

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

| | | |
|----------------------------------|---|-----------------------|
| IN RE: Andrew J. Lantzman, |) | Case No. 15-21857-GLT |
| Marcella M. Lantzman, |) | |
| |) | |
| Debtors. |) | Chapter 11 |
| _____ |) | |
| Andrew J. Lantzman, |) | |
| Marcella M. Lantzman, |) | |
| |) | |
| Movants, |) | |
| |) | |
| v. |) | |
| |) | |
| Wells Fargo Bank, N.A.; |) | |
| The Huntington National Bank; |) | |
| Internal Revenue Service, |) | |
| Pennsylvania Dept. of Revenue; |) | |
| Upper St. Clair School District; |) | |
| Township of Upper St. Clair; and |) | |
| Allegheny County, |) | |
| |) | |
| Respondents. |) | |

**DEBTORS' MOTION TO SELL PROPERTY OF THE ESTATE KNOWN AS 2341
ENGLEWOOD DRIVE, FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES IN ACCORDANCE WITH 11 U.S.C. § 363**

AND NOW COME the Debtors, Andrew J. Lantzman and Marcella M. Lantzman, (“Debtors”), by and through their undersigned counsel, Brian C. Thompson, Esquire, Thompson Law Group, P.C., and file this Motion to Sell Property of the Estate Free and Clear of Liens, Claims and Encumbrances in Accordance with 11 U.S.C. § 363 (the “Sale Motion”), and respectfully represents as follows:

BACKGROUND

1. The Debtors filed for relief under Chapter 13 of the Bankruptcy Code on May 21, 2015. The case was subsequently converted to a Chapter 11 case on August 12, 2016.

2. The Debtors own real estate located at 2341 Englewood Drive, Pittsburgh, Pennsylvania, 15241 (the “Real Property”). This property is the Debtors’ primary residence.

3. The Debtors received an offer from Nathan A. Haerr and Diana M. Haerr (the “Buyers”) to purchase the Real Property for \$625,000.00. A true and correct copy of the “Standard Agreement for the Sale of Real Estate” (the “Agreement”) is attached hereto as Exhibit A.

JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to 28 U.S.C. § 157 and § 1334.

5. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

6. Venue of the Debtors’ case and this Sale Motion are proper in this district pursuant to 28 U.S.C. § 1408 and § 1409.

7. The named Respondents have asserted claims and encumbrances against the Debtors which may extend to the Real Property to be sold by this Sale Motion. The names and addresses of all respondents are set forth in the Court Mailing Matrix attached to the within motion as Exhibit B.

INTRODUCTION

8. The Debtors, pursuant to sections 105(a), 363(f) and 365(a) of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure and W.PA.LBR 9013-3(c) and 6004-1 (collectively, the “Bankruptcy Rules”), hereby move for entry of an order (the “Sale Order”):

- a. Approving of the sale (the “Sale”) of the Debtors’ interest in the Real Property to Buyers or another Successful Bidder (as defined in the Motion for Order Approving Bidding Procedures Regarding Sale of Property of the Estate

(“Bidding Procedures Motion”) submitting the highest and best bid at the sale hearing in accordance with the bidding procedures approved by this Court (the “Bid Procedures”), in either case free and clear of any liens, claims and encumbrances of the Respondents to this Sale Motion, all as more particularly set forth in the Agreement of Sale entered into by and between the Debtors and Buyers as more fully discussed below.

- b. Determining that Buyers (or another Successful Bidder) are good faith purchasers entitled to the protections of Bankruptcy Code § 363(m).
- c. At Closing of the Sale (as defined below), authorizing the Estate to retain all net sale proceeds pending further Order of Court.

PROPERTY TO BE SOLD AND TERMS OF SALE

9. By this Sale Motion, the Debtors seek this Court’s approval and authority to sell and assign the Debtors’ interest in the Real Property. Complete terms and conditions of the proposed sale are set forth in the Agreement of Sale entered into between the Debtors and the Buyers, which is attached hereto as Exhibit “A.”

10. The Debtors propose to sell and assign the Real Property to the Buyers for Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) (the “Purchase Price”) in certified funds payable at closing, which shall occur within thirty (30) days after the later of the (i) Bankruptcy Court Order approving the sale of the Premises becoming a final and (ii) non-appealable Order or approving confirmation of the Debtors’ Plan of Reorganization (the “Closing Date”).

Notwithstanding the foregoing, upon reasonable notice to Debtors, Buyers may elect to close at any time after the Order approving the sale of the Premises becomes final and non-appealable

Order, so long as Buyers agree to pay 100% of any applicable transfer taxes. Buyers' offer is further subject to the following conditions:

- a. Buyers shall deposit Ten Thousand Dollars (\$10,000.00) (hereinafter referred to as "Hand Money") with Brian C. Thompson, counsel to the Debtors, which shall be placed in his firm's escrow account.
- b. Debtors agree that, effective as of the date the Debtors and Buyers entered into the Agreement of Sale (the "Effective Date") and until the Closing Date, the Premises will be kept in "as is" condition and that all acts required with respect to any portion of the Premises will be made in order to correct any violations of which Debtors shall receive written notice after the Effective Date from any governmental body having jurisdiction over the Premises and in order to allow Debtors to deliver the Premises to Purchaser in the same condition as exists on the date hereof.
- c. The Premises shall be conveyed to Buyers with good and marketable title as is insurable by a reputable title insurance company at the regular rates, and shall be free and clear of any liens, encumbrances and claims to the fullest extent allowable by the Bankruptcy Court. All liens, encumbrances, and claims as to the title of the property shall merge into the sale proceeds.
- d. The balance of the Purchase Price shall be paid to the Estate in certified funds, or *via* wire transfer, at the Closing.
- e. The Hand Money Deposit shall be applicable to the Purchase Price at closing.

11. Unless Buyers elect to close prior to confirmation of the Debtors' Plan of Reorganization (in which case, Buyers shall pay the entire amount of any applicable realty transfer stamps), the sale of the Premises shall be exempt from realty transfer stamps pursuant to Bankruptcy Code §1146(c), and all real estate taxes shall be prorated as of the Closing Date for the calendar year in which the Closing Date occurs based upon real estate taxes levied in that year by each taxing body.

12. The proceeds of sale of the Real Property shall be distributed as provided for in Debtors' Chapter 11 plan dated April 28, 2017, and summarized as follows:

- a. Current real estate taxes, pro-rated to the date of closing;
- b. Court approved realtor commissions and other closing costs;
- c. The costs of advertising the sale in the local newspaper and legal journal;
- d. Court filing fees and attorney fees to Thompson Law Group, P.C.;
- e. The secured claims of Wells Fargo Bank, N.A. and The Huntington National Bank, N.A. shall be paid in full subject to a carve-out for Administrative Attorney's fees in the approximate amount of \$30,000 to Thompson Law Group, P.C.;
- f. The secured tax claims of the Internal Revenue Service, the Pennsylvania Department of Revenue, Upper St. Clair School District, and the Township of Upper St. Clair shall be paid in full;
- g. Any remaining proceeds to be distributed to General Unsecured Creditors.

GOOD FAITH PURCHASER

13. As a part of the Court's approval of the sale under §363(f), the Buyers seek a finding with respect to the "good faith" of the purchasers. Such a finding is made in furtherance of §363(m) which provides a safe harbor for purchasers of debtor's property when such purchase is made in "good faith."

14. The Debtors believe that the Buyers has conducted themselves in good faith with respect to the proposed sale. The negotiations between the Debtors and Buyers have been at all times conducted at arms-length and in good faith. The Buyers have no connection to the Debtors and are not insiders or affiliates of the Debtors.

15. Additionally, the proposed Bidding Procedures are intended to provide for an open and fair auction of the Premises which will help to ensure an arms-length, good-faith sale. The Bidding Procedures are intended to encourage competitive bidding. Accordingly, the Debtors believe that whether Buyers or another party is the Successful Bidder at the sale, the Court will be able to make the determination that the sale was conducted in "good faith" for purposes of §363(m) and controlling legal authority.

BIDDING PROCEDURES

16. Debtors have filed a Motion to Approve Bidding Procedures contemporaneously with the herein Motion to Approve Sale of Real Property.

17. The Bidding Procedures Motion and, if and when approved, the Order of Court approving bidding procedures and other matters related to the sales process, will be posted on the Court's EASI website at www.pawb.uscourts.gov.

WHEREFORE, the Debtors request that this Honorable Court enter an Order making

the following determinations: (i) approving the sale of the Premises free and clear of any liens, claims and encumbrances of the Respondents to this Sale Motion, (ii) determining that the Successful Bidder is a good faith purchaser entitled to the protections of Bankruptcy Code §363(m), and (iii) providing such other and further relief as the Court deems to be just and proper.

Date: August 7, 2017

Respectfully Submitted,
s/Brian C. Thompson
Brian C. Thompson, Esquire
PA-91197
THOMPSON LAW GROUP, P.C.
125 Warrendale-Bayne Road, Suite 200
Warrendale, Pennsylvania 15086
(724) 799-8404 Telephone
(724) 799-8409 Facsimile
bthompson@thompsonattorney.com

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

Exhibit A Page 1 of 25

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

| PARTIES | |
|--|---------------------------------------|
| BUYER(S): <u>Nathan A Haerr</u> <u>Diana M. Haerr</u> | SELLER(S): <u>Marcella M Lantzman</u> |
| BUYER'S MAILING ADDRESS: | SELLER'S MAILING ADDRESS: |

| PROPERTY | |
|---|--|
| ADDRESS (including postal city) <u>2341 Engelwood Dr., Pittsburgh</u> | |
| ZIP <u>15241</u> | |
| in the municipality of <u>Upper St. Clair</u> , County of <u>Allegheny</u> | |
| in the School District of <u>Upper St. Clair</u> , in the Commonwealth of Pennsylvania. | |
| Tax ID #(s): <u>Deed Book 11357, page 588.</u> and/or | |
| Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>0479-C-00063-0000-00</u> | |

| BUYER'S RELATIONSHIP WITH PA LICENSED BROKER | |
|--|--|
| <input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker) | |
| Broker (Company) <u>Howard Hanna Real Estate Services</u> | Licensee(s) (Name) <u>Diane Horvath-202065</u> |
| Company License # <u>RB049340C</u> | State License # <u>RS144242A</u> |
| Company Address <u>180 Ft. Couch Road, Pittsburgh, PA 15241</u> | Direct Phone(s) _____ |
| Company Phone <u>(412) 833-3600</u> | Cell Phone(s) <u>(412) 491-6984</u> |
| Company Fax _____ | Email <u>dhorvath@howardhanna.com</u> |
| Broker is (check only one): | Licensee(s) is (check only one): |
| <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) | <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) |
| <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) | <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) |
| | <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) |
| <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer) | |

| SELLER'S RELATIONSHIP WITH PA LICENSED BROKER | |
|---|--|
| <input type="checkbox"/> No Business Relationship (Seller is not represented by a broker) | |
| Broker (Company) <u>Howard Hanna Real Estate Services</u> | Licensee(s) (Name) <u>Maureen Cavanaugh</u> |
| Company License # <u>RB049340C</u> | State License # <u>RS223559L</u> |
| Company Address <u>180 Ft. Couch, Pittsburgh, PA 15241</u> | Direct Phone(s) _____ |
| Company Phone _____ | Cell Phone(s) _____ |
| Company Fax _____ | Email <u>mcavanaugh@howardhanna.com</u> |
| Broker is (check only one): | Licensee(s) is (check only one): |
| <input type="checkbox"/> Seller Agent (Broker represents Seller only) | <input type="checkbox"/> Seller Agent (all company licensees represent Seller) |
| <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) | <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) |
| | <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) |
| <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller) | |

| DUAL AND/OR DESIGNATED AGENCY | |
|--|----------------------------|
| A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent. | |
| By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable. | |
| Buyer Initials: <u>NHA</u> <u>DMA</u> | Seller Initials: <u>MM</u> |

1. **By this Agreement**, dated July 29, 2017 ,

Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$625,000.00

(Six Hundred Twenty -five Thousand

U.S. Dollars), to be paid by Buyer as follows:

- 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 10,000
- 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.**

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: Howard Hanna Real Estate Services), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (1-10)**

Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (4-14)**

(A) Settlement Date is October 10, 2017 , or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before: July 30, 2017

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

63 Buyer Initials: MLH DMH

Seller Initials: MMH
2341 Engelwood

64 **6. ZONING (4-14)**

65 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdi-
66 vidable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
67 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

68 **Zoning Classification, as set forth in the local zoning ordinance: R-1**

69 **7. FIXTURES AND PERSONAL PROPERTY (9-16)**

70 (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,
71 and other items including plumbing; heating; gas fireplace logs; radiator covers; lighting fixtures (including chandeliers and ceil-
72 ing fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars);
73 garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment;
74 unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences;
75 mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware
76 (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners;
77 built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the
78 Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems.
79 Unless stated otherwise, the following items are included in the sale, but not in the Purchase Price: Auto Door on Garage,
80 Convection Oven, Dishwasher, Disposal, Gas Cook Top, Jet Spray Tub, Kitchen Island,
81 Microwave Oven, Pantry, Refrigerator, Security System, Wall to Wall Carp.

82 (B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment
83 systems, propane tanks, satellite dishes and security systems): _____

84 (C) EXCLUDED fixtures and items: _____

85
86 **8. MORTGAGE CONTINGENCY (9-16)**

87 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
88 may include an appraisal contingency.

89 ELECTED.

90 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

| First Mortgage on the Property | Second Mortgage on the Property |
|---|---|
| Loan Amount \$ <u>95%</u> | Loan Amount \$ _____ |
| Minimum Term <u>30</u> years | Minimum Term _____ years |
| Type of mortgage <u>CV</u> | Type of mortgage _____ |
| For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % | For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % |
| Mortgage lender <u>Howard Hanna Mortgage Services</u> | Mortgage lender _____ |
| Interest rate <u>3.875</u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u>4.500</u> %. | Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. |
| Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. | Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. |

106 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-
107 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case
108 no later than September 29, 2017.

109 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
110 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
111 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
112 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
113 make a good faith effort to obtain mortgage financing.

114 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-
115 strating lender's conditional or outright approval of Buyer's mortgage application(s):

- 116 a. Does not satisfy the terms of Paragraph 8(A), OR
- 117 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
118 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writ-
119 ing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other
120 than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employ-
121 ment).

122 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,
123 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
124 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
125 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
126 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;

127 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

128 Buyer Initials: [Signature]

Seller Initials: [Signature]

- 129 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular
- 130 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific
- 131 level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The
- 132 appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher
- 133 or lower than the Purchase Price and/or market price of the property.
- 134 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee
- 135 the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),
- 136 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
- 137 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage
- 138 lender(s) to make the above mortgage term(s) available to Buyer.
- 139 (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli-
- 140 cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)
- 141 identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any,
- 142 otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
- 143 Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan
- 144 application.
- 145 (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or
- 146 employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
- 147 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
- 148 reject, or refuse to approve or issue, a mortgage loan commitment.
- 149 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
- 150 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5
- 151 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
- 152 expense.
- 153 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
- 154 agrees to the RELEASE in Paragraph 28 of this Agreement.
- 155 2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time**, Buyer will, within 5
- 156 DAYS, notify Seller of Buyer's choice to:
- 157 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will
- 158 not be unreasonably withheld, OR
- 159 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 160 Paragraph 26 of this Agreement.
- 161 **If Buyer fails to respond** within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to
- 162 Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree
- 163 to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- 165 (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
- 166 chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer
- 167 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
- 168 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
- 169 \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
- 170 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation
- 171 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
- 172 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
- 173 Property are acceptable.
- 174 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing
- 175 Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department,
- 176 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not
- 177 more than two years, or both."
- 178 (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- 179 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
- 180 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
- 181 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- 182 (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
- 183 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
- 184 connection with this transaction is attached to this Agreement.

185 **9. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)**

186 In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and
187 lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not lim-
188 ited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation;
189 entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may**
190 **affect Buyer's ability to purchase.**

191 Buyer Initials: DS MLH / DS DMH

Seller Initials: DS MMJ

192 **10. SELLER REPRESENTATIONS (4-14)**

193 (A) **Status of Water**

194 Seller represents that the Property is served by:

- 195 Public Water Community Water On-site Water None _____

196 (B) **Status of Sewer**

197 1. Seller represents that the Property is served by:

- 198 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
199 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
200 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
201 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
202

203 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

204 **Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the
205 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
206 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
207 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
208 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
209 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
210 working cooperatively with others.

211 **Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions**
212 **of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before installing,
213 constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre
214 parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted
215 and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction
216 may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

217 **Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water**
218 **carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site.**
219 Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank
220 from the date of its installation or December 14, 1995, whichever is later.

221 **Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-**
222 **tance specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
223 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water
224 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hori-
225 zontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the
226 absorption area shall be 100 feet.

227 **Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage facilities
228 are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality com-
229 pletes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

230 (C) **Historic Preservation**

231 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

232 (D) **Land Use Restrictions**

- 233 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
234 following Act(s) (see Notices Regarding Land Use Restrictions below):
235 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
236 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
237 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
238 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
239 Other _____

240 2. **Notices Regarding Land Use Restrictions**

241 a. **Pennsylvania Right-To-Farm Act:** The property you are buying maybe located in an area where agricultural operations
242 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
243 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

244 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
245 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
246 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
247 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

248 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
249 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
250 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
251 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
252 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
253 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the
254 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
255

256 Buyer Initials: DS
MLH DS
DMH

Seller Initials: DS
MMJ

257 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are
258 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the
259 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer
260 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now
261 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

262 (E) **Real Estate Seller Disclosure Law**

263 Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real
264 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residen-
265 tial real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer
266 of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**
267 **UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures
268 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale
269 of condominium and cooperative interests.

270 (F) **Public and/or Private Assessments**

271 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-
272 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public
273 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to vio-
274 lations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition
275 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
276

277 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
278

279 (G) **Highway Occupancy Permit**

280 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

281 **11. WAIVER OF CONTINGENCIES (9-05)**

282 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions,
283 boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise**
284 **any of Buyer's options within the times set forth in this agreement is a Waiver of that contingency and Buyer accepts the**
285 **Property and agrees to the release in Paragraph 28 of this agreement.**

286 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (9-16)**

287 (A) **Rights and Responsibilities**

- 288 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
289 surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
- 290 2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived
291 by any other provision of this Agreement.
- 292 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 293 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- 294 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless
295 otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

296 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
297 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
298 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same
299 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for
300 Notices Regarding Property and Environmental Inspections)

301 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any
302 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
303 written corrective proposal to Seller, according to the terms of Paragraph 13(B).

304 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

305 ^{DS} **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior **Waived**
306 ^{DS} **DMH** doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; _____ / _____
307 ^{DS} **DMH** electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water
308 penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other
309 environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other
310 items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home
311 Inspection Law, the home inspection must be performed by a full member in good standing of a national home
312 inspection association, or a person supervised by a full member of a national home inspection association, in
313 accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed
314 or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

315 **Wood Infestation**

316 ^{DS} **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a **Waived**
317 ^{DS} **DMH** wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided _____ / _____
318 by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage
319 lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited
320 to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals

321 **Buyer Initials:** ^{DS} **DMH** ^{DS} **DMH**

Seller Initials: ^{DS} **MMJ**

322 active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide appli-
323 cator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain
324 a written Report from a professional contractor, home inspector or structural engineer that is limited to structural
325 damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning

326 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-
327 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
328 _____ / _____ Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is
329 permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____
330 _____

DS
Waived
MHA / DMH

Water Service

332 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise
333 _____ / _____ qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will
334 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous
335 condition, at Seller's expense, prior to settlement.
336

DS
Waived
MHA / DMH

Radon

337 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency
338 _____ / _____ (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels
339 or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay
340 of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of
341 lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem,
342 it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates
343 or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection.
344 Information about radon and about certified testing or mitigation firms is available through Department of
345 Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O.
346 Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov
347

Waived
_____/_____
DS

On-lot Sewage (If Applicable)

348 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional
349 _____ / _____ inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and
350 empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at
351 Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot
352 Sewage Inspection Contingency.
353

DS
Waived
MHA / DMH

Property and Flood Insurance

354 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance for
355 _____ / _____ the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the
356 insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may
357 be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to
358 Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance
359 premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insur-
360 ance agents regarding the need for flood insurance and possible premium increases.
361

Waived
_____/_____
DS

Property Boundaries

362 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal
363 _____ / _____ description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property sur-
364 veys as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or
365 constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations
366 of size of property are approximations only and may be inaccurate.
367

Waived
_____/_____
DS

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

368 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a
369 _____ / _____ risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint haz-
370 ards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**
371 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**
372 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a sep-**
373 **arate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any**
374 **lead-based paint records regarding the Property.**
375

DS
Waived
MHA / DMH

Other

376 **Elected** **Camera Sewer Test**
377 _____ / _____
378 _____
379 _____

Waived
_____/_____
DS

380 The Inspections elected above do not apply to the following existing conditions and/or items: _____
381 _____
382 _____

(D) Notices Regarding Property & Environmental Inspections

383 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
384 the surface of a structure where it may cause mold and damage to the building's frame.
385

386 Buyer Initials: MHA / DMH

Seller Initials: MHA / DMH

- 387 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 388 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
- 389 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-
- 390 bility to dispose of them properly.
- 391 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to
- 392 investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the
- 393 property would be affected or denied because of its location in a wetlands area.
- 394 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
- 395 pollen and viruses) have been associated with allergic responses.
- 396 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
- 397 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
- 398 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
- 399 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
- 400 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
- 401 calling 1-877-724-3258.

402 **13. INSPECTION CONTINGENCY (4-14)**

- 403 (A) The Contingency Period is 15 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
- 404 in Paragraph 12(C).
- 405 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
- 406 will, **within the stated Contingency Period:**
- 407 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 408 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 409 Paragraph 26 of this Agreement, OR
- 410 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
- 411 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
- 412 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections.
- 413 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental require-
- 414 ments if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 415 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
- 416 Period.
- 417 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written
- 418 or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to
- 419 the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 420 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
- 421 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
- 422 Negotiation Period ends.
- 423 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
- 424 _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
- 425 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
- 426 Agreement, OR
- 427 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 428 of Paragraph 26 of this Agreement.

429 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**

430 **Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property**

431 **and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the**

432 **Negotiation Period.**

- 433 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
- 434 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
- 435 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected comple-
- 436 tion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the**
- 437 **stated time**, Buyer will notify Seller in writing of Buyer's choice to:
- 438 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 439 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 440 Paragraph 26 of this Agreement, OR
- 441 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mort-
- 442 gage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the
- 443 mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller,
- 444 which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
- 445 may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
- 446 to Buyer according to the terms of Paragraph 26 of this Agreement.
- 447 **If Buyer fails to respond** within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to
- 448 Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

449 **14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

450 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-

451 Buyer Initials: MLH / DMH

Seller Initials: MMJ

erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

- 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
(1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

- 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(3) will survive settlement.

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

- (A) Property is NOT a Condominium or part of a Planned Community unless checked below.
[] CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
[] PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

- 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer

Buyer Initials: [Signature] [Signature]

Seller Initials: [Signature]
2341 Engelwood

- 516 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
- 517 association in the Certificate.
- 518 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for
- 519 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this
- 520 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 521 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
- 522 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
- 523 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for
- 524 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)
- 525 Appraisal fees and charges paid in advance to mortgage lender.

526 **17. TITLES, SURVEYS AND COSTS (4-14)**

- 527 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular
- 528 rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; his-
- 529 toric preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
- 530 ground; easements of record; and privileges or rights of public service companies, if any.
- 531 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from
- 532 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies
- 533 come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.** Buyer
- 534 agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's
- 535 title insurance policy.
- 536 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
- 537 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
- 538 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- 539 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- 540 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
- 541 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
- 542 required by the mortgage lender will be obtained and paid for by Buyer.
- 543 (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the
- 544 Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but
- 545 is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against
- 546 Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient
- 547 to satisfy all liens and encumbrances against the Property.
- 548 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
- 549 specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to
- 550 Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred
- 551 by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in
- 552 Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).
- 553 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
- 554 about the status of those rights unless indicated elsewhere in this Agreement.
- 555 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**
- 556 (I) **COAL NOTICE (Where Applicable)**
- 557 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
- 558 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
- 559 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,
- 560 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July
- 561 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from
- 562 coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private
- 563 contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with
- 564 the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees
- 565 to sign the deed from Seller which deed will contain the aforesaid provision.
- 566 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
- 567

- 568 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
- 569 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**
- 570 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee
- 571 Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the trans-
- 572 fer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs
- 573 with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or
- 574 is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private
- 575 Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where
- 576 a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

577 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

- 578 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
- 579 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

580 Buyer Initials DS
MLH DMH

Seller Initials DS
MMJ

- 581 (B) If any part of the Property included in the sale fails before settlement, Seller will:
- 582 1. Repair or replace that part of the Property before settlement, OR
- 583 2. Provide prompt written notice to Buyer of Seller's decision to:
- 584 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
- 585 if any, OR
- 586 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
- 587 part of the Property.
- 588 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller**
- 589 **fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 590 whichever is earlier, that Buyer will:
- 591 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 592 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 593 Paragraph 26 of this Agreement.
- 594 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice
- 595 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.
- 596 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
- 597 replaced prior to settlement, Buyer will:
- 598 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 599 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 600 Paragraph 26 of this Agreement.

601 **19. HOME WARRANTIES (1-10)**

602 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller under-
603 stand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-
604 existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifi-
605 cations that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home
606 warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

607 **20. RECORDING (9-05)**

608 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
609 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

610 **21. ASSIGNMENT (1-10)**

611 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable,
612 on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless oth-
613 erwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

614 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

- 615 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
- 616 laws of the Commonwealth of Pennsylvania.
- 617 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
- 618 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

619 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

620 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
621 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
622 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
623 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
624 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-
625 ation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer
626 you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold,
627 you may be held liable for the tax.

628 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

629 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
630 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**
631 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-
632 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

633 **25. REPRESENTATIONS (1-10)**

- 634 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
- 635 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
- 636 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
- 637 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
- 638 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- 639 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property
- 640 specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
- 641 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
- 642 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the struc-
- 643 tural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of con-
- 644 ditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems con-
- 645 tained therein.

646 Buyer Initials: 

Seller Initials: 

- 647 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 648 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
- 649 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)**
- 650 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
- 651 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 652 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 653 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 654 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 655 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
- 656 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 657 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 658 Broker how to distribute some or all of the deposit monies.
- 659 3. According to the terms of a final order of court.
- 660 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 661 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 662 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
- 663 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 664 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 665 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the sub-
- 666 ject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for
- 667 distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
- 668 Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any dis-
- 669 tribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the
- 670 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
- 671 litigation even after a distribution is made.
- 672 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 673 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 674 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming
- 675 them in litigation.
- 676 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 677 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 678 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
- 679 legal or financial status, OR
- 680 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 681 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 682 1. On account of purchase price, OR
- 683 2. As monies to be applied to Seller's damages, OR
- 684 3. As liquidated damages for such default.
- 685 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
- 686 **DAMAGES.**
- 687 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 688 and Seller are released from further liability or obligation and this Agreement is VOID.
- 689 (I) Brokers and licensees are not responsible for unpaid deposits.

690 **27. MEDIATION (1-10)**

691 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,

692 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute

693 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-

694 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided

695 equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party

696 to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any

697 statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agree-

698 ment to mediate disputes or claims arising from this Agreement will survive settlement.

699 **28. RELEASE (9-05)**

700 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFI-**

701 **CER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through**

702 **them, from any and all claims, losses or demands,** including, but not limited to, personal injury and property damage and all of the

703 consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-

704 based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system

705 or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the

706 terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pur-

707 sue any remedies that may be available under law or equity. This release will survive settlement.

708 **29. REAL ESTATE RECOVERY FUND (9-05)**

709 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real

710 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been

711 Buyer Initials: 

Seller Initials: 

712 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
713 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

714 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

715 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
716 and Closing Disclosure(s) upon receipt.

717 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
718 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
719 **Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
720 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
721 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
722 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
723 unless otherwise agreed to by the parties.

724 **31. HEADINGS (4-14)**

725 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
726 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

727 **32. SPECIAL CLAUSES (1-10)**

728 (A) **The following are attached to and made part of this Agreement if checked:**

- 729 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 730 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 731 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 732 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 733 Appraisal Contingency Addendum (PAR Form ACA)
- 734 Short Sale Addendum (PAR Form SHS)
- 735 **LBP**
- 736 **SEE ADDENDUM 1 - PROVISIONS Attached here to and made a part here of**
- 737

738 (B) **Additional Terms:**

739
740
741
742
743
744 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

745 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts
746 together shall constitute one and the same Agreement of the Parties.

747 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are advised
748 to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

749 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures
750 of all parties constitutes acceptance by the parties.

- 751 *DS* Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- 752 *DS* Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- 753 *DS* Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
754 before signing this Agreement.
- 755 *DS* Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
756 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

757 **BUYER** Nathan A Haerr **DATE** 7/29/2017
Nathan A. Haerr
DocuSigned by:
68429D9C92498...

758 **BUYER** Diana M Haerr **DATE** 7/29/2017
Diana M. Haerr
78426DDD9582498...

759 **BUYER** _____ **DATE** _____

760 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
761 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

762 **SELLER** Marcella M Lantzman **DATE** 7/30/2017
Marcella M Lantzman
DocuSigned by:
68C4C5AB451D4B9...

763 **SELLER** _____ **DATE** _____

764 **SELLER** _____ **DATE** _____

APPRAISAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ACA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY 2341 Engelwood Dr, Pittsburgh, PA 15241
2 SELLER Marcella M Lantzman
3 BUYER Nathan A Haerr, Diana M. Haerr

- 4 1. The Agreement of Sale is contingent upon the Property being appraised...
5 financing) and at a value that is equal to or higher than:
6 [] \$ _____
7 [X] The Purchase Price
8 2. Contingency Period: _____ days (30 if not specified) from the Execution Date of the Agreement.
9 Within the Contingency Period, Buyer may obtain an appraisal of the Property from a Pennsylvania certified appraiser.
10 financing, the appraisal shall be performed by a Pennsylvania certified appraiser selected by the lender to whom Buyer has made application
11 for financing. If Buyer is not obtaining financing, the appraisal shall be performed by a Pennsylvania certified appraiser selected by Buyer.
12 (A) If the terms of Paragraph 1 are satisfied, or if the appraisal is not completed within the Contingency Period, Buyer accepts the Property
13 and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.
14 (B) If the terms of Paragraph 1 are not satisfied, Buyer will deliver a copy of the appraisal report to Seller, and Buyer will, within the
15 Contingency Period:
16 1. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
17 the Agreement of Sale, OR
18 2. Enter into a mutually acceptable written agreement with Seller.
19 3. If Buyer does not terminate the Agreement of Sale or enter into a mutually acceptable written agreement with Seller within this Contingency
20 Period, Buyer waives this contingency.

21 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

22 BUYER Nathan A Haerr DATE 7/29/2017
23 BUYER Diana M Haerr DATE 7/29/2017
24 BUYER Diana M Haerr DATE
25 SELLER Marcella M Lantzman DATE 7/30/2017
26 SELLER DATE
27 SELLER DATE



DS MMLT DS DMH

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 1

WPML LISTING # 08/2016 REVISED

SELLER INFORMATION

Seller(s) Name(s): Marcella M Lantzman

Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"):

2341 Engelwood Dr, Pittsburgh, PA 15241-3304

Approximate age of Property: 56 years Years Seller has owned Property: 13 years

NOTICE TO PARTIES

A Seller must comply with the Seller Disclosure Law and disclose to a Buyer all known material defects about the Property being sold that are not readily observable. This document must be completed by the Seller and each page initialed by the Buyer and Seller following their review. This Disclosure Statement is designed to assist the Seller in complying with disclosure requirements and to assist the Buyer in evaluating the Property being considered. This form is to be completed by every non-exempt Seller, even if the Seller does not occupy or never occupied the property. The compliance provisions are generally described in paragraphs 19 and 21 below.

The Real Estate Seller Disclosure Law requires that before an Agreement of Sale is signed, the Seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. 68. P.S. §7301 et seq. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved. The law defines a number of exceptions where the disclosures do not have to be made, and these exceptions are as follows:

- 1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership, or other association to its shareholders, partners, or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship, or trust.
10. Transfers of new construction that has never been occupied when:
a. The buyer has a warranty of at least one year covering the construction;
b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

Except where these exceptions apply, the Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law as they may be amended and is required to make disclosures in accordance with the provisions of the Law. Although there are exceptions to the requirements of the Seller Disclosure Law, certain disclosures may still be required under Common Law.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This Statement is not a warranty of any kind by the Seller or a warranty or representation by the West Penn Multi-List, Inc., any listing real estate broker, any selling real estate broker, or their agents. The Buyer is encouraged to address concerns about any condition of the Property that may not be included in this statement with the Seller and/or by and through an appropriate inspection. This Statement does not relieve the Seller of the obligation to disclose a material defect that may not be addressed on this form.

This form is intended to assist Sellers in complying with the disclosure requirements and/or to assist Buyers in evaluating the property being considered. As such, certain information may be beyond the basic disclosure requirements found in the Law. A Seller who wishes to review the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. In any event, Seller(s) must disclose all known material defects with the property.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is an issue/problem with the residential real Property or any portion of it that would have a significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND OR PROPERTY. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect. When completing this form, check "yes," "no," "unknown (unk)," or "not applicable (N/A)" for each question. If a question does not apply to the property, "N/A" should be selected. "Unknown (unk)" should only be checked when the question does apply to the property but the Seller is uncertain of the answer.

1. SELLER'S EXPERTISE

Table with 2 columns: Yes, No. Rows a, b, c with questions about expertise, landlord status, and real estate license.

Explain any "yes" answers in section 1:

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

Table with 3 columns: Yes, No, Unk. Rows 1-5 with questions about the identity of the individual completing the form.

3. OWNERSHIP/OCCUPANCY

Table with 3 columns: Yes, No, Unk. Rows a-g with questions about ownership, zoning, and occupancy.

PAGE 2

**A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM
 IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)**

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials MLH DMLH

Page 2

WPML LISTING #
08/2016 REVISED

4. ROOF & ATTIC

| | Yes | No | Unk |
|---|-----|----|-----|
| a | | | |
| b | x | | |
| c | | x | |
| d | | x | |

Explain any "yes" answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary. Please also provide all available documentation related to the issues with the roof, including repair efforts or problems.

- (a) Date roof was installed: April 2017 Do you have documentation? Yes No
 (b) Has the roof been replaced, repaired, or overlaid during your ownership?
 (c) Has the roof ever leaked during your ownership?
 (d) Do you know of any current or past problems with the roof, attic, gutters, or downspouts?

Old gutters leaked but have all been replaced, April 2017

5. SUMP PUMPS, BASEMENTS, GARAGES, AND CRAWL SPACES

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| a | | X | | |
| b | | X | | |
| c | | X | | |
| d | | X | | |
| e | | X | | |
| f | X | | | |
| g | X | | | |
| h | X | | | |
| i | | X | | |

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted on the lines below, or a more detailed summary may be attached.

- (a) Does the Property have a sump pump, or grinder pump?
 (b) Does the property have a sump pit? If so, how many? _____ Where are they located? _____
 (c) Are you aware of sump pumps ever being required to be used at this property?
 (d) If there is a sump pump at this address, is the sump pump in working order?
 (e) To your knowledge, if there is a sump pump, has the sump pump been required to operate for any length of time?
 (f) Are you aware of any water leakage, accumulation, or dampness within the basement, garage, or crawl space?
 (g) Do you know of any repairs or other attempts to control any water or dampness problem(s) in the basement, garage, or crawl space?
 (h) Are the downspouts or gutters connected to a public system?
 (i) Does the property have a grinder pump? If so, how many? _____ Where are they located? _____

Minimal dampness on front basement wall. Trim back trees, ensure gutters are clear and clean up area.

6. TERMITES, WOOD-DESTROYING INSECTS, DRY ROT, PESTS

| | Yes | No | Unk |
|---|-----|----|-----|
| a | | X | |
| b | | X | |
| c | | X | |
| d | | X | |

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

- (a) Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the property?
 (b) Are you aware of any damage to the property caused by termites, wood-destroying insects, dry rot, or pests?
 (c) Is the property currently under contract by a licensed pest control company?
 (d) Are you aware of any termite, pest control reports, or treatments to the property?

For purposes of this section, the reference to "pest" is to any insect, rodent, or other creature that has caused damage to, infiltrated and/or threatened to damage the property.

7. STRUCTURAL ITEMS

| | Yes | No | Unk |
|---|-----|----|-----|
| a | | X | |
| b | | X | |
| c | | X | |
| d | | X | |
| e | | X | |
| f | | X | |
| g | | X | |
| h | | X | |
| i | | X | |

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

- (a) Are you aware of any past or present water leakage in the house or other structure in areas other than the roof, basement, and/or crawl spaces?
 (b) Are you aware of any past or present movement, shifting, infiltration, deterioration, or other problem with walls, foundations, or other structural components?
 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Property?
 (d) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?
 (e) Are you aware of any problem with the use or operation of the windows?
 (f) Are you aware of defects (including stains) in flooring or floor coverings?
 (g) Has there ever been fire damage to the Property?
 (h) Are you aware of any past or present water or ice damage to the Property?
 (i) Is the property constructed with an exterior insulating finishing system (known as "EIFS"), such as synthetic stucco, dryvit, or other similar material?

If "yes," provide the installation date: _____

PAGE 3

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

DS MMDL DS DMH

Buyer Initials

Page 3

WPML LISTING # 08/2016 REVISED

8. ADDITIONS/REMODELING

Table with 3 columns: Yes, No, Unk. Row 1: Yes (X), No, Unk.

(a) Have you made any additions, structural changes, or other alterations to the property during your ownership?

Table with 4 columns: If "yes," list additions, structural changes, or alterations; Approximate date of work; Were permits obtained?; Were final inspections/approvals obtained (Yes/No/Unknown). Row 1: 2 story addition to back of house; May-November 2002; Yes; Yes.

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et. seq. (effective 2004), and local codes establish standards for building or altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if they were obtained.

Table with 3 columns: Yes, No, Unk. Row 1: Yes (X), No, Unk. Row 2: Yes, No (X), Unk.

(b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?

(c) Did any former owners of the Property make any additions, structural changes, or other alterations to the Property?

If "yes," please identify the work that was done and indicate whether all necessary permits and approvals were obtained along with compliance with building codes: Yes the work was done in full compliance with numerous inspections by the township officials

9. WATER SUPPLY

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts, on the lines below:

Table with 4 columns: Yes, No, Unk, N/A. Rows A1-12, B1-2, C1-6, a, b.

(A) Source

- 1. Public Water
2. A well on the property
3. Community Water
4. No Water Service (explain):
5. Other (explain):

(B) Bypass valve (for properties with multiple water sources)

- 1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(C) General

- 1. Does the property have a water softener, filter, or other type of treatment system?
If you do not own the system, explain:
2. Have you ever experienced a problem of any nature with your water supply?
If "yes," please explain:
3. If the property has a well, do you know if the well has ever run dry?
4. Is there a well on the property not used as the primary source of drinking water?
5. Is the water system on this property shared?
6. Are you aware of any leaks or other problems, past or present, related to the water supply, pumping system, well, and related items?
If "yes," please explain:
7. Are you aware of any issues/problems with the water supply or well as the result of drilling (for oil, gas, etc.) on the property?
8. Are you aware of any issues/problems with the water supply or well as the result of drilling (for possible oil and gas or any other substance) on any surrounding properties?
9. If your drinking water source is not public: When was your water last tested? Date
(a) Was the test documented?
(b) What was the result of the test?

10. SEWAGE SYSTEM

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

Table with 4 columns: Yes, No, Unk, N/A. Rows A1-12.

(A) What is the type of sewage system?

- 1. Public Sewer
2. Individual on-lot sewage system
3. Individual on-lot sewage system in proximity to well
4. Community sewage disposal system
5. Ten-acre permit exemption
6. Holding tank
7. Cesspool
8. Septic tank
9. Sand mound
10. None
11. None available/permit limitations in effect
12. Other. If "other," please explain:

Note to Seller and Buyer: If this Property is not serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure of the type of sewage facility must be included in every Agreement of Sale.

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

DS [Signature] DS [Signature]

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 4

WPML LISTING # 08/2016 REVISED

10. SEWAGE SYSTEM (continued)

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

Table with 4 columns: Yes, No, Unk, N/A. Rows 1-5.

- (B) Miscellaneous
1. Is there a sewage pump?
2. If there is a sewage pump, is the sewage pump in working order?
3. When was the septic system, holding tank, or cesspool last serviced?
4. Is the sewage system shared? If "yes," please explain:
5. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? If "yes," please explain:

11. PLUMBING SYSTEM

Table with 3 columns: Yes, No, Unk. Rows A 1-7, B 1.

- (A) Type of plumbing:
1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Mixed
7. Other. If "other," please explain:
(B) Known problems
1. Are you aware of any problems with any of your plumbing fixtures (including but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? If "yes," please explain:

12. DOMESTIC WATER HEATING

Table with 3 columns: Yes, No, Unk. Rows A 1-7, B 1-2.

- (A) Type of water heating:
1. Electric
2. Natural Gas
3. Fuel Oil
4. Propane
5. Solar
6. Summer/Winter Hook-Up
7. Other. If "other," please explain:
(B) Known problems and age
1. Are you aware of any problems with any water heater or related equipment? If "yes," please explain:
2. If a water heater is present, what is its age?

13. AIR CONDITIONING SYSTEM

Table with 3 columns: Yes, No, Unk. Rows A 1-8, B 1-2.

- (A) Type of air conditioning:
1. Central electric
2. Central gas
3. Wall Units
4. None
5. Number of window units included in sale: Location(s):
6. List any areas of the house that are not air conditioned:
7. Age of Central Air Conditioning System: 11 years old Date last serviced, if known:
8. Are you aware of any problems with any item in this section? If "yes," explain:
Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

14. HEATING SYSTEM

Table with 3 columns: Yes, No, Unk. Rows A 1-9, B 1-4.

- (A) Type(s) of heating fuel(s) (check all that apply):
1. Electric
2. Fuel Oil
3. Natural Gas
4. Propane
5. Coal
6. Wood
7. Pellet
8. Other. If "other," please explain:
9. Are you aware of any problems with any item in this section? If "yes," please explain:
(B) Type(s) of heating system(s) (check all that apply):
1. Forced Hot Air
2. Hot Water
3. Heat Pump
4. Electric Baseboard

EXHIBIT A Page 20 of 25
A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM
IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

DS
MMDL DS
DMH

Buyer Initials

Page 5

WPML LISTING #
 08/2016 REVISED

14. HEATING SYSTEM (continued)

| | Yes | No | Unk |
|---|-----|----|-----|
| 5 | | | |
| 6 | | | |
| 7 | | | |
| C | | | |
| D | | | |
| E | | | |
| F | | | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| G | | | |
| 1 | | | |
| 2 | | | |
| H | | X | |
| 1 | | | |
| 2 | | | |
| I | | X | |

- 5. Steam
- 6. Wood Stove (How many? _____)
- 7. Other
- (C) Age of Heating System: 11 years old
- (D) Date last serviced, if known: _____
- (E) List any areas of the house that are not heated: _____
- (F) Are there any fireplaces? How many? 3
 - 1. Are all fireplace(s) working?
 - 2. Fireplace types (woodburning, gas, electric, etc.)? gas
 - 3. Were the fireplaces installed by a professional contractor or manufacturer's representative?
- (G) Are there any chimneys (from a fireplace, water heater, or any other heating system)?
 - 1. How many chimney(s)? 2 When were they last cleaned? 8 years ago
 - 2. Are the chimney(s) working? _____ If "no," explain: _____
- (H) Are you aware of any heating fuel tanks on the Property?
 - 1. If "yes," please describe the location(s), including underground tank(s): _____
 - 2. If you do not own the tank(s), explain: _____
- (I) Are you aware of any problems or repairs needed regarding any item in this section? If "yes," please explain: _____

15. ELECTRICAL SYSTEM

| | Yes | No | Unk |
|---|-----|----|-----|
| A | | | |
| 1 | | | |
| 2 | X | | |
| 3 | | X | |
| 4 | | X | |

- (A) Type of electrical system:
 - 1. Fuses
 - 2. Circuit Breakers - How many amps? _____
 - 3. Are you aware of any knob and tube wiring in the home?
 - 4. Are you aware of any problems or repairs needed in the electrical system?
- If "yes," please explain: _____

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE):

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

| | Yes | No | Unk |
|---|-----|----|-----|
| A | X | | |
| 1 | X | | |
| B | X | | |
| 1 | X | | |
| C | X | | |
| 1 | | | |
| D | X | | |
| E | | | |
| 1 | X | | |
| 2 | | | |
| F | X | | |
| 1 | X | | |
| 2 | X | | |
| G | | X | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| H | | X | |
| 1 | | | |
| I | X | | |
| J | X | | |
| K | X | | |
| L | X | | |
| M | X | | |
| N | | X | |
| O | X | | |
| P | X | | |
| Q | X | | |
| 1 | | | |

- (A) Electric garage door opener. Number of transmitters: 2
 - 1. Are the transmitters in working order?
 - (B) Keyless entry?
 - 1. Is the system in working order?
 - (C) Smoke detectors? How many? 8
 - 1. Location of smoke detectors: 1 per basement (2), foyer, 2nd floor hall, laundry, master bed, kids bed 1 and kids bed 2
 - (D) Carbon Monoxide and/or other detectors? Identify other types of detectors, if applicable, and their location(s):
Upstairs hall at top of stairs
 - (E) Security Alarm system?
 - 1. If "yes," is system owned?
 - 2. Is system leased? If system is leased, please provide lease information: _____
 - (F) Lawn sprinkler system?
 - 1. Number of sprinklers: 42 Automatic timer?
 - 2. Is the system in working order?
 - (G) Swimming Pool?
 - 1. Is it in ground?
 - 2. Is it out of ground?
 - 3. Other (please explain): _____
 - 4. Pool heater?
 - 5. In working order?
 - 6. Pool cover?
 - 7. List all pool equipment: _____
 - (H) Spa/Hot Tub/Whirlpool Tub/Other similar equipment? Explain: _____
 - 1. Are there covers available?
 - (I) Refrigerator?
 - (J) Range/Oven?
 - (K) Microwave?
 - (L) Convection Oven?
 - (M) Dishwasher?
 - (N) Trash Compactor?
 - (O) Garbage Disposal?
 - (P) Freezer?
 - (Q) Are the items in this sections (H) – (P) in working order? If "no," please explain: _____
1. Please also identify the location if these items are not in the kitchen. _____

DS MMLT DS DMH

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

WPML LISTING # 08/2016 REVISED

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE) (continued):

Table with columns Yes, No, Unk and rows for various equipment types: (R) Washer, (S) Dryer, (T) Intercom system, (U) Ceiling fans, (V) Awnings, (W) Attic Fan(s), (X) Exhaust Fans, (Y) Storage Shed, (Z) Deck, (AA) Any type of invisible animal fence, (BB) Satellite dish, (CC) Describe any equipment, appliance or items not listed above, (DD) Are any items in this section in need of repair or replacement?

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES)

Table with columns Yes, No, Unk and rows for land issues: (A) Are you aware of any fill or expansive soil on the Property?, (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or that affect the Property?, (C) Are you aware of any existing or proposed mining, strip mining, or any other excavations that might affect this Property?, (D) Do you currently have a flood insurance policy on this property?

NOTE TO BUYER: THE PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND INFORMATION ON MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIRONMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND, 25 TECHNOLOGY DRIVE, CALIFORNIA TECHNOLOGY PARK, COAL CENTER, PA 15423, 1-800-922-1678 OR 724-769-1100.

Table with columns Yes, No, Unk and rows for flood and drainage issues: (E) To your knowledge, is the Property, or part of it, located in a flood zone or wetlands area?, (F) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?, (G) Do you know of encroachments, boundary line disputes, rights of way, or easements?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the Property, and the Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the Property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the County before entering into an agreement of sale.

Table with columns Yes, No, Unk and rows for shared areas and surveys: (H) Are you aware of any shared or common areas (i.e., driveways, bridges, docks, walls, etc.) or maintenance agreements?, (I) Do you have an existing survey of the Property?, (J) Does the Property abut a public road?, (K) Is the Property, or a portion of it, preferentially assessed for tax purposes or subject to limited development rights?, (L) Has the property owner(s) attempted to secure mine subsidence insurance?, (M) Has the property owner(s) obtained mine subsidence insurance?, (N) Are you aware of any sinkholes that have developed on the property?, (O) Do you know the location and condition of any basin, pond, ditch, drain, swell, culvert, pipe, or other man-made feature of land that temporarily or permanently conveys or manages stormwater for the property?, (P) If the answer to subparagraph (O) above is "yes:"

PAGE 7

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER WPML SELLER DISCLOSURE STATEMENT

DS DML

Seller Initials MMDL

Buyer Initials

Page 7

WPML LISTING # 08/2016 REVISED

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES) (continued)

Table with 3 columns: Yes, No, Unk. Row Q is empty.

(Q) If the maintenance responsibility referenced in subparagraph (P) above is with another person or entity, please identify that person or entity by name and address, and also identify any documents the Owner believes establish this maintenance responsibility.

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property. Explain any "yes" answers in this section:

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

Table with 4 columns: Yes, No, Unk, N/A. Rows A-H contain 'X' marks in the No column.

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary. (A) Are you aware of any underground tanks... (B) Are you aware of any past or present hazardous substances... (C) Are you aware of sewage sludge... (D) Are you aware of any tests for mold, fungi, or indoor air quality... (E) Other than general household cleaning, have you taken any efforts to control or remediate mold... (F) Are you aware of any dumping on the Property? (G) Are you aware of the presence of an environmental hazard or biohazard... (H) Are you aware of any tests for radon gas...

Table with 4 columns: DATE, TYPE OF TEST, RESULTS (picocuries/liter or working levels), NAME OF TESTING SERVICE.

Table with 4 columns: Yes, No, Unk, N/A. Row I has 'X' in the Yes column.

(I) Are you aware of any radon removal system on the Property? If "yes," list date installed and type of system, and whether it is in working order below: WORKING ORDER

Table with 4 columns: DATE INSTALLED, TYPE OF SYSTEM, PROVIDER, Yes, No. Row I: November 2001, Radon Detection and Control, Radon Detection and Control, X, .

Table with 4 columns: Yes, No, Unk, N/A. Rows J, K, L, M contain 'X' marks in the No column.

(J) If Property was constructed, or if construction began before 1978, you must disclose any knowledge of lead-based paint on the Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property? 1. If "yes," explain how you know of them, where they are, and the condition of those lead-based paint surfaces: (K) If Property was constructed, or if construction began before 1978, you must disclose any reports or records of lead-based paint or lead based paint hazards on the Property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? 1. If "yes," list all available reports and records: (L) Are you aware of testing on the Property for any other hazardous substances or environmental concerns? (M) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in this section: Details:

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination, lead-based paint, or other environmental concerns. If mold contamination, indoor air quality, lead-based paint, or any other type of environmental issue is a concern, Buyers are encouraged to engage the services of a qualified professional to do testing. Information on environmental issues is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO: P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE)

Table with 4 columns: Yes, No, Unk. Rows 1-4 are empty.

(A) Please indicate whether the property is part of a: 1. Condominium Association 2. Cooperative Association 3. Homeowners Association or Planned Community 4. Other: If "other," please explain:

NOTICE TO BUYER: Notice regarding condominiums, cooperatives, and homeowners' associations: According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S. §3407) (Relating to resales of units) and 68 Pa. C.S. §4409 (Relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association. The Buyer will have the option of canceling the Agreement with return of all deposit moneys until the Certificate has been provided to the Buyer and for five days thereafter or until conveyance, whichever occurs first. The Seller must be sure the Buyer receives a Resale Certificate. In addition, a Buyer of a Resale Unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees, or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five (5) days thereafter or until conveyance, whichever occurs first.

DS MMLT
DS DMH

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 8

WPML LISTING #
08/2016 REVISED

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE) (continued)

| B | Yes | No | Unk |
|---|-----|----|-----|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

- (B) Damages/Fees/Miscellaneous Other
- Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?
 - Do you know of any condition or claim which may result in an increase in assessments or fees?
 - What are the current fees for the Association(s)? _____
 - Are the Association fees paid: Monthly Quarterly Annually Other
 - Are there any services or systems that the Association or Community is responsible for supporting or maintaining?
 - Is there a capital contribution or initiation fee? If so, how much is said fee? _____

If your answer to any of the above is "yes," please explain each answer: _____

20. MISCELLANEOUS

| A | Yes | No | Unk |
|---|-----|----|-----|
| A | | X | |
| B | | X | |
| C | | X | |
| D | X | | |
| E | | X | |
| F | | X | |

- Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.
- Are you aware of any existing or threatened legal action affecting the Property?
 - Do you know of any violations of federal, state, or local laws or regulations relating to this Property?
 - Are you aware of any public improvement, condominium, or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety, or fire ordinances that remain uncorrected?
 - Are you aware of any judgment, encumbrances, lien (for example, comaker or equity loan), or other debt against this Property that cannot be satisfied by the proceeds of this sale?
 - Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Property?
 - Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

A material defect is an issue/problem with the Property or any portion of it that would have significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect.

| | | | |
|---|--|---|--|
| G | | X | |
| H | | X | |
| I | | X | |
| J | | X | |

- Are you aware if the sale of this property would be subject to the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445, as may be amended, which provides that a Buyer must withhold ten (10%) percent of the amount realized by a foreign Seller from the sale of an interest in U.S. Real Property? If the Seller is a foreign person and the Buyer fails to withhold this amount, the Buyer may be held liable for the tax.
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?
- Are you aware of any insurance claims filed relating to the Property?
- Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set-back violations, zoning changes, road changes, pending land use appeals, pending municipal improvements, pending tax assessment appeals, etc.?

If any answer in this section is "yes," explain in detail: _____

| | | | |
|---|--|---|--|
| K | | X | |
| L | | X | |

- Have you ever attempted to obtain insurance of any nature for the property and were rejected?
- Are you aware of a lease of the oil, gas, or mineral rights being agreed to for this particular property?

Explain any "yes" answers by including specific information concerning the lease agreement(s) as well as the lease terms: _____

| | | | |
|---|--|---|--|
| M | | X | |
| N | | X | |
| O | | X | |

- Are you aware if any drilling has occurred on this property?
- Are you aware if any drilling is planned for this property?
- Are you aware if any drilling has occurred or is planned to occur on nearby property?

If the answer is "yes" to any of these items, please explain: _____

| P | Yes | No | Unk |
|---|-----|----|-----|
| 1 | | X | |
| 2 | | X | |
| 3 | | X | |
| 4 | | X | |
| 5 | | X | |
| 6 | | X | |

- (P) Are you aware of the transfer, sale, and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?
- Natural Gas
 - Coal
 - Oil
 - Timber
 - Other minerals or rights such as hunting rights, quarrying rights, or farming rights
 - Have you been approached by an Oil & Gas Company to lease your OGM rights?
If "yes," please provide the name of the company: _____

If the answer is "yes" to any of these items, please explain: _____

Buyer(s) acknowledge their right to investigate any of the rights or issues described within this Seller Disclosure Statement prior to signing or entering into the Agreement of Sale. The Buyer(s) acknowledge they have the option or right to investigate the status of any of the property rights by, among other means, obtaining a title examination of unlimited years, engaging legal counsel, conducting a search of the public records in the County Office of the Recorder of Deeds and elsewhere. Buyer(s) also expressly acknowledge the right to investigate the terms of any existing Leases to determine if the Buyer may be subject to the terms of these Leases. Please explain any "yes" answers in Section 20 above. _____

PAGE 9

Exhibit A Page 24 of 25
A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM
IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

DS DS
MMLH DMH

Seller Initials MMDL

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 9

WPML LISTING #
08/2016 REVISED

21. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

In Pennsylvania, a Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law. These requirements are generally described in the notice found on the first page of this document. This law requires the Seller in a residential transfer of real estate to make certain disclosures regarding the property to potential Buyers. The notice is to be provided in a form defined by law and is required before an agreement of sale is signed. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where not less than one (1) and not more than four (4) residential dwelling units are involved. In transactions involving a condominium, homeowners association, or cooperative, the disclosure is to specifically refer to the Seller's Unit. Disclosure regarding common areas or facilities within such associations are not specifically required in this Disclosure Statement. However, compliance with the requirements that govern the resale of condominium, homeowner association, and cooperative interests is required as defined by the Uniform Condominium Act of Pennsylvania, the Uniform Planned Community Act of Pennsylvania, and/or the Real Estate Cooperative Act as such Act may be amended.

Seller(s) shall attach additional sheets to this Disclosure Statement if additional space is required for their answer to any section herein and these sheets are considered part of this Disclosure Statement. The undersigned Seller(s) represents that the information set forth in this Disclosure Statement is accurate and complete to the best of the Seller's knowledge. The Seller hereby authorizes the Listing Broker to provide this information to prospective Buyers of the Property and to other real estate agents. **THE SELLER ALONE IS RESPONSIBLE FOR THE COMPLETION AND ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. The Broker, Agent, and/or West Penn Multi-List, Inc. are not responsible for the information contained herein. THE SELLER SHALL CAUSE THE BUYER TO BE NOTIFIED IN WRITING OF ANY INFORMATION SUPPLIED ON THIS FORM WHICH IS RENDERED INACCURATE BY A CHANGE IN THE CONDITION OF THE PROPERTY FOLLOWING THE COMPLETION OF THIS FORM. THE SELLER SHALL PROMPTLY NOTIFY THE BUYER OF ANY SUCH CHANGES IN THE CONDITION OF THE PROPERTY.**

West Penn Multi-List, Inc. has not participated, in any way, in providing information in this statement. Seller is responsible to complete this form in its entirety. Every Seller signing a Listing Contract must sign this statement.

SELLER *Marcella M Lantzman*
Marcella M Lantzman

DATE July 17, 2017

SELLER _____

DATE _____

SELLER _____

DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY*

The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE _____

DATE _____

Please indicate capacity/title of person signing and include documentation.

CORPORATE LISTING

The undersigned has never occupied the Property. Any information contained in this Disclosure Statement was obtained from third-party sources and Buyer should satisfy himself or herself as to the condition of the Property.

DATE _____

Please indicate capacity/title of person signing and include documentation.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement and that the representations made herein have solely been made by the Seller(s). The Buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the Buyer is purchasing this Property in its present condition. It is the Buyer's responsibility to satisfy himself or herself as to the condition of the Property. The Buyer may request that the Property be inspected, at the Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER *Nathan A Haerr*
DocuSigned by:
78426DDD9582498...

DATE 7/29/2017

BUYER *Diana M Haerr*
78426DDD9582498...

DATE 7/29/2017

BUYER _____

DATE _____

* The undersigned has never occupied the property and lacks personal knowledge necessary to complete this Seller Disclosure. However, in the event that the individual completing this form does have such knowledge necessary to complete the form, this fact should be disclosed and the form completed. Individuals holding a Power of Attorney must complete this document based upon the Principal's knowledge. If the Principal is unable to complete the form, an Addendum should be completed and attached to explain the circumstances. The holder of the Power of Attorney must disclose defects of which they have knowledge.

WEST PENN MULTI-LIST, INC. RESIDENTIAL DISCLOSURE FORM FOR PROPERTIES BUILT PRIOR TO 1978 DISCLOSING INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Rev. 4/2012

PROPERTY ADDRESS: 2341 Engelwood Dr, Pittsburgh, PA 15241

(Complete Street, City and ZIP code)

SELLER'S NAME: Marcella M Lantzman

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 AND INITIALED IN EACH BOX BELOW AS APPROPRIATE

A. 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.

NOTICE: The inspection referenced herein must be performed by an inspector who is properly certified as required by Federal Law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

___ / ___ [] (a) Known lead-based paint and/or lead-based paint hazards are present in or about the Property (if so, provide the basis for determining that lead-based paint and/or lead-based hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning the seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property):

___ / ___ [x] (b) Seller has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

___ / ___ [] (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the Property (list documents):

___ / ___ [x] (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

C. AGENT ACKNOWLEDGEMENT AND CERTIFICATION:

Agent/Licensee has informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act., 42 U.S. §4852(d), and is aware of Agent's responsibility to ensure such compliance. The Agent/Licensee has informed Seller of the obligation to provide the Buyer with a Federally approved pamphlet on lead poisoning prevention and the approved pamphlet has been presented to the Buyer prior to the Buyer signing the Acknowledgement set forth below.

The following have reviewed the information above and certify that the Agent statements are true and correct to the best of their knowledge and belief. Seller Agent and Buyer Agent must both sign and date this form.

BROKER FOR SELLER (Company Name) Howard Hanna Real Estate

AGENT/LICENSEE Maureen Cavanaugh DATE

BROKER FOR BUYER (Company Name) Howard Hanna Real Estate Services

AGENT/LICENSEE Diane Horvath DATE

D. BUYER'S ACKNOWLEDGMENT:

Buyer has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead Warning Statement.

Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above.

Buyer has (initial (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the premises of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

E. CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Marcella M Lantzman 7/30/2017 Date

Seller Maureen Cavanaugh Date

Agent Maureen Cavanaugh Date

DocuSigned by: Nathan A Haerr 7/29/2017 Date

Buyer Diana M Haerr 7/29/2017 Date

Agent Diane Horvath Date

Label Matrix for local noticing
0315-2

Case 15-21857-GLT
WESTERN DISTRICT OF PENNSYLVANIA
Pittsburgh
Mon Aug 7 21:05:37 EDT 2017

BMW of North America, LLC
300 Chestnut Ridge Road
Woodcliff Lake, NJ 07677-7739

CACH, LLC
4340 S. Monaco Street, 2nd Fl.
Denver, CO 80237-3485

Citi Cards/Citibank
PO Box 6241
Sioux Falls, SD 57117-6241

DSNB/Macy's
PO Box 8218
Mason, OH 45040-8218

Discover Card
PO Box 71084
Charlotte, NC 28272-1084

Patricia Wozniak Henk
Law Office of Patricia Wozniak Henk
401 Liberty Ave. #1325
Pittsburgh, PA 15222-1010

Internal Revenue Service
Attn: Donna J. Reid
162 West Chestnut Street
Washington, PA 15301-4486

Andrew H. Lantzman
2341 Engelwood Drive
Pittsburgh, PA 15241-3304

Jill Manuel-Coughlin
Powers Kirn & Associates, LLC
Eight Neshaminy Interplex
Suite 215
Trevose, PA 19053-6980

BMW Bank of North America, Inc. Department
P.O. Box 201347
Arlington, TX 76006-1347

Bank of America
7105 Corporate Drive
Plano, TX 75024-4100

CERASTES, LLC
C O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Citizens Bank, N.A.
Attn: C. Koutsogiane
Managed Assets Dept., ROP30B
One Citizens Dr
Riverside, RI 02915-3019

Department Stores National Bank For Macys Br
Bankruptcy Processing
Po Box 8053
Mason, OH 45040-8053

ECAST SETTLEMENT CORPORATION, ASSIGNEE
OF CITIBANK, N.A.
POB 29262
NEW YORK, NY 10087-9262

Huntington National Bank
PO Box 1558
Columbus, OH 43216-1558

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Marcella M. Lantzman
2341 Engelwood Drive
Pittsburgh, PA 15241-3304

Michael C. Mazack
Tucker Arensberg
One PPG Place
Suite 1500
Pittsburgh, PA 15222-5413

(P)BMW FINANCIAL SERVICES
CUSTOMER SERVICE CENTER
PO BOX 3608
DUBLIN OH 43016-0306

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Chase Bank USA
PO Box 15298
Wilmington, DE 19850-5298

(p)COLUMBIA GAS
290 W NATIONWIDE BLVD 5TH FL
BANKRUPTCY DEPARTMENT
COLUMBUS OH 43215-4157

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

Robert C. Edmundson
Office of Attorney General
564 Forbes Avenue
5th Floor, Manor Complex
Pittsburgh, PA 15219-2992

Internal Revenue Service
Special Procedures Division
P.O. Box 628
Bankruptcy Section
Pittsburgh, PA 15230

Jordan Tax Service
102 Rahway Road
McMurray, PA 15317-3349

Jill Locnikar
U.S. Attorney's Office
700 Grant Street, Suite 4000
Pittsburgh, PA 15219-1955

Laurence A. Mester
Mester & Schwartz, P.C.
1333 Race Street
Philadelphia, PA 19107-1556

Midland Credit Management, Inc. as agent for
MIDLAND FUNDING LLC
PO Box 2011
Warren, MI 48090-2011

Office of Attorney General Department of Rev
Robert C. Edmundson
564 Forbes Avenue
Pittsburgh, PA 15219-2908

Office of the United States Trustee
Liberty Center.
1001 Liberty Avenue, Suite 970
Pittsburgh, PA 15222-3721

Pennsylvania American Water
P.O. Box 578
Alton, IL 62002-0578

Pennsylvania American Water
PO Box 371412
Pittsburgh, PA 15250-7412

Pennsylvania Department of Revenue
Bankruptcy Division PO Box 280946
Harrisburg, Pa. 17128-0946

Pennsylvania Dept. of Revenue
Department 280946
P.O. Box 280946
ATTN: BANKRUPTCY DIVISION
Harrisburg, PA 17128-0946

Reed Pirain
PPM Realty
1308 Peermont Ave.
Pittsburgh, PA 15216-2218

Recovery Management Systems Corporation
25 S.E. Second Avenue
Suite 1120
Miami, FL 33131-1605

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

The Huntington National Bank
P.O. Box 89424
Cleveland, OH 44101-6424

Brian C. Thompson
Thompson Law Group, P.C.
125 Warrendale-Bayne Road
Suite 200
Warrendale, PA 15086-6504

Township of Upper St. Clair
Tucker Arensberg, PC
Attn: Michael C. Mazack, Esquire
1500 One PPG Place
Pittsburgh, PA 15222-5413

Township of Upper St. Clair
c/o Michael C. Mazack, Esquire
Tucker Arensberg, PC
1500 One PPG Place
Pittsburgh, PA 15222-5413

US Bank National Association
8742 Lucent Blvd.
Suite 300
Littleton, CO 80129-2386

United States of America Department of the T
c/oOffice of U.S. Atty for W.D. of PA
U.S. Post Office & Courthouse
700 Grant Street, Suite 4000
Pittsburgh, PA 15219-1956

Upper St. Clair School District
Tucker Arensberg, P.C.
c/o Michael C. Mazack, Esquire
1500 One PPG Place
Pittsburgh, PA 15222-5413

Upper St. Clair School District
and Township of Upper St. Clair
c/o Michael C. Mazack, Esquire
Tucker Arensberg, PC
1500 One PPG Place
Pittsburgh, PA 15222-5413

WELLS FARGO BANK, N.A
ATTN: BANKRUPTCY DEPARTMENT
MAC# D3347-014
3476 STATEVIEW BLVD.
FORT MILL, SC 29715
Telephone number: (800) 274-7025email: p 29715-7203

Wells Fargo Home Mortgage
PO Box 6423
Carol Stream, IL 60197-6423

West Penn Power
PO Box 3615
Akron, OH 44309-3615

eCAST Settlement Corporation
PO Box 29262
New York NY 10087-9262

Heather A. Sprague on Behalf of the United S
Office of the United States Trustee
Liberty Center, Suite 970
1001 Liberty Avenue
Pittsburgh, PA 15222-3714

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

BMW Financial Services
P.O. Box 78103
Phoenix, AZ 85062

(d)BMW Financial Services NA, LLC
P.O. Box 3608
Dublin, OH 43016

Bank of America
PO Box 15019
Wilmington, DE 19886

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

| | | | |
|------------------------------|---------------------------|---------------------|----|
| (u)BMW Bank of North America | (u)WELLS FARGO BANK, N.A. | End of Label Matrix | |
| | | Mailable recipients | 52 |
| | | Bypassed recipients | 2 |
| | | Total | 54 |