

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

IN RE:

BONNIE COPPLE,

Bankruptcy No. 16-22564-GLT

Debtor,

Chapter 11

vs.

Document No.

BONNIE COPPLE,

Movant,

vs.

**INTERNAL REVENUE SERVICE,
PENNSYLVANIA DEPARTMENT OF
REVENUE, LAWRENCE COUNTY
TAX CLAIM OFFICE, COMMONWEALTH
OF PENNSYLVANIA DEPARTMENT OF
COMMUNITY AND ECONOMIC DEVELOPMENT,
HUNTINGTON NATIONAL BANK, FIRST
NATIONAL BANK OF PA, METAL SERVICES
LLC, PHOENIX SERVICES LLC, REED OIL
COMPANY, CAPITAL ONE BANK USA,**

Respondents.

**MOTION FOR SALE OF PROPERTY
FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**

AND NOW comes Bonnie Copple, by and through her Counsel, Robert O Lampl, John P. Lacher, David L. Fuchs and Ryan J. Cooney and files this **MOTION FOR SALE OF PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**, as follows:

1. The Movant is Bonnie Copple, the Debtor in this Chapter 11 Case.
2. This Case was commenced on July 11, 2016.
3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1334, 28 U.S.C. Section 157 and 11 U.S.C. Section 363.

4. The Movant is the co-owner of certain Real Property situate at 3459 Tuscarora Drive, New Castle, PA 16105. The Debtor's spouse and co-owner of the Real Property, Patrick Cople, consents and joins in this Motion for Sale.

5. The Movant has received an offer to purchase the Real Property as set forth in the Purchase and Sale Agreement dated December 5, 2016 from Jay Martin, an adult individual, or his assigns ("Buyer"). An executed copy of the Purchase and Sale Agreement is attached hereto and made part hereof as **EXHIBIT A**. The Real Property is more fully described in the property description which is attached hereto and made part hereof as **EXHIBIT B**.

6. The Movant has executed the above-referenced Purchase and Sale Agreement by and between Jay Martin ("Buyer") and co-owners, Patrick and Bonnie Cople for the purchase price of Two-Hundred Thousand Dollars (\$200,000.00).

7. The Respondents which may hold liens, claims and encumbrances against the Real Property are as follows:

- a.) Internal Revenue Service;
- b.) Commonwealth of Pennsylvania Department of Revenue;
- c.) Lawrence County Tax Office;
- d.) Commonwealth of Pennsylvania Department of Community and Economic Development;
- e.) Huntington National Bank;
- f.) First National Bank of PA;
- g.) Metal Services LLC;
- h.) Phoenix Services LLC,
- i.) Reed Oil Company;

j.) Capital One Bank USA

A true and correct copy of the Lien Report regarding the Real Property is attached hereto and made part hereof as **EXHIBIT C**.

8. The liens, claims and encumbrances will be transferred to the proceeds of the sale, if and to the extent that they may be determined to be valid liens against the Real Property in accordance with their validity and priority.

9. The Real Property is being sold as-is, where-is.

10. The Movant believes that the proposed sale is fair and reasonable and acceptance and approval of the same is in the best interest of this Estate.

WHEREFORE, the Movant respectfully requests that this Honorable Court enter an Order approving the sale of the Real Property free and clear of all liens, claims and encumbrances.

Respectfully Submitted,

Date: January 20, 2017

/s/ Robert O Lampl
ROBERT O LAMPL
PA I.D. #19809
JOHN P. LACHER
PA I.D. #62297
DAVID L. FUCHS
PA I.D. #205694
RYAN J. COONEY
PA I.D. #
Counsel for the Debtor
960 Penn Avenue, Suite 1200
Pittsburgh, PA 15222
(412) 392-0330 (phone)
(412) 392-0335 (facsimile)
Email: rlampl@lamplaw.com

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**INTERNAL REVENUE SERVICE,
PENNSYLVANIA DEPARTMENT OF
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TAX CLAIM OFFICE, COMMONWEALTH
OF PENNSYLVANIA DEPARTMENT OF
COMMUNITY AND ECONOMIC DEVELOPMENT,
HUNTINGTON NATIONAL BANK, FIRST
NATIONAL BANK OF PA, METAL SERVICES
LLC, PHOENIX SERVICES LLC, REED OIL
COMPANY, CAPITAL ONE BANK USA,**

Respondents.

CERTIFICATE OF SERVICE

I, Robert O Lampl, hereby certify, that on the 20th day of January, 2017, a true and correct copy of the foregoing **MOTION FOR SALE OF PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES** was served upon the following (*via First-Class U.S. Mail*):

Office of the U.S. Trustee
970 Liberty Center
1001 Liberty Avenue
Pittsburgh, PA 15222

Lisa DiCerbo
IRS – Office of Chief Counsel
Moorhead Federal Building, Room 806
1000 Liberty Avenue
Pittsburgh, PA 15222
(Counsel for the Internal Revenue Service)

Robert C. Edmundson
Office of Attorney General
564 Forbes Avenue
5th Floor, Manor Complex
Pittsburgh, PA 15219
(Counsel for Office of Attorney General – PA Department of Revenue)

Lawrence County Tax Claim Office
Lawrence County Government Center
Tax Claim Office-430 Court Street
New Castle, PA 16101
Attn: Artishia Foster, Tax Claim Director

Joshua J. Vechio
Commonwealth of Pennsylvania
Department of Community and Economic Development
Commonwealth Keystone Bldg.
400 North Street, 4th Floor
Harrisburg, PA 17120-0225
(Counsel for Commonwealth of PA Dept. of Community & Econ. Dev.)

John R. O’Keefe, Jr.
Metz Lewis LLC
11 Stanwix Street, 18th Floor
Pittsburgh, PA 15222
(Counsel for Huntington National Bank)

Jillian Nolan Snider
Tucker Arensberg PC
1500 One PPG Place
Pittsburgh, PA 15222
(Counsel for First National Bank of PA)

Susanne Dellavalla Jones
1617 JFK Blvd., Suite 1500
Philadelphia, PA 19103-1815
(Counsel for Metal Services LLC and Phoenix Services LLC)

Michael J. McCague
Griffith, McCague & Wallace PC
408 Cedar Avenue
Pittsburgh, PA 15212
(Counsel for Metal Services LLC and Phoenix Services LLC)

Charles Y Mansell
Huntington Bank Bldg., Suite 532
14 North Mercer Street
New Castle, PA 16101-3791
(Counsel for Metal Services LLC and Phoenix Services LLC)

Phillip L. Clarke, Jr.
1429 New Butler Road, Suite 8
New Castle, PA 16101
(Counsel for Reed Oil Company)

Michael F. Ratchford
409 Lackawanna Ave., Suite 320
Scranton, PA 18503
(Counsel for Capital One Bank USA)

Carol A. DiPrinzio
Brian T. Lamanna
McCabe, Weisberg and Conway, P.C.
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
(Counsel for Huntington National Bank)

Date: January 20, 2017

/s/ Robert O Lampl
ROBERT O LAMPL
PA I.D. #19809
JOHN P. LACHER
PA I.D. #62297
DAVID L. FUCHS
PA I.D. #205694
RYAN J. COONEY
PA I.D. #319213
960 Penn Avenue, Suite 1200
Pittsburgh, PA 15222
(412) 392-0330 (phone)
(412) 392-0335 (facsimile)
Email: rlampl@lampllaw.com

BR: 851 PG 656

Property Report for Order Number:

030502160843142

RE: COPPLE , PATRICK

LOAN #: 031221605050IV

- LEGAL DESCRIPTION -

GRANTEE: PATRICK COPPLE & BONNIE L. COPPLE, HIS WIFE
PARCEL NUMBER: 25-305012

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF NESHANNOCK, COUNTY OF LAWRENCE, IN THE COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: WITH THE ASSESSMENT NUMBER 25-305012 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 11-22-91, AND RECORDED 1-2-92, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED BOOK 1006, PAGE 113.

I hereby certify that this document is recorded in the Recorder's Office of Lawrence County, Pennsylvania.



Robert L. Kalajainen
Recorder of Deeds

Report Date: Monday, May 12, 2003

EXHIBIT B

PURCHASE AND SALE AGREEMENT



- 1 (a) BUYER NAME(s): JAY MARTIN
- 2 (b) SELLER NAME(s): PATRICK AND BONNIE COPPLE
- 3 (c) PROPERTY ADDRESS and/or DESCRIPTION: Buyer agrees to purchase and Seller agrees to sell the real property identified as:
- 4 3459 TUSCARORA DR.
- 5 NEW CASTLE, PA 16105, LAWRENCE County, Tennessee PA
- 6 (d) PURCHASE PRICE: \$ 200,000, TWO HUNDRED THOUSAND Dollars,
- 7 to be paid in cash or equivalent good funds at closing.
- 8 (e) EARNEST MONEY: \$ 50,000 valid check or money order payable to Escrow Agent: WIRED FUNDS
- 9 _____, whose address is: _____
- 10 will be promptly delivered to Escrow Agent no later than 5:00 PM, three (3) calendar days after the Acceptance Date.
- 11 (f) CLOSING, EXPIRATION, & POSSESSION DATE: _____, This is the date that the sale will
- 12 be closed, or this Agreement will expire on this date at 11:59 PM. If this is not a business day, this date will be extended to the
- 13 next business day. Any other change in this date must be agreed to in writing by all parties. Possession of the entire property will
- 14 be given to the Buyer at the time of closing, unless a different time of possession is agreed to in a separate *Occupancy Agreement*.
- 15 (g) ITEMS INCLUDED OR EXCLUDED: Included, if present, as part of the property sale: all real estate, buildings,
- 16 improvements, appurtenances (rights and privileges), and fixtures. Fixtures include all things which are attached to the
- 17 structure(s) by nails, screws, or other permanent fasteners, including, but not limited to all of the following, if present:
- 18 attached light fixtures and bulbs, ceiling fans, attached mirrors; heating and cooling equipment and thermostats; plumbing
- 19 fixtures and equipment; all doors and storm doors; all windows, screens, and storm windows; all window treatments
- 20 (draperies, curtains, blinds, shades, etc.) and hardware; all wall-to-wall carpet; all built-in kitchen appliances and stove; all
- 21 bathroom fixtures; gas logs, fireplace doors and attached screens; all security system components and controls; garage door
- 22 openers and all remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills;
- 23 all fencing, landscaping and outdoor lighting; and mail boxes.
- 24 Other items included in the sale: _____
- 25 _____
- 26 _____
- 27 Items that are not included in the sale: _____
- 28 Leased items: _____
- 29 (h) CLOSING COSTS: Unless otherwise stated in Special Stipulations or Addenda, closing costs are to be paid as follows:
- 30 Seller must pay all Seller's existing loans, liens and related costs affecting the sale of the property, Seller's settlement fees,
- 31 real estate commissions, the balance on any leased items that remain with the property, and a title insurance policy with
- 32 Buyer to receive benefit of simultaneous issue. Any existing rental or lease deposits must be transferred to Buyer at closing.
- 33 Buyer must pay transfer taxes, deed and deed of trust recording fees, association transfer fees, hazard and any other
- 34 required insurance, Buyer's settlement fees, and all Buyer's loan related or lender required expenses.
- 35 (i) PRORATIONS, TAXES & ASSESSMENTS: The current year's property taxes, any existing tenant leases or rents,
- 36 association or maintenance fees, (and if applicable, any remaining fuel), will be prorated as of the date of closing. Taxes for
- 37 prior years and any special assessments approved before date of closing must be paid by Seller at or before closing. If
- 38 applicable, roll back taxes or any tax or assessment that cannot be determined by closing date should be addressed in
- 39 Special Stipulations or Addenda and will survive the closing.
- 40 (j) HOME PROTECTION PLANS: Home Protection plans available for purchase are waived, unless addressed in Special
- 41 Stipulations. Buyer and Seller understand that an administrative fee may be paid to the Real Estate Company if plan is purchased.
- 42 (k) SPECIAL STIPULATIONS: The following special stipulations, if in conflict with any language contained within the 3 pages of
- 43 this *Purchase and Sale Agreement*, will control: _____
- 44 BUYER AGREES TO ACCEPT ALL DEFICIENCIES AS
- 45 NOTED IN INSPECTION REPORT INCLUDING SIDE YARD
- 46 AND BACKYARD ENCLOSUREMENTS.
- 47 _____
- 48 _____
- 49 _____
- 50 _____
- 51 (l) TIME IS OF THE ESSENCE: The failure to meet specified time limits will be grounds for canceling this Agreement.
- 52 (m) FAIR HOUSING AND EQUAL OPPORTUNITY: This Property is being sold without regard to race, color, sex,
- 53 religion, disability, marital status, family status, sexual orientation, age, ancestry, or national origin.

- 54 (n) **LOAN AND APPRAISAL CONTINGENCIES:** This *Agreement* is contingent on Buyer obtaining loan(s) of Buyer's choice.
55 Buyer must deliver to Seller no later than 5:00 PM, ten (10) calendar days after the Acceptance Date a lender's
56 conditional commitment letter proving that: loan application has been made; appraisal has been ordered; loan is not
57 contingent on the sale of any other property (unless otherwise stated in *Agreement*); Buyer has necessary cash reserves; and
58 providing reasonable assurance of Buyer's ability to obtain loan with rates, terms, payments and conditions acceptable to
59 Buyer. Failure to timely provide commitment letter will be grounds for Seller to cancel this *Agreement* by delivering written
60 *Notice* to Buyer, and all Earnest Money must be refunded to Buyer. *VA/FHA Loan Addendum* must be attached if Buyer seeks
61 VA or FHA loan. If loan contingency is waived, Buyer must deliver proof of adequate funds within time period on Line 55.
62 **Appraisal Contingency** - this *Agreement* is also contingent on the appraisal value equaling or exceeding the purchase price.
63 If any repairs are required by the lender, Buyer must deliver to Seller a written list of lender required repairs. Seller must
64 deliver to Buyer, no later than 5:00 PM, three (3) calendar days after receiving the repair list, a written *Notice* stating whether or
65 not Seller will complete the repairs before closing at Seller's expense. If Seller does not agree to perform such repairs, or does not
66 reply within the time limit, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].
67 If, at anytime, the loan or appraisal contingency is not satisfied, Buyer may cancel this *Agreement* by delivering to
68 Seller a written *Notice of Cancellation*, along with supporting documentation, and all Earnest Money must be refunded to Buyer.
- 69 (o) **INSPECTION CONTINGENCY AND DUE DILIGENCE PERIOD:** This *Agreement* is contingent on Buyer's
70 satisfaction with all property inspections and investigations. Buyer may use any inspectors of Buyer's choice, at Buyer's
71 expense. Seller must permit Buyer, and Buyer's representatives and inspectors, reasonable access for inspections, with all
72 utilities in service at Seller's expense. Buyer assumes all liability for any damage or loss caused by Buyer's or Buyer
73 representatives' inspections or investigations of the property.
- 74 **Due Diligence Period:** All inspections and investigations must be completed with response to Seller no later than
75 5:00 PM, ten (10) calendar days after the Acceptance Date. During this due diligence period Buyer is strongly advised to:
76 (A) have a professional home inspection conducted by a licensed home inspector (at Buyer's expense), AND
77 (B) have a wood destroying insect inspection conducted by a licensed pest inspector (at Buyer's expense), AND
78 (C) investigate all matters itemized in the *Advisory to Buyers and Sellers* (which is an Addendum to this *Agreement*), AND
79 (D) perform any additional inspections and investigations desired, and verify any other matters of concern to the Buyer, AND
80 (E) if applicable, obtain a septic system inspection letter (available for a fee at TN Dept of Environment and Conservation).
- 81 **Inspection Contingency Resolution:** If Buyer is satisfied with all inspections and investigations, Buyer may deliver to
82 Seller a *Notice of Release* of inspection contingency. If for any reason Buyer is not satisfied with the results of any
83 inspection or investigation, the Buyer must, within the Due Diligence Period (Lines 74-75), deliver to Seller either:
84 (1) a written *Notice of Cancellation*, canceling this *Agreement*, and all Earnest Money must be refunded to Buyer, OR
85 (2) a written *Inspection Contingency Removal Proposal*. If Seller rejects Buyer's *Proposal* (or *Counterproposal*) by delivering
86 a *Notice of Rejection* to Buyer, or if any *Counterproposal* is rejected by either party, or if a time limit for a written response
87 to such is exceeded, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].
88 - Any *Proposal*, *Counterproposal*, *Notice of Rejection*, or *Notice of Release* of inspection contingency must be in writing.
89 - Any *Proposal* or *Counterproposal* must contain a time limit for responding (that is, an expiration date & time).
- 90 If it is discovered during the Due Diligence Period that any permanent structure on the property has an active wood destroying
91 insect infestation, the Seller, upon Buyer's request, must professionally treat infestation before closing at Seller's expense.
92 Repair of any damage from wood destroying insects must be negotiated in the *Inspection Contingency Removal Proposal*.
- 93 **CAUTION TO BUYER:** Failure to deliver to the Seller either a written *Notice of Release* or *Notice of Cancellation*, or a written
94 *Inspection Contingency Removal Proposal* within the Due Diligence Period described on Lines 74-75 will be considered to
95 be an acceptance of the property "as is," and the Inspection Contingency will be satisfied and no longer a part of this *Agreement*.
- 96 (p) **BUYER'S RIGHT TO REINSTATE:** If Seller refuses to complete the lender required repairs (Lines 63-66), or cancels this
97 *Agreement* by rejecting an *Inspection Contingency Removal Proposal* (Lines 85-89), Buyer has the right to reinstate the
98 *Agreement* by delivering to Seller a *Notice* stating that the Buyer will accept the property in its present "as is" condition. Buyer's
99 *Notice* must be delivered to Seller no later than 5:00 PM, three (3) calendar days after the delivery of Seller's *Notice* of
100 rejection, or if Seller has failed to respond, no later than 5:00 PM, three (3) calendar days after the Seller's deadline to reply.
- 101 (q) **FINAL INSPECTION & RISK OF LOSS:** Buyer has the right and responsibility to perform a final inspection before
102 closing to determine that the property is in the same condition, other than ordinary wear, as when the *Agreement* was
103 accepted (with Seller having responsibility to correct), and to see that any repairs agreed to be performed by Seller have
104 been completed. Buyer may use inspectors. All utilities must be in service at Seller's expense. The closing of the sale
105 confirms Buyer's acceptance of property condition. Seller is responsible for any loss or damage to the property before closing.
- 106 (r) **DISBURSEMENT OF EARNEST MONEY, AND ADEQUATE CONSIDERATION:** The Earnest Money will be
107 applied towards the purchase price at closing. If any contingencies or conditions of this *Agreement* are not met and the
108 *Agreement* is cancelled, all Earnest Money must be refunded to Buyer. If Seller fails to perform any obligation under this
109 *Agreement*, all Earnest Money must be refunded to Buyer. If required, the Escrow Agent may file an interpleader action in
110 a court of law, and recover expenses and reasonable attorney's fees, and will have no further liability as Escrow Agent. All
111 parties acknowledge that the consideration given, including the promises exchanged, the time limitations imposed, and the
112 notifications required, is sufficient and adequate in exchange for the Buyer's right to legally, properly, and in good faith
113 cancel, reinstate or extend this *Agreement* in accordance with the other terms of this *Agreement*.

114 (s) **TITLE, DEED, & SELLER REPRESENTATIONS:** Seller will convey to Buyer good and marketable title to the property
 115 by a valid general warranty deed. Seller, at Seller's expense, agrees to furnish Buyer at closing a title insurance policy. Title
 116 policy will be issued by company acceptable to Buyer and Buyer's lender. Buyer will receive benefit of simultaneous issue.
 117 Seller represents to the best of Seller's knowledge, unless otherwise disclosed, that: property is not in a Special Flood
 118 Hazard Area or floodplain; there are no violations of building, zoning or fire codes; there are no encroachments or
 119 violations of setback lines, easements or property boundary lines; and there are no boundary line disputes. If at anytime the
 120 title examination, mortgage loan inspection, survey, or other information discloses any such defects, or if the Buyer
 121 discovers that any representation in this Agreement is in fact untrue, Buyer may, by delivering written Notice to Seller,
 122 either (1) accept the Property with the defects, OR (2) cancel this Agreement and all Earnest Money must be refunded to
 123 Buyer, OR (3) Buyer may extend the closing date by up to 3 calendar days to perform additional due diligence, retaining
 124 the right to exercise option (1) or (2) above.

125 (t) **DEFAULT OR BREACH:** If either party fails to perform any obligation under this Agreement, the other party may do
 126 any or all of the following: (1) cancel the Agreement (2) sue for specific performance, (3) sue for actual and compensatory
 127 damages. Legal counsel is strongly recommended in such circumstances.

128 (u) **REAL ESTATE COMMISSIONS:** Seller authorizes closing company to debit Seller and pay commissions as follows at closing:
 129 Real Estate Firm Name: N/A will receive _____% of the purchase price.
 130 Licensee's Name and Contact Information: _____
 131 Other Real Estate Firm Name (if any): _____ will receive _____% of the purchase price.
 132 Other Licensee's Name (if any) and Contact Information: _____

- 133 (v) **ADDENDA, ATTACHMENTS, EXHIBITS, DISCLAIMERS, AND DISCLOSURES** (included if marked below):
- 134 Confirmation of Agency Status (required with all Purchase and Sale Agreements)
 - 135 Advisory to Buyers and Sellers, or TAR Disclaimer Notice (required with all Purchase and Sale Agreements)
 - 136 Lead-Based Paint Disclosure (required for housing constructed before 1978)
 - 137 Personal Interest Disclosure & Consent (required if a Licensee has a personal interest, may be included in Confirmation of Agency)
 - 138 Occupancy Agreement (required if possession is other than the time of closing)
 - 139 VA/FHA Loan Addendum (required if sale involves VA or FHA loan)
 - 140 Impact Fees or Adequate Facilities Taxes Disclosure (required if sale is residential new construction)
 - 141 Subsurface Sewage Disposal System Permit Disclosure (required for newly constructed residential property with septic system)
 - 142 Addendum (extra page for additional Special Stipulations, if needed)
 - 143 Other: _____
- 144 ~~And one of the following three is required with all residential Purchase and Sale Agreements:~~
- 145 Tennessee Residential Property Condition Disclosure, OR
 - 146 Tennessee Residential Property Condition Exemption Notification, OR
 - 147 Tennessee Residential Property Condition Disclaimer Statement

148 (w) **METHOD OF EXECUTION AND DELIVERY:** Signatures and initials transmitted by fax, photocopy, or digital signature
 149 methods will be acceptable and treated as originals. This Agreement constitutes the sole and entire agreement between the
 150 parties. No verbal agreements, representations, promises, or modifications of this Agreement will be binding unless agreed
 151 to in writing by all parties. Delivery will be considered to have been completed as of the date and time a document is either
 152 (1) delivered in person, OR (2) transmitted by fax, OR (3) transmitted by email. Delivery of documents to the real estate Licensee
 153 assisting a party as that party's agent or facilitator (or to that Licensee's Broker) will be considered to be Delivery to that party.

154 (x) **ACCEPTANCE DATE AND BINDING CONTRACT:** The Acceptance Date will be the date of full execution (signing) of this
 155 Agreement by all parties, that is, the date one party accepts all the terms of the other party's written and signed Offer or Counteroffer,
 156 evidenced by the accepting party's signature and date on the Offer or Counteroffer. The Acceptance must be promptly
 157 communicated (by any reasonable and usual mode) to the other party, thereby making this Agreement a legally Binding Contract.
 158 Communications to the real estate Licensee assisting a party as that party's agent or facilitator (or to that Licensee's Broker) will
 159 be considered to be communication to that party. True executed copies of the Contract must be promptly delivered to all parties.

160 (y) **OFFER EXPIRATION DATE & TIME:** _____. If not Accepted by
 161 this date & time (or if blank, by the date and time on Lines 11-13), this Offer will expire. However, at any time before the
 162 other party's communication of Acceptance, the party making the Offer may withdraw the Offer by communicating the
 163 withdrawal to the other party, and confirm the withdrawal by the prompt delivery of a written Notice of Withdrawal.

164 Buyer makes this Offer.

165 X [Signature] 12/5/14 X _____
 Buyer Signature Date & Time Buyer Signature Date & Time

166 This Offer is: Accepted Rejected Countered on this form Countered on a separate Counteroffer form

167 X [Signature] 12/5/14 X _____
 Seller Signature Date & Time Seller Signature Date & Time

Lamp Settlement Services

435 South Maple Avenue, Greensburg, PA 15601

P: 724-834-3188

F: 724-834-5617

Lien Report dated January 11, 2017

PROPERTY: 3459 Tuscarora Drive
New Castle, PA 16105.

Parcel No. 25-305012

OWNER: Patrick and Bonnie Copple

MORTGAGES:

- (1) Mortgage from Patrick and Bonnie Copple to Sky Bank dated July 2, 2003 and recorded July 8, 2003 in the Recorder of Deeds Office of Lawrence County, Pennsylvania at Deed Book Volume 1851, Page 650 securing the principal debt of \$365,600.00

JUDGMENTS:

2010-20245. Confession of judgment filed by Huntington National Bank Successor in Interest to Sky Bank filed on March 9, 2010 against Patrick J. Copple in the amount of \$56,364.41 in the court of Common Pleas of Lawrence County.

Plaintiff Attorney: John R. O'Keefe, Jr.; Metz Lewis LLC, 11 Stanwix Street, 18th Floor,
Pittsburgh, PA 15222 Huntington Address: 555 Southpointe Blvd, 2nd Floor,
Canonsburg PA 15317

2010-20246 Confession of judgment filed by Huntington National Bank Successor in Interest to Sky Bank filed on March 9, 2010 against Patrick J. Copple and Bonnie Copple in the amount of \$121,270.50 in the court of Common Pleas of Lawrence County.

Plaintiff Attorney: John R. O'Keefe, Jr.; Metz Lewis LLC, 11 Stanwix Street, 18th Floor,
Pittsburgh, PA 15222 Sky Bank: 10 Main Street, Salineville, OH 43945

EXHIBIT C

2010-20248 Confession of judgment filed by Huntington National Bank Successor in Interest to Sky Bank filed on March 9, 2010 in the amount of \$177,634.91 in the court of Common Pleas of Lawrence County.

Plaintiff Attorney: John R. O'Keefe, Jr.; Metz Lewis LLC, 11 Stanwix Street, 18th Floor,
Pittsburgh, PA 15222 Sky Bank: 10 Main Street, Salineville, OH 43945

2010-21081 Judgment filed by Metal Services, LLC and Phoenix Service, LLC on September 7, 2010 against Patrick J. Copple, Sr. in the amount of \$734,597.11 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:

Suzanne Jones Dellavalla
1617 JFK Blvd, Suite 1500
Philadelphia, PA 19103-1815

Metal Services LLC
1717 West Doe Run Road
Unionville, PA 19375

Michael J. McCague
Griffith, McCague & Wallace
408 Cedar Avenue
Pittsburgh, PA 15212

Phoenix Services LLC
1717 West Doe Run Road
Unionville, PA 19375

Charles Y. Mansell
Huntington Bank Bldg Ste 532
14 North Mercer Street
New Castle PA 16101-3791

2011-11107 Judgment filed by Reed Oil Company against Patrick J. Copple and Bonnie Copple in the amount of \$168,922.44 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:
Phillip L. Clark, Jr.
1429 New Butler Road
Suite 8
New Castle, PA 16101

Reed Oil
511 Montgomery Ave, New Castle PA 16102

2012-11196 Judgment filed by Capital One Bank, USA on October 12, 2012 against Patrick J. Copple, Sr. in the amount of \$7,165.97 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:
Michael F. Ratchford
409 Lackawanna Ave
Suite 320
Scranton, PA 18503

Capital One Bank USA NA
4851 Cox Rd, Glenn Allen VA 23060

2012-11215 Confession of judgment filed by the Commonwealth of Pennsylvania Department of Revenue against Patrick J. Copple and Bonnie Copple in the amount of \$262,833.50 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:
Joshua J. Vecchio
Department of Community and Economic Development
400 North Street
4th Floor
Harrisburg, PA 17120-0225

2013-20460 Confession of judgment filed on April 29, 2013 by the First National Bank of PA against Patrick J. Copple in the amount of \$95,475.23 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:	First National Bank of PA
Jillian Nolan Snider	One FNB Boulevard
1500 One PPG Place	Hermitage, PA 16148
Pittsburgh, PA 15222	

2013-20462 Confession of judgment filed on April 29, 2013 by the First National Bank of PA against Patrick J. Copple in the amount of \$95,475.23 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:
Jillian Nolan Snider
1500 One PPG Place
Pittsburgh, PA 15222

2014-10857 Sheriff's Sale Judgment (Civil Complaint failed on August 21, 2014 and Writ of Execution filed on November 16, 2015) by The Huntington National Bank against Patrick Copple and Bonnie Copple in the amount of \$374,194.89 in the court of Common Pleas of Lawrence County.

Plaintiff's Attorneys:
Carol A. DiPrinzio
Brian T. Lamanna
McCabe, Weisberg and Conway, P.C.
123 South Broad Street
Suite 1400
Philadelphia PA 19109

2015-10800 Writ of Revival of Judgment filed by Metal Services, LLC against Patrick J. Copple in the amount of \$685,097.00 in the court of Common Pleas of Lawrence County.

Plaintiff Attorneys:

Suzanne Jones Dellavalla
1617 JFK Blvd, Suite 1500
Philadelphia, PA 19103-1815

TAX LIENS

The following are state tax liens filed by the Commonwealth of Pennsylvania:

2006-20825 , filed July 19, 2006 against Patrick J. Copple in the amount of \$1,108.49

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance S&U Tax, Dept. 280948, Harrisburg, PA 17128-0946

2007-209085, filed on July 19, 2007 against Patrick J. Copple and Bonnie L. Copple in the amount of \$1,224.73

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance PIT, Dept. 280948, Harrisburg, PA 17128-0946

2008-20519 filed on April 24, 2008 against Patrick J. Copple in the amount of \$7,841.99

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance S&U Tax, Dept. 280948, Harrisburg, PA 17128-0946

2008-21726 filed on December 1, 2008 against Patrick J. Copple in the amount of \$146,471.43.

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance S&U Tax, Dept. 280948, Harrisburg, PA 17128-0946

2010-20279 filed on March 11, 2010 against Patrick J. Copple in the amount of \$1,080.32.

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance PIT, Dept. 280948, Harrisburg, PA 17128-0946

2010-21436 filed on November 22, 2010 against Patrick J. Copple Jr. and Tara L. Copple in the amount of \$7,440.60

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance PIT, Dept. 280948,
Harrisburg, PA 17128-0946

2012-21044 filed on September 10, 2012 against Patrick J. Copple Jr. and Bonnie L. Copple in the amount of \$5,962.68

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance, PO Box 280948
Harrisburg, PA 17128-0946

2013-20795 filed on July 19, 2013 against Patrick J. Copple Jr. in the amount of \$21,562.01

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance, PO Box 280948
Harrisburg, PA 17128-0946

2014-21163 filed on November 5, 2014 against Patrick J. Copple Jr. in the amount of \$8,440.88

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance, PO Box 280948
Harrisburg, PA 17128-0946

2015-20278 filed on March 13, 2015 against Bonnie L. Copple in the amount of \$1,527.82

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance, PO Box 280948
Harrisburg, PA 17128-0946

2015-20309 filed on March 20, 2015 against Patrick J. Copple Jr. in the amount of \$27,042.22

No Plaintiff Attorney. Plaintiff Address: Bureau of Compliance, PO Box 280948
Harrisburg, PA 17128-0946

The following are federal tax liens filed by the United States Treasury:

2011-6262 filed on February 29, 2011 against Patrick J. Copple Jr. and Tara L. Copple in the amount of \$118,524.44 No Plaintiff Attorney. CCP Lien Unit/PO Box 145595, STOP 8420G Team 202, Cincinnati, OH 45250-5595

2012-6424 filed on August 20, 2012 against Patrick J. Copple Jr. and Tara L. Copple in the amount of \$86,873.60

No Plaintiff Attorney. CCP Lien Unit/PO Box 145595, STOP 8420G Team 202, Cincinnati, OH 45250-5595