

26MHA-2407

Section 211, Block 10, Lot 9

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

STANDARD NYBTU FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made March 21, 2026

Between **MATTHEW MILLER**, residing at 76 South Street, Warwick, New York 10990, party of the first part, and

OVERLOOK DRIVE WARWICK LLC, 1512 State Route 17A, Warwick, New York 10990, party of the second part,

WITNESSETH, that the party of the first part, in consideration of 10.00 dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part 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 Warwick, Town of Warwick, County of Orange, State of New York more particularly described in Schedule "A" attached hereto and made a part hereof

BEING the same premises conveyed by Matthew Miller and Vincent Concannon to Matthew Miller by deed dated November 25, 2009 and recorded December 8, 2009 in Liber 12937, Page 296, Orange County Clerk's Office.

TOGETHER with all 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,

TOGETHER with all rights, privileges and easements and SUBJECT to all covenants, easements, reservations and restrictions of record affecting 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 second part forever.

AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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.

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

