

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
Norfolk Division**

In re: Brian Thomas Twilley  
Carol Polk Twilley,

Case No. 18-72335-SCS  
Chapter 11

Debtors in Possession

Property Address: 3784 Devonshire Drive, Salisbury, MD 21804

**MOTION TO AUTHORIZE  
SALE OF CERTAIN REAL PROPERTY**

Brian and Carol Twilley, the debtors in possession in this chapter 11 bankruptcy case (the “Debtors” or the “Twilleys”), by counsel, respectfully move this Court to authorize the sale of by them of the real property and improvements located at 3784 Devonshire Drive, Salisbury, MD 21804 (the “Real Property”), to Anthony and Cindy Porter (the “Buyers” or the “Porters”), pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004, and according to the terms of the *Residential Contract of Sale* between the Debtor and the Buyers, which is attached hereto as **Exhibit A** (the “Contract”), free and clear of any interest in such property of an entity other than the Debtors’ estate under 11 U.S.C. § 363(f), and subject to such modified terms as may hereafter be incorporated into the requested sale order, on agreement of the parties. The Debtors state the following in support thereof:

Karen M. Crowley, VSB # 35881  
CROWLEY, LIBERATORE, RYAN & BROGAN, P.C.  
150 Boush Street, Suite 300  
Norfolk, VA 23510  
Telephone: (757) 333-4500  
Facsimile: (757) 333-4501  
*Counsel for the Debtors*

### **Jurisdiction and Venue**

1. On July 2, 2018 (the “Filing Date”), the Debtors filed their voluntary petitions in this Court under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The *Order for Relief* was entered on the same date.

2. No trustee has been appointed in this case, and the Debtors are debtors in possession having the rights, powers and duties afforded a trustee according to Bankruptcy Code §§ 1101(1), 1107, and 1108. No committee of unsecured creditors has been appointed.

3. The Court has original jurisdiction over the subject matter of this motion pursuant to 28 U.S.C. §§ 157(a) and 1334, and this matter is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N).

4. Venue is proper according to 28 U.S.C. §§ 1408 and 1409.

### **Factual Background & Procedural History**

5. The Debtors own the Real Property in fee simple, with general warranty and English covenants of title. A legal description of the Real Property is as follows:

All that Lot, tract or parcel of land situate, lying and being in Nutters Election District of Wicomico County and State of Maryland, in a subdivision knowns as “Deer Harbour,” located on the Southerly side of and binding upon Devonshire Drive, and being Lot 10, Block M, as shown on plat entitled “Deer Harbour, Section Number 5,” made by Harold W. Hampshire, dated February 12, 1975, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet A.J.S. No. 2, Folio 345;

And being the same land conveyed unto Brian T. Twilley and Carol P. Twilley, his wife, in a deed from Robert E. Holloway and Virginia B. Holloway, dated June 28, 1994 and recorded in Wicomico County, Maryland Liber M.S.B. No. 1398 Folio 211-213.

6. The Wicomico County tax assessment valued the Real Property at \$230,200, and specifically valued the Land at \$44,200 and the Improvements at \$186,000.

7. Based upon the Deed of Trust recorded on May 13, 2005 in the Circuit Court for Wicomico County, Manufacturers and Traders Trust Company (“M&T”) holds a first priority secured claim against the Real Property. M&T filed proof of claim no. 2 with the Court on July 13, 2018. Based on M&T’s proof of claim the amount due on this secured claim amounts to \$159,817.03 (the “M&T Claim”) as of the Petition Date. The Debtors have made no payments on this claim since filing so interest has accrued on the M&T Claim post-petition.

8. Based upon the Deed of Trust recorded on August 30, 2006 in the Circuit Court for Wicomico County, Hebron Savings Bank (“HSB”) holds a second priority secured claim against the Real Property. HSB filed proof of claim no. 6 with the court on August 3, 2018. Based on HSB’s proof of claim the amount due on this secured claim amounts to \$ 356,461.37 (the “HSB Claim”) as of the Petition Date.

### **Sale Agreement and Summary of Terms**

9. During the case, the Debtors sought approval of the employment of Coldwell Banker Residential Broker (“CBRB”) to market and sell the Real Property. An order was entered on August 27, 2018 authorizing its employment (the “Employment Order”). The Employment Order provides for a 6% commission, along with \$450.00, payable to the brokers. CBRB has agreed to waive the \$450.00.

10. CBRB, under the direction of Jeanette Taylor, listed and marketed the Real Property and obtained a fully executed *Residential Contract of Sale* (the “Contract”), attached hereto as **Exhibit A**, dated October 1, 2018 (the “Execution Date”). The terms of the Contract can be summarized as follows:

- a. The proposed sale price is \$275,000 (the “Purchase Price”);

- b. The Sales Contract provides for a \$1,000 deposit;
- c. The Buyers, Anthony and Cindy Porter, are unrelated to the Debtors.
- d. The Buyers are responsible for payment of the settlement costs, except for the transfer charges described in paragraph 25 of the Contract which will be split equally between Buyers and Sellers; and
- e. Closing is scheduled to occur on or before November 30, 2018 (the “Closing”).
- f. The Contract is contingent upon financing and various inspections and was subject to a short sale approval contingency. At this time, the short sale contingency has been satisfied, but the other contingencies remain in place.

11. The Buyers are not related to the Debtors.

12. The Debtor and CBRB believe that the sales price contained in the Contract is fair and reasonable and the best available under the circumstances.

#### **Legal Authority**

13. The Debtors seek authority pursuant to Bankruptcy Code §§ 363(b), 363(f), 1107 and 1108 to sell their right, title and interest in the Real Property free and clear of any interest in the same. The Debtors also seek authority to distribute the sale proceeds therefrom.

14. The M&T Claim will be paid in full at closing. After payment, M&T will withdraw proof of claim no. 2 filed July 13, 2018.

15. The Debtors propose that HSB receive the remaining net proceeds from the sale and the HSB Claim be reduced in an equal amount.

16. Approval of the Sales Contract and authorization of the sale is in the best interests of the Debtors, the Debtor's bankruptcy estate, and all creditors and parties in interest.

17. Hebron Savings Bank, through counsel, has approved the Contract, subject to receiving the net proceeds from the sale, after the payment of the M&T claim and the closing costs, no later than November 30, 2018.

18. Notice of the sale will be provided to the appropriate creditors and parties in interest.

19. In light of the short timeframes for closing, the Debtors seek waiver of the 14-day stay otherwise applicable pursuant to Fed. R. Bankr. P. 6004(h) be waived.

**WHEREFORE**, the Debtors request that the Court to enter an Order approving:

A. The sale of the Real Property to the Buyers for \$275,000.00 upon the other provisions contained in the Contract

B. The sale to the Buyers be free and clear of the liens and that the liens shall attach to the proceeds of the sale.

C. The Debtors be allowed to pay the following from the proceeds at closing:

1. The 6% commission to be split between CBRB and the buyer's agent;
2. The Settlement Costs allocable to the Sellers pursuant to the Contract;
3. The increased U.S. Trustee fee arising from the disbursement of the proceeds from the sale;
4. The payoff to M&T bank; and
5. The balance of the proceeds to Hebron Savings Bank.

D. The waiver of the fourteen day stay otherwise applicable pursuant to Fed. R. Bankr. P. 6004(h); and

E. Such other and further relief as is just.

DATE: October 17, 2018

BRIAN THOMAS TWILLEY,  
CAROL POLK TWILLEY,

BY: /s/ Karen M. Crowley  
Of Counsel

Karen M. Crowley, Esq., VSB #35881  
CROWLEY, LIBERATORE, RYAN & BROGAN, P.C.  
150 Boush Street, Suite 300  
Norfolk, VA 23510  
Telephone: (757) 333-4500  
Facsimile: (757) 333-4501  
*Counsel to Debtors*

**CERTIFICATE OF SERVICE**

I certify that on October 17, 2018, a true copy of the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will send e-mail notice of and serve such filing to those parties who are currently listed on the Electronic Mail Notice List for this Case, and was also served by first class mail, postage pre-paid to all creditors and parties on the attached Mailing Matrix including.

/s/ Karen M. Crowley

Exhibit A

Doc 42-1 Filed 10/17/18 Entered 10/17/18 09:06:02 Desc

SSING SHEET Page 1 of 35

1002307080

☐ CORRECTEDes ☒ NoWarranty paid by: ☐ Seller ☐ Buyer ☐ Listing Agent ☐ Selling Agent

PROPERTY	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Townhouse	<input type="checkbox"/> Condo/Coop	<input type="checkbox"/> Land/Lot	<input type="checkbox"/> Commercial	<input type="checkbox"/> Other (specify)
DEAL TYPE	<input type="checkbox"/> RELO	<input checked="" type="checkbox"/> SHORT SALE	<input type="checkbox"/> REO	<input type="checkbox"/> REFERRAL	<input type="checkbox"/> HOA	<input type="checkbox"/> CONDO
SOURCE	<input type="checkbox"/> ZIP	<input type="checkbox"/> SOI	<input checked="" type="checkbox"/> Personal	<input type="checkbox"/> Call/Walk In	<input type="checkbox"/> InTouch	<input type="checkbox"/> Open House Referral %

PROPERTY ADDRESS:	3784 DEVONSHIRE DRIVE			Year Built:
CITY:	STATE:	ZIP:	COUNTY:	
LIST PRICE:	LISTING DATE:	EXP. DATE:	PURCHASE PRICE	OFFER DATE
319900.00	6/1/18		275,000	9/25/18
EST. CLOSING DATE	11/30/18			
ESCROW	1 <sup>ST</sup> DEPOSIT:	2 <sup>ND</sup> DEPOSIT:	HELD BY:	<input type="checkbox"/> PAT <input type="checkbox"/> PRE-PAY

<input type="checkbox"/> RELO	Seller Name:	Brian Twilley		Seller Name:	Carol Twilley	
<input type="checkbox"/> CBRB CLIENT	Address:					
<input type="checkbox"/> FSBO	City:	State:		Zip:		
<input type="checkbox"/> CO-BROKER CLIENT	Phone:	Cell:	Email: Brian.Twilley5@gmail.com			

Add'l Sellers						
<input type="checkbox"/> RELO	Buyer Name:	Anthony + Cindy Potter		Buyer Name:		
<input type="checkbox"/> CBRB CLIENT	Address:					
<input type="checkbox"/> UNREP BUYER	City:	State:		Zip:		
<input type="checkbox"/> CO-BROKER CLIENT	Phone:	Cell:	Email:			
Add'l Buyers						

CBRB AGENT/TEAM	Listing (Primary) Agent Name:	Jeanette Taylor		COMMISSION:	<input type="checkbox"/> 2.5%	<input checked="" type="checkbox"/> 3%	<input type="checkbox"/> 3.5%	<input type="checkbox"/> Other
<input type="checkbox"/> ZIP	Additional Agent (not on team):			SELLING BONUS:				
				Commission/ Award split:				
				Primary	100 %	Award Units/Volume	100	
				Second		Award Units/Volume		
	Team Member:				Flat fee:	\$		
	Team Member:				Flat fee:	\$		

ADDITIONAL COMMISSION of \$450 will be paid by: <input type="checkbox"/> Client <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Exempt, reason for exemption:			
REFERRAL COMPANY	Name:	Address:	Phone:
Referring Agent:	Name:	Phone:	
Referral Fee :	% B2B	% USAA	% NAVY FED % OTHER

Buyer Agent Name:	Debbie Brunningham		
COMMISSION- Buyer (Co) Broker	Buyer Broker (Co-broker) Company Name:		
3 %	Address:	City:	State: Zip:
	Phone:	Debra Coast Home	

TITLE CO	Name:	Phone:	MORTGAGE CO	Name:	Phone:
	William T Smith				
E-mail:	Mid Atlantic settlement		E-mail:		
Address:			Address:		
Contact:	Name:	Phone:	Name:	Phone:	

dotloop signature verification



RESIDENTIAL CONTRACT OF SALE

*This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.*

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY  
RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

1. DATE OF OFFER: 10-1-18  
2. SELLER: Brian Twilley and Carol Twilley  
3. BUYER: Anthony K. Porter & Cindy L. Porter

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 3784 Devonshire Drive, Salisbury MD 21804 located in Wicomico City/County, Maryland, Zip Code \_\_\_\_\_ together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The Property is being conveyed: ☒ in fee simple or \_\_\_\_\_ subject to an annual ground rent, now existing, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable semi-annually, as now or to be recorded among the Land Records of \_\_\_\_\_ City/County, Maryland.

6. PURCHASE PRICE: The purchase price is Two hundred seventy five thousand Dollars (\$ 275,000.00 %).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) An initial Deposit by way of check in the amount of One thousand Dollars (\$ 1,000.00 %) at the time of this offer.

(b) An additional Deposit by way of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid \_\_\_\_\_

(c) All Deposits will be held in escrow by: Coldwell Banker Residential - Salisbury  
(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One)

☒ A non-interest bearing account;  
OR ☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

8. SETTLEMENT: Date of Settlement 12-1-18 11/30/2018 or sooner if agreed to in writing by the parties.

9. FINANCING: Buyer's obligation to purchase the Property is AKP CLP yer obtaining a written commitment for a loan secured by the Property as follows:

☒ Conventional Financing Addendum  
☐ FHA Financing Addendum  
☐ VA Financing Addendum

☐ USDA Financing Addendum  
☐ Assumption Addendum  
☐ Gift of Funds Contingency Addendum

☐ Owner Financing Contingency  
☐ No Financing Contingency  
☐ OTHER: \_\_\_\_\_



Buyer



Seller

AKP CLP





**10. FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within applied ( ) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within forty five (45) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

**11. ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in the Financing paragraph, the Financing Application and Commitment paragraph, and the Buyer Responsibility paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

**12. HOME AND/OR ENVIRONMENTAL INSPECTION:** Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or disclosure of property defects.

Inspection(s) Addenda Attached AKP CLP Inspection(s) Declined Buyer Buyer

**13. INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

INCLUDED	INCLUDED	INCLUDED	INCLUDED
<input checked="" type="checkbox"/> Alarm System	<input checked="" type="checkbox"/> Fireplace Screen Doors	<input checked="" type="checkbox"/> Screens	<input type="checkbox"/> Wood Stove
<input checked="" type="checkbox"/> Built-in Microwave	<input type="checkbox"/> Freezer	<input checked="" type="checkbox"/> Shades/Blinds	
<input checked="" type="checkbox"/> Ceiling Fan(s) # _____	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Storage Shed(s) # _____	
<input type="checkbox"/> Central Vacuum	<input checked="" type="checkbox"/> Garage Opener(s) # _____	<input checked="" type="checkbox"/> Storm Doors	
<input checked="" type="checkbox"/> Clothes Dryer	<input type="checkbox"/> w/remote(s) # _____	<input checked="" type="checkbox"/> Storm Windows	
<input checked="" type="checkbox"/> Clothes Washer	<input type="checkbox"/> Garbage Disposer	<input checked="" type="checkbox"/> Stove or Range	
<input checked="" type="checkbox"/> Cooktop	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> T.V. Antenna	
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom	<input type="checkbox"/> Trash Compactor	
<input checked="" type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> Wall Oven(s) # _____	
<input checked="" type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Pool, Equipment & Cover	<input checked="" type="checkbox"/> Water Filter	
<input type="checkbox"/> Electronic Air Filter	<input checked="" type="checkbox"/> Refrigerator(s) # _____	<input checked="" type="checkbox"/> Water Softener	
<input type="checkbox"/> Exhaust Fan(s) # _____	<input checked="" type="checkbox"/> w/ice maker	<input type="checkbox"/> Window A/C Unit(s) # _____	
<input type="checkbox"/> Exist. W/W Carpet	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Window Fan(s) # _____	

ADDITIONAL INCLUSIONS (SPECIFY): \_\_\_\_\_

ADDITIONAL EXCLUSIONS (SPECIFY): \_\_\_\_\_

**14. AGRICULTURALLY ASSESSED PROPERTY:** The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by N/A**


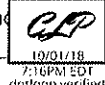
**15. FOREST CONSERVATION AND MANAGEMENT PROGRAM:** Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of

Buyer AKP CLP  
10/01/18 10/01/18  
9:06PM EDT 7:15PM EDT  
dotloop verified dotloop verified

Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by  
N/A


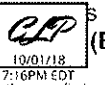
#### 16. LEAD-BASED PAINT:

**A. FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

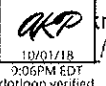

 and  by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.  
BUYER)

**B. RENOVATION, REPAIR AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

 and  by Buyer's initials below that Buyer has read and understands Paragraph 16.B.  
(BUYER)



**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

 and  by Buyer's initials below that Buyer has read and understands Paragraph 16.C.  
BUYER)

**17. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS:** Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

 and  by Buyer's initials below that Buyer has read and understands Paragraph 17.  
BUYER)

Buyer \_\_\_\_\_

Seller BW CRT

**18. ADDENDA/DISCLOSURES:** The Addenda checked below, which are hereby attached, are made a part of this Contract:



- |   |  |
|---|--|
| <input type="checkbox"/> Affiliated Business Disclosure Notice  | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax   |
| <input type="checkbox"/> As Is  | <input type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Back-Up Contract Addendum  | <input type="checkbox"/> Notice & Disclosure of Deferred Water & Sewer Charges                                     |
| <input type="checkbox"/> Cash Appraisal Contingency   | <input checked="" type="checkbox"/> On-Site Sewage Disposal System Inspection                                      |
| <input type="checkbox"/> Condominium Resale Notice  | <input checked="" type="checkbox"/> Property Inspections   |
| <input type="checkbox"/> Conservation Easement  | <input type="checkbox"/> Property Subject to Ground Rent   |
| <input type="checkbox"/> Disclosure of Licensee Status  | <input type="checkbox"/> Purchase Price Escalation   |
| <input type="checkbox"/> Disclosure of Leased Items Addendum  | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate                                 |
| <input checked="" type="checkbox"/> Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | <input type="checkbox"/> Seller Contribution   |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer & Recordation Tax                                | <input type="checkbox"/> Seller's Purchase of Another Property   |
| <input type="checkbox"/> Homeowners Association Notice  | <input checked="" type="checkbox"/> Short Sale   |
| <input type="checkbox"/> Kickout  | <input type="checkbox"/> Third Party Approval  |
| <input type="checkbox"/> Local City/County Certifications/Registrations   | <input type="checkbox"/> Water Quality   |
| <input type="checkbox"/> Local City/County Notices/Disclosure   |  |
| <input type="checkbox"/> Maryland Lead Poisoning Prevention Program Disclosure                                    |  |

☐ Other Addenda/Special Conditions:

**19. WOOD DESTROYING INSECT INSPECTION:** Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

**20. DEPOSIT:** If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

**21. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record.

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located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

**22. CONDITION OF PROPERTY AND POSSESSION:** At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

**23. ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

**24. SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

**25. TRANSFER CHARGES:**

**A. IN GENERAL.** Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

**B. FIRST-TIME BUYER.** Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

**RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

**STATE TRANSFER TAX:** Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

**26. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

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**27. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

**28. SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

**29. BUYER RESPONSIBILITY:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.


**30. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

**31. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

**32. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

**33. LEASES:** Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

**34. DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such costs.

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**35. MEDIATION OF DISPUTES:** Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**36. ATTORNEY'S FEES:** In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).



As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 11 of this Contract; (b) the two (2) named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**37. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS:** Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

**38. PROPERTY OWNER'S TITLE INSURANCE:** Buyer, at Buyer's expense, may purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer.

**39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

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**40. LIMITED WARRANTY: NOTICE TO BUYER:** IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

**41. PROPERTY INSURANCE BROCHURE:** An informational brochure published by Maryland REALTORS® titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

**42. FLOOD DISCLOSURE NOTICE:**

**A. FLOOD INSURANCE PREMIUMS:** The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

**B. FLOOD INSURANCE RATE MAPS:** The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net/home.html>.

**43. GUARANTY FUND: NOTICE TO BUYER:** BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

**44. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE:** Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

**45. MARYLAND NON-RESIDENT SELLER:** If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)


**46. INTERNAL REVENUE SERVICE FILING:** Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

**47. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

**48. WETLANDS NOTICE:** Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain

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other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

**49. FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

**50. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

**51. FOREIGN INVESTMENT TAXES-FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

**52. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS.** Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**53. MILITARY INSTALLATIONS:** This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**54. NOTICE TO THE PARTIES:**

(A) NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

(1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;  
(2) Location, size or operating condition of on-site sewage disposal systems;  
(3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);

(4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;

(5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

Buyer

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9:06PM EDT  
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7:16PM EDT  
dotloop verified



(6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

(B) NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

(D) PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

**55. PROPERTY TAX NOTICE - 60 DAY APPEAL:** If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

**56. NON-ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

**57. PARAGRAPH HEADINGS:** The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

**58. COMPUTATION OF DAYS:** As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

**59. ENTIRE AGREEMENT:** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

**60. ELECTRONIC DELIVERY:** The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal, or delivers a digital image of the executed document by electronic transmittal.

<i>Anthony K Porter</i>	dotloop verified 10/01/18 9:06PM EDT KGFH-TKNT-JB7M-6KLY
Buyer's Signature	Date
<i>Cindy L Porter</i>	dotloop verified 10/01/18 7:16PM EDT LWUX-LGJJ-JAAL-RSJS
Buyer's Signature	Date

<i>[Signature]</i>	10/3/18
Seller's Signature	Date
<i>Carol P. Turley</i>	10/3/18
Seller's Signature	Date

DATE OF CONTRACT ACCEPTANCE: 10/3/18

☐ Check if First-Time Maryland Homebuyer

Contact Information:

BUYER / NAME(S): Anthony K Porter & Cindy L. Porter  
MAILING ADDRESS: 24 Morgan Drive  
Wallingford, Ct. 06492

SELLER / NAME(S): Brian Twilley & Carol Twilley  
MAILING ADDRESS: \_\_\_\_\_

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: Coldwell Banker Residential - Salisbury  
BROKER OF RECORD NAME: Gregory Eddie LICENSE NUMBER: \_\_\_\_\_  
SALES ASSOCIATE NAME: Jeannette Taylor LICENSE NUMBER: \_\_\_\_\_  
OFFICE ADDRESS: 1131 S. Salisbury Blvd. Salisbury MD 21801  
OFFICE PHONE: 410-543-4545 BROKER/SALES ASSOCIATE MLS ID: \_\_\_\_\_  
SALES ASSOCIATE PHONE: 410-430-4810 SALES ASSOCIATE E-MAIL: \_\_\_\_\_

ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR  
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: Remax Coast & Country  
BROKER OF RECORD NAME: Karen Hamilton LICENSE NUMBER: 656447  
SALES ASSOCIATE NAME: Deborah Bestingham LICENSE NUMBER: 502282  
OFFICE ADDRESS: 38613 Benro Dr Unit 5 Delmar DE 19940  
OFFICE PHONE: 302-846-0200 BROKER/SALES ASSOCIATE MLS ID: \_\_\_\_\_  
SALES ASSOCIATE PHONE: 302-745-1886 SALES ASSOCIATE E-MAIL: d-bestingham@comcast.net

ACTING AS: ☐ SELLER AGENT; OR  
☐ SUBAGENT; OR  
☒ BUYER AGENT; OR  
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

Maryland  
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**CONVENTIONAL FINANCING ADDENDUM**

ADDENDUM dated 10-1-18 to Contract of Sale  
between Buyer Anthony K. Porter & Cindy L. Porter  
and Seller Brian Twilley & Carol Twilley  
for Property known as 3784 Devonshire Drive, Salisbury, MD 21804  
The Contract is contingent upon Buyer obtaining a conventional loan secured by the Property as follows:

**1. LOAN DETAILS:**

Loan Amount	\$ <u>240,000.00</u>	
Term of Note	<u>30</u>	Years
Amortization	<u>30</u>	Years
Interest Rate	<u>4.75</u>	%
Loan Program		
Buyer agrees to pay Loan Origination/Discount Fees (as a % of loan amount): _____ %		

**2. LOAN INSURANCE PREMIUMS:** All loan insurance premiums as required by Lender shall be paid by Buyer.

**3. LOCK IN:** BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER AGREES TO ACCEPT THE RATE AS CHARGED BY LENDER AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL FEES CHARGED. BUYER SHALL REMAIN BOUND TO PERFORM UNDER THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

**4. MONTHLY PAYMENT:** Payments to Lender may include monthly principal and interest, plus one-twelfth of the annual real estate taxes, ground rent, special assessments or charges, if any, hazard (fire) insurance premium, flood insurance, and private mortgage insurance.

**5. LOAN UNDERWRITING:** Buyer and Seller understand that Lender may resubmit the loan to underwriting. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to comply with Lender's request for additional or updated information as required to approve the loan.

**6. LENDER REQUIRED REPAIRS:** In the event Lender requires any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ 0, ("Repair Amount"). **This cost shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:

- A. Seller may elect to pay the total cost of the Required Repairs, in which event the Contract shall remain in full force and effect.
- B. Seller may terminate the Contract by written notice to Buyer, which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate(s).
- C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the difference between the cost of the Required Repairs and the Repair Amount listed above.
- D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract.

**7. APPRAISAL CONTINGENCY:** The Contract is contingent upon Buyer obtaining an appraisal of the Property. The appraisal will be at Buyer's expense and will be performed by a Maryland licensed appraiser.

If the appraised value of the Property is less than the Purchase Price as set forth in the Contract, Buyer shall notify Seller, in writing, of such fact within THREE (3) days from receipt of the written appraisal and shall include a copy of the written appraisal. The written notice from Buyer to Seller shall state whether: A) Buyer elects to



Buyer AKP CLP  
10/01/18 10/01/18  
9:02PM EDT 7:31PM EDT  
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proceed to purchase the Property notwithstanding the appraised value of the Property; OR B) Buyer requests the Seller to reduce the Purchase Price to the appraised value. In the event Buyer notifies Seller of Buyer's election to proceed to purchase the Property notwithstanding the appraised value, the Contract shall remain in full force and effect and Seller shall have no obligation, right or election as provided in this Addendum.

Upon receipt of the written notice from Buyer of Buyer's request to reduce the Purchase Price to the appraised value, Seller, at Seller's election and upon written notice to Buyer not later than three (3) days following receipt by Seller of the written notice from Buyer, may either: A) agree to reduce the Purchase Price to the appraised value of the Property, in which event the Contract shall remain in full force and effect; OR B) decline to reduce the Purchase Price to the appraised value.

If Seller declines to reduce the Purchase Price to the appraised value, or fails to respond within the time period above, Buyer, at Buyer's election, not later than three (3) days following receipt of the written notice from Seller, or from the date that such written notice was to have been provided by Seller, shall either: A) declare the Contract null and void and of no further force and effect, in which event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract; OR B) agree to purchase the Property at the Purchase Price notwithstanding the appraised value of the Property, in which event the Contract shall remain in full force and effect, and Buyer shall pay any increase in the down payment, interest rate, point(s) or loan origination fee(s) as required by lender without contribution by Seller except as otherwise provided in the Contract.

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

<i>Anthony K Porter</i>	dotloop verified 10/01/18 9:02PM EDT TFQO-CC7Z-IXVS-VXOM
Buyer Signature	Date
<i>Cindy L Porter</i>	dotloop verified 10/01/18 7:21PM EDT ULSU-DJOR-PBKW-PKGA
Buyer Signature	Date

<i>[Signature]</i>	10/3/18
Seller Signature	Date
<i>Coral P. Purley</i>	10/3/18
Seller Signature	Date

Maryland  
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 3784 Devonshire Dr. Salisbury, MD 21804


SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): \_\_\_\_\_/\_\_\_\_ housing was constructed prior to 1978 OR \_\_\_\_\_/\_\_\_\_ date of construction is uncertain.


**FEDERAL LEAD WARNING STATEMENT:** A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

**Seller's/Landlord's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) \_\_\_\_\_/\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- (ii) \_\_\_\_\_/\_\_\_\_ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
- (i) \_\_\_\_\_/\_\_\_\_ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- \_\_\_\_\_
- (ii) \_\_\_\_\_/\_\_\_\_ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

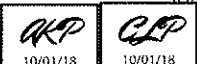
**Tenant's Acknowledgment (initial)**

 10/01/18 9:02PM EDT  
Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

 10/01/18 7:21PM EDT  
Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(c) 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 presence of lead-based paint and/or lead-based paint hazards; or


 10/01/18 9:02PM EDT  
Buyer/Tenant has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

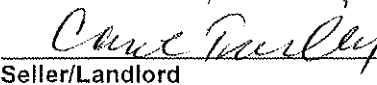
**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

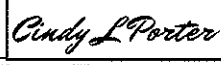
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.


 10/3/18  
Seller/Landlord Date

 10/3/18  
Seller/Landlord Date

\_\_\_\_\_  
Seller's/Landlord's Agent Date

 dotloop verified 10/01/18 9:02PM EDT DEOX-MTSA-RSP5-TZ5J  
Buyer/Tenant Date

 dotloop verified 10/01/18 7:21PM EDT CSSI-DVJM-ZDKF-8KHU  
Buyer/Tenant Date

 10-1-18  
Buyer's/Tenant's Agent Date



10/17





**ON-SITE SEWAGE DISPOSAL SYSTEM (OSDS)  
INSPECTION AND TEST ADDENDUM**

ADDENDUM dated 10-1-18 to Contract of Sale  
between Buyer Anthony K Porter & Cindy L. Porter  
and Seller Brian Twilley & Carol Twilley  
for Property known as 3784 Devonshire Drive, Salisbury, MD 21804

**NOTICE:** On-site sewage disposal system inspections and inspectors are subject to State of Maryland Department of the Environment (MDE) guidelines. Persons hiring on-site sewage disposal system inspectors should obtain proof that the inspector has satisfied the MDE requirement. Prior to entering into a contract for inspection services, a full disclosure and explanation of types of available sewage disposal inspection tests, possible effects on the property, and expected costs should be obtained from the inspector. The inspector should be able to provide evidence of insurance or bond to cover liability in the event the property is damaged as a result of such inspection(s) and test(s).

**AGREEMENT:**

This Contract is contingent upon an inspection of the private on-site sewage disposal system by an individual who has completed a MDE approved course as required by law.

Said inspection shall be performed and the results obtained within twenty (20) days from the Date of Contract Acceptance (the "Inspection Period"). Said inspection shall be performed at Buyer's expense and at Buyer's sole risk of damage to the property. Seller shall make the property accessible and will cooperate with Buyer in arranging for the inspection within the Inspection Period.

In the event repairs are required to correct deficiencies noted by the inspector, Buyer shall notify Seller in writing. Such notice shall be accompanied by a copy of the inspection report. This contingency shall be considered satisfied by the Buyer and of no further effect unless Buyer shall deliver the notice of such required repairs to Seller within the Inspection Period.

In the event repairs are required, Seller shall pay the cost of repairs. If the cost of repairs exceeds \$ 500, Seller, at Seller's election, may declare this Contract null and void upon written notice to Buyer within five (5) days of Seller's receipt of Buyer's written notice of required repairs.

Upon receipt of Seller's written notice to declare this Contract null and void, Buyer, at Buyer's election, may agree to pay the cost of repairs in excess of the amount stated in the previous paragraph, upon written notice to Seller within (5) calendar days of receipt by Buyer of Seller's written notice of Seller's election to declare the Contract null and void. In such event, this Contract shall remain in full force and effect.

If this Contract is terminated based upon this inspection contingency, the deposit shall be disbursed in accordance with the Deposit Paragraph of the Contract.

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

<u>Anthony K Porter</u>	dotloop verified 10/01/18 9:02PM EDT OD05-1W0J-06NZ-MUWL
Buyer Signature	Date
<u>Cindy L Porter</u>	dotloop verified 10/01/18 7:21PM EDT MLFU-JJVH-FRJB-ANLK
Buyer Signature	Date

<u>Brian Twilley</u>	<u>10/3/18</u>
Seller Signature	Date
<u>Carol Twilley</u>	<u>10/3/18</u>
Seller Signature	Date



10/17



Verified  
REALTORS

**PROPERTY INSPECTIONS ADDENDUM**

ADDENDUM dated 10-1-18 to Contract of Sale

between Buyer Anthony K. Porter & Cindy L. Porter

and Seller Brian Twilley & Carol Twilley

for Property known as 3784 DERONSHIRE DR. SALISBURY MD 21804

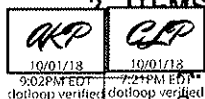
The following provisions are included in and supersede any conflicting language in the Contract.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum.

**This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.**

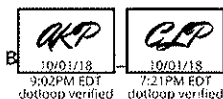
**2. ITEMS TO BE INSPECTED:**



**Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within twenty ( 20 ) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted: \_\_\_\_\_

**B. Mold:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance.

**C. Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance. Inspection(s) may include, but



are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted: \_\_\_\_\_

+ **D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.



+ **E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

+ **F. Lead-Based Paint Hazard Inspection:** Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.

+ **G. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for \_\_\_\_\_. Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.

**Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.**

**3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be

Buyer  10/01/18 9:02PM EDT dotloop verified  
Seller  10/01/18 7:21PM EDT dotloop verified



present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

**4. INSPECTION REPORT PROCESS:** The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

**A. Waiver of Buyer's Right to Terminate Contract**

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action and/or credit is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

**B. Buyer's General Right to Terminate Contract**

**NOTICE:** THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by Seller to Buyer for acceptance by Buyer. If Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of Buyer.

Buyer, upon written notice to Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: \_\_\_\_\_ / \_\_\_\_\_



Seller: \_\_\_\_\_ / \_\_\_\_\_

**C. Buyer's Specific Right to Terminate Contract**

**NOTICE:** This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer, or offer a credit. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in

Buyer:    
10/01/18 10/01/18  
9:02PM EDT 7:21PM EDT  
dotloop verified dotloop verified

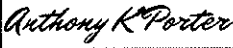

accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.


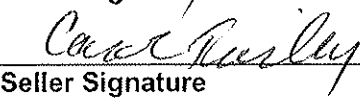
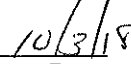

If Seller offers Buyer a credit, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's offer, may elect either to terminate the Contract or accept the credit. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer accepts the credit, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or accept the credit, the Contract shall remain in full force and effect; and Seller shall credit Buyer the amount Seller offered at settlement, subject to lender approval. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

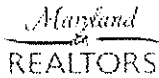
**5. REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

**6. DAMAGE TO PROPERTY:** If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, except for damage caused by Seller's negligence, Buyer shall promptly reimburse Seller for all costs incurred in correcting such damage.

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

	<small>dotloop verified 10/01/18 9:02PM EDT Q8X4-QZFZ-ZHDA-JAT9</small>	
Buyer Signature		Date
	<small>dotloop verified 10/01/18 7:21PM EDT OKYH-LBPO-RNMV-HY88</small>	
Buyer Signature		Date

			
Seller Signature	Seller Signature	Date	Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT**  
**NOTICE TO BUYER**

For initial sale of a lot within a development consisting of more than 12 lots to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED 10-1-18 TO CONTRACT OF SALE  
BUYER(S): Anthony K Porter & Cindy L Porter  
SELLER(S): Brian Twilley & Carol Twilley  
PROPERTY: 3784 Devonshire Dr., Salisbury MD 21804

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act ("the Act"), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). For the purposes of the Act, "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development. The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 7 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in section 11B-105(b) of the Act ("the MHAA" information) as follows:

(1) The name, principal address, and telephone number of the vendor and of the declarant. If the declarant is not the vendor; or, if the vendor is a corporation or partnership, the names and addresses of the principal officers of the corporation, or general partners of the partnership;

(2) The name, if any, of the homeowners association and, if incorporated, the state in which the homeowners association is incorporated, the name of the Maryland resident agent;

(3) A description of:

- (i) The location and size of the development, including the minimum and maximum number of lots currently planned or permitted, if applicable, which may be contained within the development; and
- (ii) Any property owned by the declarant or the vendor contiguous to the development which is to be dedicated to public use;

(4) If the development is or will be within or a part of another development, a general description of the other development;

(5) If the declarant has reserved in the declaration the right to annex additional property to the development, a description of the size and location of the additional property and the approximate number of lots currently planned to be contained in the development, as well as any time limits within which the declarant may annex such property;

(6) A copy of:

- (i) The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable; and
- (ii) The bylaws and rules of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable;

(7) A description or statement of any property which is currently planned to be owned, leased, or maintained by the homeowners association;



Maryland Homeowners Association Act Notice To Buyer

(8) A copy of the estimated proposed or actual budget for the homeowner's association for the current fiscal year, including a description of the replacement reserves for common area improvements, if any, and a description of the current projected budget for the homeowners association based upon the development fully expanded in accordance with expansion rights contained in the declaration;

(9) A statement of current or anticipated mandatory fees or assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and for other purposes related to the homeowners association and whether the declarant or vendor will be obligated to pay the fees in whole or in part;

(10) A brief description of zoning and other land use requirements affecting the development; or a written disclosure of where the information is available for inspection.

(11) A statement regarding:

- (i) When mandatory homeowners association fees or assessments will first be levied against owners of lots;
- (ii) The procedure for increasing or decreasing such fees or assessments;
- (iii) How fees or assessments and delinquent charges will be collected;
- (iv) Whether unpaid fees or assessments are a personal obligation of owners of lots;
- (v) Whether unpaid fees or assessments bear interest and, if so, the rate of interest;
- (vi) Whether unpaid fees or assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act; and
- (vii) Whether lot owners will be assessed late charges or attorney's fees for collecting unpaid fees or assessments and any other consequences for the nonpayment of the fees or assessments;

(12) If any sums of money are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments, a statement of the amount to be collected and the intended use of such funds; and

(13) A description of special rights or exemptions reserved by or for the benefit of the declarant or the vendor, including:

- (i) The right to conduct construction activities within the development;
- (ii) The right to pay a reduced homeowners association fee or assessment; and
- (iii) Exemptions from use restrictions or architectural control provisions contained in the declaration or provisions by which the declarant or the vendor intends to maintain control over the homeowners association.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason.

The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendment to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

Maryland Homeowners Association Act Notice To Buyer

- (1) Architectural changes, design, color, landscaping, or appearance;
- (2) Occupancy density;
- (3) Kind, number, or use of vehicles;
- (4) Renting, leasing, mortgaging or conveying property;
- (5) Commercial activity; or
- (6) Other matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

<i>Anthony K Porter</i>	dotloop verified 10/01/18 9:02PM EDT YSA3-GVA5-KNTU-N8TF
Buyer	Date
<i>Cindy L Porter</i>	dotloop verified 10/01/18 7:21PM EDT R4KK-YUJE-9QWA-UA90
Buyer	Date

<i>B. J. G.</i>	<i>10/3/18</i>
Seller	Date
<i>Carol Terrell</i>	<i>10/3/18</i>
Seller	Date



**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO  
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

For the sole purpose of assisting the agent in preparing an offer and  
is not to be part of the Contract of Sale

ADDENDUM dated 10-1-18 to Exclusive Right to Sell Brokerage Agreement  
between Seller(s) Brian Twilley and Carol Twilley  
and Broker COLDWELL BANKER RESIDENTIAL BROKERAGE  
for Property known as 3784 DEUNSHIRE

**INCLUSIONS/EXCLUSIONS:** Seller intends for these items marked below to be included in the sale of the property  
unless otherwise negotiated:

**INCLUDED**

- ☒ Alarm System
- ☒ Built-in Microwave
- ☒ Ceiling Fan(s) # \_\_\_\_\_
- ☐ Central Vacuum
- ☒ Clothes Dryer
- ☒ Clothes Washer
- ☒ Cooktop
- ☒ Dishwasher
- ☒ Drapery/Curtain Rods
- ☒ Draperies/Curtains
- ☐ Electronic Air Filter

**INCLUDED**

- ☐ Exhaust Fan(s) # \_\_\_\_\_
- ☒ Exist. W/W Carpet
- ☒ Fireplace Screen/Doors
- ☒ Freezer
- ☐ Furnace Humidifier
- ☒ Garage Opener(s) # \_\_\_\_\_
- ☐ w/remote(s) # \_\_\_\_\_
- ☐ Garbage Disposer
- ☐ Hot Tub, Equip. & Cover
- ☐ Intercom
- ☐ Playground Equipment

**INCLUDED**

- ☐ Pool, Equip. & Cover
- ☒ Refrigerator(s) # \_\_\_\_\_
- ☒ w/ice maker
- ☐ Satellite Dish
- ☒ Screens
- ☒ Shades/Blinds
- ☐ Storage Shed(s) # \_\_\_\_\_
- ☒ Storm Doors
- ☒ Storm Windows
- ☒ Stove or Range
- ☐ T.V. Antenna

**INCLUDED**

- ☐ Trash Compactor
- ☐ Wall Oven(s) # \_\_\_\_\_
- ☐ Water Filter
- ☐ Water Softener
- ☐ Window A/C Unit(s)  
# \_\_\_\_\_
- ☐ Window Fan(s)  
# \_\_\_\_\_
- ☐ Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

**LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS:** Seller's intentions with regard to any leased  
items are as follows:

**UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING:** (Check all that apply)

Water Supply: ☐ Public ☒ Well  
Sewage Disposal: ☐ Public ☒ Septic  
Heating: ☐ Oil ☐ Gas ☐ Elec. ☒ Heat Pump ☐ Other GEO THERMAL OPEN LOOP  
Hot Water: ☐ Oil ☐ Gas ☒ Elec. ☐ Other  
Air Conditioning: ☐ Gas ☐ Elec. ☐ Other GEO THERMAL OPEN LOOP

Seller Brian Twilley Date \_\_\_\_\_

Seller Carol Twilley Date \_\_\_\_\_



10/17



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CBRB MAR910a2D1 (10/17)



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3784 DEJONSHIRE

Legal Description: \_\_\_\_\_

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a)(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 24 Yrs

Property System: Water, Sewage, Heating & Air Conditioning ( Answer all that apply)

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic System approved for _____ (# bedrooms)	Other Type _____
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Heat Pump Age <u>4</u> <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Heat Pump Age <u>4</u> <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity <u>50 GAL</u> Age <u>1</u> <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown  
Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☒ Does Not Apply  
Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown  
Type of Roof: ARCHITECTURAL SHINGLE Age: 10  
Comments: \_\_\_\_\_

Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:  
Comments: \_\_\_\_\_

Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown  
Comments: \_\_\_\_\_

5. Plumbing system: Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_

Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
☐ Yes ☒ No ☐ Unknown  
Comments: \_\_\_\_\_

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No  
Are the smoke alarms over 10 years old? ☒ Yes ☐ No  
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No  
Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
When was the system last pumped? Date 2015-4 ☐ Unknown  
Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply? ☐ Yes ☒ No ☐ Unknown  
Comments: \_\_\_\_\_

Home water treatment system: ☒ Yes ☐ No ☐ Unknown  
Comments: NOT USED IN LAST 10 YEARS

Fire sprinkler system: ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_

Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

11. Insulation:  
In exterior walls? ☒ Yes ☐ No ☐ Unknown  
In ceiling/attic? ☒ Yes ☐ No ☐ Unknown  
In any other areas? ☒ Yes ☐ No ☐ Unknown Where? UNDER FLOOR  
Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
☐ Yes ☒ No ☐ Unknown  
Comments: \_\_\_\_\_

Are gutters and downspouts in good repair? ☒ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_



13. Wood-destroying insects: Any infestation and/or prior damage? ☐ Yes ☒ No ☐ Unknown

Comments: \_\_\_\_\_

Any treatments or repairs? ☐ Yes ☒ No ☐ Unknown

Any warranties? ☐ Yes ☒ No ☐ Unknown

Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☒ No ☐ Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: \_\_\_\_\_

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☒ Yes ☐ No ☐ Does Not Apply ☒ Unknown

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐ Yes ☒ No ☐ Unknown If yes, specify below

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☒ Yes ☐ No ☐ Unknown If yes, specify below

Comments: PHIA

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☒ No ☐ Unknown

Comments: \_\_\_\_\_

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner [Signature] Date \_\_\_\_\_

Owner [Signature] Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser Anthony K Porter dotloop verified 10/01/18 9:14PM EDT BSTX-7XAP-11CG-JYOT Date \_\_\_\_\_

Purchaser Cindy L Porter dotloop verified 10/01/18 7:14PM EDT 5RYT-MYGG-1AMZ-0WM6 Date \_\_\_\_\_

*Maryland*  
**REALTORS**



**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated \_\_\_\_\_ to the Contract of Sale  
between Buyer  
and Seller **Brian Twilley and Carol Twilley**  
for Property known as 3784 DENVER AVE

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER**:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the required permits were obtained for any improvements made to the property;
  - (x) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

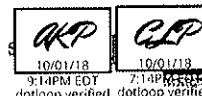
**OR**

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and



Buyer [Signature]



- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and  
(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or  
(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

☐ Anthony K Porter dotloop verified 10/01/18 9:14PM EDT 2YKJ-WN3U-74QK-S8RN  
Buyer's Signature Date

☐ B. T. G.  
Seller's Signature Date

☐ Cindy L Porter dotloop verified 10/01/18 7:14PM EDT GM0N-Z3DO-VSSG-NP3N  
Buyer's Signature Date

☐ Carol H. H. H.  
Seller's Signature Date

☐ Deborah Brittingham dotloop verified 10/01/18 6:13PM EDT GN2V-QEND-DCQR-JHQZ  
Agent's Signature Date

☐ \_\_\_\_\_  
Agent's Signature Date

MARYLAND  
(WICOMICO COUNTY)  
GENERAL ADDENDUM TO ALL CONTRACTS OF SALE  
FOR IMPROVED PROPERTIES LOCATED IN THE STATE OF MARYLAND

Required Coldwell Banker Residential Brokerage Addendum for Every Contract of Sale for New or Resale,  
Improved Residential Property

Contract of Sale dated: 10-01-2018

Buyer(s): Anthony K. & Cindy L. Porter

Seller(s): Brian Twilley and Carol Twilley

Property: 3784 DEVONSHIRE

- Regarding:
1. Consumer Disclosure Required by Federal Law
  2. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
  3. Consumer Disclosures Required by State and/or Local Law
  4. Additional General Contract Provisions

1. **LEAD-BASED PAINT HAZARD:** Poisoning from lead-based paint is a serious health hazard, particularly to young children and pregnant women. Lead-based paint occurs more often in houses constructed prior to 1978. Extensive rental property registration and certification and owner and tenant notice and acknowledgment documentation is mandatory.

**LEAD-BASED PAINT HAZARDS.** Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer(s), based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer(s) with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the Buyer(s), the Seller is required to provide the Buyer(s) with the EPA pamphlet entitled "Protect Your Family from Lead in Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the Act were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Lead-based paint information can be obtained by contacting the National Safety Council's National Lead Information Center (1-800-424-5323).

CBRB WC315AJ (01/10)

2. PROPERTY INSPECTION: (\*)

A. General Terms: Buyer has the right, subject to Seller's written acceptance, to make the offer to purchase contingent upon an inspection of the Property. The inspections will be performed by a professional engineer, expert or inspection specialist of Buyer's choice, at Buyer's risk of damage to the Property, and at Buyer's expense. Buyer has the right to be present during any inspection of the Property. Separate inspection addenda shall set forth the scope of the inspection and shall include provisions regarding the timely completion of the inspection and the delivery of inspection results as well as the mechanism or procedure to be followed by Buyer and Seller in responding to situations or conditions objected to by Buyer. The Brokers and Sales Associates may, if requested, provide information regarding inspection service companies available and fees charged.

B. Scope of the Property Inspections:

1. Inspection of the Structural Components: Buyer may wish to have an inspection for the purpose of determining the physical condition of the following items or systems now present on the Property and included in the purchase price: heating, plumbing, electrical and air cooling and/or filtering systems; roof and roof components, structural components and foundation and basement insofar as water penetration is concerned.

2. Other Property Characteristics to Be Considered: There may be a number of property characteristics which could affect the suitability of the Property for Buyer's intended use. Brokers and Sales Associates are not generally aware of these characteristics and/or do not have the technical knowledge to advise Buyer of the significance of these characteristics. Therefore, Buyer may wish to have additional inspections of the Property made. The following information is provided to assist Buyer in making an informed decision regarding the scope of any additional inspections.

a. Environmental Considerations: Hazardous Materials: There are hazardous materials which could affect the Property. Hazardous materials include, but are not necessarily limited to, petroleum products, cleaning chemicals, paint and lead-based paint (See Section 1), lawn and garden chemicals, urea formaldehyde foam insulation (UFFI), asbestos, toxic mold, contamination affecting soil and drinking water, electromagnetic fields from high tension wires, interior pollutants from improper ventilation, including the presence of radon gas in excess of EPA standards, the proximity of landfills and disposal sites, and the presence of underground storage tanks. Additional information regarding these substances is available from the U.S. Environmental Protection Agency (EPA) at (202) 546-4111 or [www.epa.gov/epahome/hotline.htm](http://www.epa.gov/epahome/hotline.htm) and/or the Maryland Department of the Environment at (410) 537-3000 or [www.mde.state.md.us](http://www.mde.state.md.us).

b. Fire Retardant Treated Plywood Used in Construction: In some instances, the use of fire retardant treated (FRT) plywood as roof sheathing has resulted in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire retardant treatment used, the temperature levels in the roof and attic system and the degree of moisture present in the roof and attic system. Additional information regarding fire retardant treated plywood is available from the National Association of Homebuilders Research Center at [www.toolbase.org](http://www.toolbase.org).

c. Waters of the U.S.: Jurisdictional Wetlands: If all or a portion of the Property has been designated tidal or nontidal wetlands, the approval of both the federal and state government may be necessary before a building permit for either new construction or expansion or improvement of existing structures can be issued for the Property. Additionally, the future use of existing improved properties may be restricted. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers, Regulatory Branch (410) 962-3670 and the Maryland Department of Natural Resources, Tidal Wetlands Division (410) 537-3837 and the Nontidal Division (410) 537-3768.

d. Airport Noise Zone: If all or a portion of the Property is located in the vicinity of an airport, Buyer may wish to review an airport noise zone map if available.

e. Flood Plain: (\*) The Property or part of the Property could be located in an area established by the government as a "flood plain". If the property is located in a flood plain, flood insurance could be required by the mortgage lender as a condition for granting a mortgage. Construction on the Property could be prohibited or restricted.

3. CONSUMER DISCLOSURES:

A. Disclosures Required by the State of Maryland:

1. Agency Disclosures and Acknowledgment: (\*) Buyer and Seller acknowledge that prior to entering into this Contract they have been fully informed in writing of the agency relationships which the Brokers and Sales Associates involved in this sale have with Buyer and with Seller and, in addition, Buyer and Seller have provided written consent to those agency relationships.

2. Homeowners Association and/or Condominium Law and Private Agreements: (\*) If the Property is a part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, and/or subject to private maintenance agreements, Seller will make the necessary disclosures by additional attached addendum.

CBRB WC315AJ (01/10)

3. **Newly Constructed Residence:** (\*) a) New Home Warranty Security Plan: If the Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty Security Plan approved by the State of Maryland (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type, and thickness (R factor) of insulation used in the walls and roof of newly constructed residences. c) Water/Sewer Service: The Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities constructed by the developer in the subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with detailed written disclosure of the amount of the fee, the duration of the charge, and any right to prepay or discount the fee.

4. **Forest Conservation:** The Maryland Forest Conservation Act requires that any person making an application for a development, subdivision, site plan, building or grading or sediment and erosion control permit for an area greater than 40,000 sq. ft. must complete forest stand delineation and forest conservation plans. These plans require preparing and filing extensive documents and payment of certain deposits/fees. Consult the appropriate office of the local government for details.

5. **Agriculturally Assessed Property/Mandatory Sludge Notice:** If the subject Property is agriculturally assessed, the Purchaser is given the following notice: "Under § 9-241 of the Environment Article of the Annotated Code of Maryland, the Department of the Environment is required to maintain permanent records regarding every permit issued for the utilization of sewage sludge, including the application of sewage sludge on farm land. A prospective buyer has the right to ascertain all such information regarding the property being sold under this transaction."

6. **Real Property Tax Escrow Notice:** Pursuant to the State of Maryland Annotated Code, Tax Property Article § 10-204.3, a property owner may elect to pay real property taxes on an annual or semi-annual basis. Buyer(s) is advised to convey to their settlement attorney whether they wish to pay real property taxes annually or semi-annually.

**B. Disclosures Required by Wicomico County:**

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE WICOMICO COUNTY RIGHT TO FARM LAW IN COMPLIANCE WITH WICOMICO COUNTY CODE CHAPTER 186 (THE WICOMICO COUNTY RIGHT TO FARM).

**SELLER'S INFORMATION:** The following are representations made by the Seller and are not the representations of the agent(s), if any. This information is a disclosure and is not intended to be part of any contract between the Buyer and Seller.

Wicomico County allows agricultural operations (as defined in the Wicomico County Right to Farm Law) within the county. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Wicomico County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are consistent with generally accepted agricultural management practices. Wicomico County has established a reconciliation committee to assist in the resolution of any disputes which might arise between persons in this county regarding agricultural operations. If you have any questions concerning this policy or the reconciliation committee, please contact the Wicomico County Department of Planning, Zoning and Community Development for additional information.



**4. GENERAL PROVISIONS: (\*)**

A. **Suitability of Property for Specific Use:** (\*) Buyer, by submission and acceptance by Seller of a specific contingency clause, has the right to ascertain that the Property will meet a specific purpose or can be adapted to a specific use.

B. **Certifications:** Depending on the type of mortgage applied for by Buyer, lender may require certain certifications that relate to major structural components of the Property or require inspections/appraisals that certify that the Property is free of specific hazards or conditions. Buyer and Seller agree to cooperate in the production of said certificates. Unless otherwise required by law, costs of inspections/certifications will be paid by appropriate party.

C. **Credit Reports and Financial Data Sheets:** The Seller acknowledges that the content, and accuracy and completeness of any financial information concerning the Buyer submitted in conjunction with the Contract of Sale will be considered to be the sole and exclusive representation of the Buyer. Unless expressly stated to the contrary the real estate licensees involved in the transaction have neither verified nor investigated the financial information provided by Buyer.

**D. Settlement/Title Agent: Buyer selects Mid Atlantic Title**

("Settlement/Title Agent") Buyer selects:   Settlement/Title Agent shall order the title exam and survey (if required).

Buyer to Initial:  

E. **Insurance (\*)** Homeowner's Insurance (property, casualty and liability insurance) protection for the buyer will be required by a mortgage lender and/or in any case is strongly recommended. Issuance of such insurance will require that the Buyer submit an application and may require an inspection of the property by a representative of the insurance company. Buyer is advised to communicate with an insurance company before final settlement to confirm that the required insurance policy will be issued and that the cost of the policy is within the range anticipated by the Buyer.

F. **Release of Deposit:** In the event the purchase transaction is not consummated, in accordance with Maryland law, deposits held in escrow by Coldwell Banker Residential Brokerage generally will not be released absent written agreement of the parties to the contract of sale or a court order.

CBRB WC315AJ (01/10)

PLEASE NOTE: AN ASTERISK (\*) INDICATES THAT AN ADDITIONAL WRITTEN ADDENDUM PERTINENT TO THE SUBJECT MAY BE REQUIRED FOR THE CONTRACT OF SALE TO BE FULLY ENFORCEABLE.

Buyer and Seller by their signatures below confirm that they have read and that they understand and accordingly agree to the provisions of this General Addendum, including all information contained in the following paragraphs:

1. Consumer Disclosure Required by Federal Law
2. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
3. Consumer Disclosures Required by State and/or Local Law
4. Additional General Contract Provisions

*Anthony K Porter*  
dotloop verified  
10/01/18 9:14PM EDT  
CR0A-IEHX-SP3A-DFD1

Buyer

Date

*B. Twilley*

Seller

Date

*Cindy L Porter*  
dotloop verified  
10/01/18 7:14PM EDT  
19DK-JCRQ-KGL2-R9JP

Buyer

Date

*Brian Twilley*

Seller

Date

cindyporter99@yahoo.com

Buyer's Email Address

Brian.TwilleyS@gmail.com

Seller's Email Address

CBR8 WC315AJ (01/10)



Coastal Association of Realtors®  
ADDENDUM NO \_\_\_\_\_



PROPERTY: 3784 DEWONSHIRE  
SELLER: Brian Twilley and Carol Twilley  
BUYER: \_\_\_\_\_

**RIGHT TO FARM NOTICE - WICOMICO COUNTY, MD**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF WICOMICO, STATE OF MARYLAND, DESCRIBED AS \_\_\_\_\_. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE **WICOMICO COUNTY RIGHT TO FARM LAW** IN COMPLIANCE WITH WICOMICO COUNTY CODE CHAPTER 186 (THE WICOMICO COUNTY RIGHT TO FARM).

**SELLER'S INFORMATION**

The following are representations made by the seller and are not the representations of the agent(s), if any. This information is a disclosure and is not intended to be part of any contract between the buyer and seller.

Wicomico County allows agricultural operations (as defined in the Wicomico County Right to Farm Law) within the county. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Wicomico County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are consistent with generally accepted agricultural management practices. Wicomico County has established a reconciliation committee to assist in the resolution of any disputes which might arise between persons in this county regarding agricultural operations. If you have any questions concerning this policy or the reconciliation committee, please contact the Wicomico County Department of Planning, Zoning and Community Development for additional information.

Brian Twilley  
Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Carol Twilley  
Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:**

Anthony K Porter  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
dotloop verified  
10/01/18 9:14PM EDT  
3GLR-GNAW-WBH2-GWIF

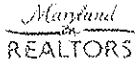
Cindy L Porter  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
dotloop verified  
10/01/18 7:14PM EDT  
XPJM-FNTE-VKOC-HCAG

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

RIGHT TO FARM NOTICE-WICOMICO COUNTY  
Revised 03/25/00  
Page 1 of 1

CBRB WC921NA (05/02)





### SHORT SALE ADDENDUM

ADDENDUM \_\_\_\_\_ dated 10/01/2018 to Contract of Sale  
between Buyer Anthony K. Porter & Cindy L. Porter  
and Seller Brian Twilley and Carol Twilley  
for Property known as 3784 Devonshire Drive

The following provisions supersede any conflicting language in the Contract.

1. **ACKNOWLEDGMENT OF SHORT SALE.** The Purchase Price in the Contract is insufficient to satisfy all debts and obligations secured by liens on the Property as well as to pay brokers' fees and other customary and necessary costs of the sale. Buyer and Seller acknowledge and agree that Seller's failure to keep existing mortgages free of default until settlement is not a default of the Contract. Seller's ability to convey good and merchantable title under the Deed and Title paragraph of the Contract is subject to obtaining releases on all liens and encumbrances. Because Third Parties will be asked to approve a lien payoff that is less than or "short of" the amount actually owed, this proposed transaction is referred to as a "Short Sale."
2. **THIRD PARTY APPROVAL CONTINGENCY.** The Contract is contingent upon Seller's receipt of written approval of the Contract by Third Parties, including, but not limited to institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and/or private parties. No later than five (5) days after the Date of Contract Acceptance, Seller shall submit the Contract to the Third Parties, together with any additional documentation required by the Third Parties, for review and approval.
3. **THIRD PARTY MODIFICATIONS.** Buyer and Seller acknowledge that the Third Parties may elect to request modifications to the terms of the Contract as a condition of approval of the sale. If a Third Party requests modifications to the Contract, Seller shall, no later than three (3) days after Seller's receipt of the request, deliver a written notice of the requested modification to Buyer. The modifications shall not be binding upon Buyer or Seller without their mutual written consent.
4. **TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT.** Buyer and Seller acknowledge that the Third Parties may elect to request that Seller agree to terms and conditions not specified in the Contract as a condition of approval of the sale. If a Third Party requests that Seller accept such terms and conditions, Buyer and Seller agree that Seller may, at Seller's sole option accept such terms and conditions.
5. **FAILURE TO OBTAIN THIRD PARTY APPROVAL.** If within 45 days after Contract Acceptance, Seller has not received Third Party approval as provided in Paragraph 2 of this Addendum or Buyer and Seller have not reached agreement as provided in Paragraph 3 of this Addendum, Buyer or Seller, upon written notice to the other party, may declare this Contract null and void and of no further legal effect. In such event, the Deposit shall be disbursed in accordance with the Deposit paragraph of the Contract.
6. **NOTICE OF DISAPPROVAL.** If Seller receives written notice of disapproval of the Contract from Third Parties, Seller shall deliver a copy of the written notice of disapproval to the Buyer and the Contract shall be deemed null and void and of no further legal force and effect. In such event, the Deposit shall be disbursed in accordance with the Deposit paragraph of the Contract.
7. **OFFERS AFTER CONTRACT ACCEPTANCE.** Buyer is hereby notified that Seller may have the right to continue to market the Property after the Date of Contract Acceptance pursuant to a written agreement between Seller and the listing broker, and Seller may be required by a Third Party to present subsequent offers received by Seller to the Third Party.
8. **CREDIT, LEGAL AND TAX ADVICE.** Seller is hereby notified that a short sale may have credit, legal or tax consequences. Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding the potential consequences of a short sale.
9. **TIMEFRAMES FOR INSPECTIONS, APPRAISAL AND FINANCING CONTINGENCIES.**
  - a. Timeframes for all inspections provided in the Contract shall be measured from:  
☐ Date of Contract Acceptance; OR ☒ ~~Date Seller delivers evidence of Third Party Approval to Buyer~~
  - b. Timeframe for Appraisal Contingency, if XX isured from:  
☐ Date of Contract Acceptance; OR ☐ ~~Date Seller delivers evidence of Third Party Approval to Buyer~~
  - c. Timeframe for Financing Contingency, if XX isured from:  
☐ Date of Contract Acceptance; OR ☐ ~~Date Seller delivers evidence of Third Party Approval to Buyer~~

*All other terms and conditions of the Contract of Sale remain in full force and effect.*

Anthony K Porter  
Buyer Signature  
dotloop verified  
10/01/18 9:14PM EDT  
PQSK-RTWH-MDAW-D3LP

Cindy L Porter  
Buyer Signature  
dotloop verified  
10/01/18 7:14PM EDT  
ZQPU-SAIN-MJUH-XIQD

B Twilley  
Seller Signature  
10/1/18  
Date

Carol Twilley  
Seller Signature  
10/1/18  
Date



10/17



John Speake  
PO Box 1308  
Salisbury, MD 21802

**Brian and Carol Twilley**  
**Case No.: 18-72335**

Greg Johnson  
6512 Cherrywalk Road  
Hebron, MD 21830

**Mailing Matrix**

Attn: Capital One Auto Finance, a division of  
Capital One, N.A. Department AIS Portfolio  
Services, LP Account: XXXXXXXXXX0071  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118

M&T Bank Mortgage  
P.O. Box 1508  
Buffalo, NY 14240

Brian and Carol Twilley  
3431 Blackbeard Road  
Greenbackville, VA 23356

American Honda Finance Corp.  
P.O. Box 168088  
Irving TX 75016-8088

Office of the U.S. Trustee, Region 4 -N  
200 Granby Street, Room 625  
Norfolk, VA 23510

Bradley J. Swallow, Esquire  
Eric S. Schuster, Esquire  
FUNK & BOLTON, P.A.  
100 Light Street, Suite 1400  
Baltimore, Maryland 21202

Remax Coast & Country  
Attn: Deborah Brittingham  
38613 Benro Dr., Unit 5  
Delmar, DE 19940

Anthony and Cindy Porter  
24 Morgan Drive  
Wallingford, CT 06492

Coldwell Banker Residential  
Attn: Jeanette Taylor  
1131 S. Salisbury Boulevard  
Salisbury, MD 21801