in:
  - a. Charges by the New York City Department of Rent and Housing Maintenance Emergency Services.
  - b. Charges by the New York City Department of Health
  - c. Charges by the New York City Department of Environmental Protection
- 18. For Fee Policy Only: Policy excepts any loss due to the existence of Emergency Repair notices and work in progress.
- 19. This Company is required by Federal Law to collect certain additional information from you and the parties representing you regarding the purchase of real property. US Code Title 31-Sec 5326 authorizes the U.S Department of Treasury to collect information about certain transaction as specified in various geographic targeting orders for the purpose of preventing evasion of the Bank Secrecy Act. As a result of a Geographic Targeting Order ("GTO") issued by the United States Department of Treasury, Financial Crimes Enforcement Network ("FinCen"), on November 15, 2018 this transaction may be responsive to the requirements of the GTO. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to FinCEN. Please contact this company and provide the details of this transaction in order to comply with the GTO.

If the transaction meets the reporting requirement, you will be asked to provide information on the identity of the parties to the transaction, which will be reported to FinCEN. This company is prohibited from issuing its policy if the transaction is reportable and the information is not provided for reporting. Additional exceptions and or requirements may be raised.

20. Proof is required that the owner has received no notice of any pending assessments for capital, street or sidewalk improvements or for charges

Title Number: CORE28337 Page 4

pending or due for the cost of connecting the premises to public sewers, or charges for demolition and/or other miscellaneous charges re-levied by the Town/Village Tax Assessors Office or other Municipal Departments.

21. FOR INFORMATION ONLY: The only information available from NYC DEP for Water and Sewer Charges are account numbers and account balances. We will be unable to confirm the amounts of annual or metered billing, meter number(s) and the periods covered. If it is not already your practice to order, we urge the seller to order official "Title Read Letters". Please note that the Innocent Owner Protection by NYC DEP is only an option if a Title Read Letter is ordered. In order to obtain a Title Read Letter, the seller should, prior to the date of closing, (a) send an email request to TitleReadRequests@dep.nyc.gov, (b) visit the DEP borough office, (c) call the Borough Call Center at 718-585-7000, or (c) mail a request to DEP/BCS Customer Service, P.O. Box 739055, Elmhurst, NY 11373-9055.

Please note that the title policy does not cover water or sewer charges for usage prior to the Date of Policy. Your policy covers only such charges entered, and therefore a lien, prior to the Date of Policy. Water and sewer charges entered after the Closing become liens after the Date of Policy and are therefore not covered, regardless of the time period in which those charges accrue.

22. NOTE: "If multiple checks or a combination of wires and checks are to be used to pay off a mortgage at closing the mortgagee must confirm that they will accept multiple forms of payment otherwise we require only one check or wire be provided at closing to payoff any mortgage."

NOTE: Any municipal searches reported herein are furnished "FOR INFORMATION ONLY". They are not insured and the company assumes no liability for the accuracy thereof.

NOTE: All checks in excess of \$500.00 for payment of closing must be Certified or Bank Check payable to Core Title Services, LLC unless other arrangements have been made with this Company prior to closing.

NOTE: If Power of Attorney is to be used in this transaction please contact this company prior to closing.

NOTE: All documents to be recorded in the Office of the Clerk/Register or filed in the Registrar's Office must be executed in BLACK INK ONLY or this company will assume no responsibility for the recording of same.

Title Number: CORE28337 Page 1

MORTGAGE SCHEDULE

# NO OPEN MORTGAGES FOUND OF RECORD

Title Company will require a written payoff statement prior to closing

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgage if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

# **EXCEPTION 11**

## **DataTrace** Documents related to: white family

## Parking Violations Filed Date: 9/26/2023

This search for PVB's against white family has returned 0 results. Run on 10/16/2023 Data Loaded: 9/26/2023

## ECB's vs Name as of 9/2023

This search for ECB's against white family has returned 2 results (2 selected for print/export). Run on 10/16/2023

Name	Violation #	Order Date	Notice Date	Docket Date	Balance	Satisfaction
P WHITE FAMILY LIMITEDPARTNERSHI	047196472Z	10/13/21	11/29/21	1/2022	\$300.00	Saustaction
Address: 11-38 44 ROAD LONG ISLAND CIT 11101					4000100	
P WHITE FAMILY LIMITEDPARTNERSHI	047196473K	10/13/21	11/29/21	1/2022	\$300.00	
Address: 11-44 44 ROAD LONG ISLAND CIT 11101					\$500.00	
Data Loaded: 9/26/2023						

REEL 11 1 3 4 16 2 3 9 0

#### DEED

THIS INDENTURE, made the 100 day of May, nineteen hundred and ninety-five BETWEEN CAROLE PROPERTIES INC., with offices located at, 18-35 Steinway Place, Long Island City, New York 11105, party of the first part and the WHITE FAMILY LIMITED PARTNERSHIP, having its principal office at 18-35 Steinway Place, Long Island City, New York 11105, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors of the party of the second part forever,

#### PARCEL I

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11-1-1-1

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the First Ward of the Borough and County of Queens, City and State of New York, known and designated as and by the Lots Numbered 39 to 48 both inclusive in Block 70 on a certain map entitled, "Map of the Hunter, Van Alst and DeBevoise Farm, in the First, Second and Third Wards of Long Izland City, Queens County, New York, dated January 1, 1874" and filed in the Queens County Clerk's Office (now Register) on June 11, 1875, which said lots when taken together are bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 44th Road (formerly 13th Street) and with the westerly side of 21st Street (formerly Van Alst Avenue);

RUNNING THENCE westerly along the southerly side of 44th Road, 239.72 feet;

THENCE southerly and parallel with the westerly side of 21st Street, 100 feet;

THENCE easterly parallel with the southerly side of 44th Road. 239.72 feet to the westerly side of 21st Street; and

RUNNING THENCE northerly along the westerly side of 21st Street, 100 feet to the corner aforesaid, the point or place of BEGINNING.

#### PARCEL II

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected situate, lying and being in the Ward One of the Rorough of Queens, City of New York, known and designated as and by the Lots Nos. 5 to 12, both inclusive, in Block 70 as laid down on a certain map of the Hunter Van Alst and Debevoise Farms made by Peter G. Van Alst City Surveyor for the Trustees of Union College Proprietors dated 1/1/1874 and filed in the Office of the Clerk of the County of Queens on 6/11/1875, which said Lots are more particularly bounded and described on said map as follows:

BEGINNING at a point on the northerly side of Nott Avenue now known as 44th Drive, distant 89.72 feet westerly from the corner formed by the intersection of the northerly side of Nott Avenue with the westerly side of Van Alst Avenue, now known as 21st Street;

RUNNING THENCE northerly along the division line between lots 4 and 5, 100 feet;

THENCE westerly along the southerly sides of Lots 37 to 44, both inclusive, 200 feet;

THENCE southerly along the division line between Lots 12 and 13, 100 feet to the northerly side of Nott Avenue;

## and the second sec REELU 1 3 4 PG 2 3 9 1

THENCE easterly along the northerly side of Nott Avenue 200 feet to the point or place of BEGINNING.

BEING the same property conveyed to IRWIN WHITE and PHYLLIS GOLDBERG by deed BEING the same property conveyed to IRWIN WHITE and PHYLLIS GOLDBERG by deed recorded on July 29, 1974 in Reel 774 of Deed at page 759, and by correction deed recorded on June 3, 1994 in Reel 3885 of Deeds at page 164 and conveyed to CAROLE WHITE hy Deed recorded on June 3, 1994 in Reel 3885 of Deeds at page 0160 and demised to CAROLE WHITE as residuary beneficiary under the Last Will and Testament of Truin White File #1668/97 Testament of Irwin White, File #1668/92.

TOGSTHER with all right, title and interest, if any, of the party of the first TOUSTHER WITH BIT right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the record part forever successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 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.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said that the said premises are free from incumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

This deed is executed and delivered for the sole purpose of correcting an error appearing in the grantee portion of the deed of similar import, already delivered by the grantor herein to the grantee herein, and recorded in Liber 4000 Cp. 0255 in the Office of the Queens County Registrar on October 19, 1994.

IN WITNESS WHEREOF, the party of the first part have duly executed this day the day and year first above written.

Caule White, an President of Carole Properties Inc.

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STATE OF NEW YORK, COUNTY OF Nas Bay 88.1

thereto by like order

Horowitz, Klosowski & Scope, P.C.

595 Stewart Ave., Suite 710 Gerden City, NY 11530

Return to:

On the 17<sup>th</sup> day of May, 1995, before me personally came Carole White to me known, who, being by me duly sworn, did depose and say that she resides at No. 206-18 Richland Avenue, Flushing, New York 11364; that she is the President of Carole Properties Inc., the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affined to said instrument is such corporate seal ; that it was so affined by order of the board of directors of said corporation, and that she signed her name

nister mie Notary Public

CHRISTINE M. JAMES Notary Putillo, State of New York No. 5000919 Commission Expires August 24, 1924

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