

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MARYLAND
Greenbelt Division**

	X	
In re:	:	Chapter 11
	:	
Bruce L. Pitt	:	Case No. 16-10659-WIL
Debtor.	:	
	:	
	:	
	X	

DEBTOR’S NOTICE OF SALE OF REAL PROPERTY
AT 1500 THAMES ST. #408, BALTIMORE MD

PLEASE TAKE NOTICE that the Debtor is proposing to sell real property located at 13303 Fox Chase Ln., Spotsylvania VA 22553. Any interested party objecting to the sale must file a written objection with the Clerk of the United States Bankruptcy Court for the District of Maryland, 6500 Cherrywood Ln., Greenbelt MD 20770, on or before **August 14, 2017** setting forth in detail the basis of said objection with a copy being sent to the undersigned. If an objection is filed, the Court will hold a hearing on the objection on **August 17, 2017, at 2:00 p.m.**, in Courtroom 3-C, U.S. Courthouse, 6500 Cherrywood Ln., Greenbelt MD 20770. The Court may also rule upon objections without a hearing based upon the pleadings filed. If no objections are filed, property may be sold without further notice. Anyone desiring any further information may communicate with the undersigned.

Bruce L. Pitt, debtor (the “Debtor”), by and through the undersigned counsel, files this Notice of Sale of Real Property Located at 13303 Fox Chase Ln., Spotsylvania VA 22553 (the “Notice”), and state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicate for the relief sought in this Notice is § 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), as

complemented by Rule 6004 of the Federal Rules of Bankruptcy Procedure and D. Md. Local Rule 6004-1.

2. On January 30, 2016 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Pursuant to §§ 1107 and 1108 of the Bankruptcy Code, the Debtor is continuing to manage his property as debtor in possession. No trustee or examiner has been appointed in the Debtor's chapter 11 case. No committee of unsecured creditors has been appointed in the Debtor's chapter 11 case.

3. Debtor, along with his non-Debtor spouse, owns 13303 Fox Chase Ln., Spotsylvania VA 22553 (the "Subject Property"), in Spotsylvania County, Virginia. The property is a building lot.

4. The Debtor entered into a purchase and sale agreement for the sale of the Subject Property with Foundation Homes, Inc. ("Buyer") for a gross sales price of \$62,000. A copy of such agreement is annexed as Exhibit "A" to the copy of this Notice filed with the Court and is available upon request from the undersigned counsel. There is no relationship between the Debtor and the Buyer.

5. By this Notice, the Debtor seeks to sell the Property pursuant to § 363(b) of the Bankruptcy Code and Local Rule 6004-1, to the Buyer set forth above. All liens will be satisfied from the sale proceeds – apart from customary adjustments for taxes, the property is unencumbered.

8. Section 363(b) of the Bankruptcy Code provides that a debtor in possession "may use, sell, or lease, other than in the ordinary course of business, property of the estate." *See* 11 U.S.C. § 363(b). Local Rule 6004-1 provides that such sales are deemed approved if no objection is filed.

9. It is well-settled in this Circuit that a debtor in possession may sell assets out of the ordinary course of business pursuant to § 363(b) of the Bankruptcy Code if there is a sound business justification for doing so. *See In re Lionel Corp.*, 722 F.2d 1063, 1070 (2nd Cir. 1983); *In re Naron & Wagner, Chartered*, 89 B.R. 85, 89 (Bankr. D. Md. 1988) (adopting standard set forth in *Lionel Corp.*); *See also McDow v. Official Committee of Equity Security Holders of Criimi Mae, Inc.*, 247 B.R. 146, 149 (D. Md. 1999) (“court may authorize the use of estate property other than in the ordinary course of business when some business justification for doing so exists”).

10. It is necessary for the Debtor to sell this Property in order to raise funds to pay administrative expenses and fund a plan of reorganization. Accordingly, in the exercise of his sound business judgment, the Debtor believes that the sale price of \$62,000 is fair, and that the sale of the Property at this time is in the best interests of the Debtor, the estate and the creditors.

11. The Debtor has extensively marketed the property, showing it through his agent to several potential buyers, and thoroughly evaluated his options regarding the sale. As a result thereof, the Debtor believes that the offer represents the highest and best offer for the Property.

12. Other than real estate taxes and standard closing costs including recordation and transfer taxes, the only deduction from the purchase price is a real estate agent commission for which a separate application will be filed.

13. No appraisal of the Property has been performed for the Debtor recently. The Property was scheduled as being worth \$30,000. The 2017 tax assessment is \$75,000.

Dated: July 23, 2017.

Respectfully submitted,

/s/ Daniel M. Press
Daniel M. Press, #07300
Chung & Press, P.C.
6718 Whittier Ave., Suite 200
McLean, VA 22101
(703) 734-3800
(703) 734-0590 fax
dpress@chung-press.com

CERTIFICATE OF SERVICE

This is to certify that on this 23rd day of July, 2017, I caused the foregoing Notice to be served by CM/ECF upon the U.S. Trustee and all other persons receiving such notice, and by first class mail, postage prepaid, upon all creditors on the attached Matrix.

/s/ Daniel M. Press
Daniel M. Press

Label Matrix for local noticing
0416-0
Case 16-10659
District of Maryland
Greenbelt
Sun Jul 23 15:36:08 EDT 2017

Ditech Financial LLC
c/o Kimberly B. Lane
611 Rockville Pike
Suite 100
Rockville, MD 20852-1178

Synchrony Bank
Ramesh Singh
c/o Recovery Management Systems Corp
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Anchor Properties
5103 Commonwealth Drive
Fredericksburg, VA 22407-9325

Community Bank of Tri-County
3035 Leonardtown Road
Waldorf, MD 20601-3112

Debra K. Pitt
3945 Island Landing Court
Broomes Island, MD 20615-3077

Dr. Ted Sherwin, DDS
111 Spicers Mill Road
Orange, VA 22960-1099

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Levi Williamson
Keyinashin Williamson
13301 Fox Chase Lane
Spotsylvania, Virginia 22553-4124

Secretary of the Treasury
15th and Pennsylvania Ave., N.W.
Washington, DC 20220-0001

CitiMortgage, Inc.
BWW Law Group, LLC
6003 Executive Boulevard
Suite 101
Rockville, MD 20852-3813

Ditech Financial LLC F/K/A Green Tree Servic
3000 Bayport Drive
Suite 880
Tampa, FL 33607-8409

US Trustee - Greenbelt 11
6305 Ivy Lane, Suite 600
Greenbelt, MD 20770-6305

(p)U S SECURITIES AND EXCHANGE COMMISSION
ATLANTA REG OFFICE AND REORG
950 E PACES FERRY RD NE STE 900
ATLANTA GA 30326-1382

Community Bank of the Chesapeake
3035 Leonardtown Road
Waldorf, MD 20601-3112

Ditech Financial LLC
PO Box 6154
Rapid City, SD 57709-6154

Granite State Management & Resources
4 Barrell Court
P.O. box 3420
Concord, New Hampshire 03302-3420

James Clarke, Esquire
P.O. Box 2548
Leesburg, Vermont 20177-7754

Naviem
Dept. of Education Loan Servicing
P.O. Box 9635
Wilkes-Barre, Pennsylvania 18773-9635

State of Maryland DLLR
Division of Unemployment Insurance
1100 N. Eutaw Street, Room 401
Baltimore, MD 21201-2225

Community Bank of the Chesapeake
c/o Jeffrey W. Bernstein, Esquire
9101 Cherry Lane
Suite 207
Laurel, MD 20708-1151

HSBC Bank USA, National Association as Trust
c/o Kathryn E. Smits
Atlantic Law Group, LLC
PO Box 2548
Leesburg, VA 20177-7754

(p)CITIBANK
PO BOX 6030
SIOUX FALLS SD 57117-6030

Citibank, N.A.
P. O. Box 769004
San Antonio, Texas 78245-9004

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, MD 21201-2305

Ditech, Inc.
P.O. Box 6172
Rapid City, South Dakota 57709-6172

HSBC Bank USA, N.A.
636 Grand Regency Blvd.
Brandon, FL 33510-3942

Jason Pitt
3945 Island Landing Court
Broomes Island, Maryland 20615-3077

Renee Dyson, Esquire
Atlantic Law Group, LLC
1602 Village Market Blvd, SE, Ste. 310
Leesburg, Virginia 20175-4716

Taxing Authority of
Calvert County, MD
Treasurer Office, Courthouse
Prince Frederick, MD 20678

The Harvard Alumni Card
Customer Service
P.O. Box 31112
Tampa, Florida 33631-3112

U.S. Attorney-District of MD
4th floor
36 S. Charles St.
Baltimore, MD 21201-3119

Wells Fargo Asset securities Corp
Mtg Pass-through Certificates
636 Grand Regency Blvd.
Brandon, Florida 33510-3942

Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001

Wells Fargo Bank, N.A.
Attention: Bankruptcy Department
MAC# D3347-014
3476 Stateview Blvd
Fort Mill SC 29715-7203

Wells Fargo Home Mortgage
P.O. Box 14591
Des Moines, Iowa 50306-3591

Bruce L. Pitt
3945 Island Landing Court
Broomes Island, MD 20615-3077

Daniel M. Press
Chung & Press, P .C.
6718 Whittier Ave., Ste. 200
McLean, VA 22101-4531

Marc R. Kivitz
201 N. Charles Street, #1330,
Baltimore, MD 21201-4107

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

Citibank, NA
P.O. Box 688971
Des Moines, IA
50368-8971

Branch of Reorganization
Sec. & Exch. Commission
3475 Lenox Road NE (Suite 1000)
Atlanta, GA 30327-1232

Internal Revenue Service
Centralized Insolvency Section
PO Box 21126 (DP-N-781)
Philadelphia, PA 19114

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

(u)Dr. Sheldon Seidel, DDS
INVALID ADDRESS PROVIDED

End of Label Matrix	
Mailable recipients	38
Bypassed recipients	1
Total	39

SALES CONTRACT FOR LAND

This SALES CONTRACT ("Contract") is made on 05/15/2017 ("Contract Date") between Foundation Homes, Inc. ("Purchaser") and Bruce L and Debra K Pitt ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction Weichert, REALTORS - Lake of the Woods ("Listing Company") represents Seller, and Mac Doc Realty, LLC ("Selling Company") represents ☒ Purchaser or ☐ Seller. Listing Company and Selling Company are collectively referred to as Broker. (If the brokerage firm is acting as a dual representative for both Seller and Purchaser, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. REAL PROPERTY.** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Spotsylvania VA Virginia and described as (legal description): Fox Chase Lot 10r Sec 1

____ ("Property"), containing (more or less) ☐ square feet or ☒ acre and also known as (property address) if applicable: 1.250 13303 Fox Chase together with the items described in the PERSONAL PROPERTY INCLUDED paragraph.

- 2. PERSONAL PROPERTY INCLUDED.** The following items of personal property are included in this sale: None

- 3. DELIVERY.** The requirements for delivery of property or condominium owner's association documents are specified in the Virginia Property Owners' Association Act and/or Virginia Condominium Act paragraphs.

Delivery ("Delivery", "delivery", or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile or email transmission. The parties agree that Delivery will be deemed to have occurred: on the day delivered by hand, on the day delivered by a professional courier service (including overnight delivery service), or by United States mail, return receipt requested, or on the day sent by facsimile or email transmission, either of which produces a tangible record of the transmission.

Deliveries will be sent to the following:

A. Addressed to Seller:

By United States mail, hand delivery or courier service at _____

OR

By facsimile to Seller at _____ **OR**

By email to Seller at c/o Agent @pullin.richard@gmail.com

B. Addressed to Purchaser:

By United States mail, hand delivery or courier service at _____

OR

By facsimile to Purchaser at _____ **OR**

By email to Purchaser at c/o Agent - Teresa@FoundationHomesInc.com

COURTESY COPIES: Copies of any addenda, amendments, or Notices required by the Contract will also be provided as a courtesy to the Brokers at the following facsimile/mailling

Initials: BLP / DKP / MDR /

address/email address. The parties agree that such courtesy copies sent to the Broker will NOT constitute Delivery and that if a Broker is specified in A or B above then there is no need to Deliver the courtesy copy. This paragraph does not require items to be sent to the Broker twice.

Listing Company: Weichert, REALTORS - Lake of the Woods

Selling Company: Mac Doc Realty, LLC

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

4. **NOTICES.** Notice ("Notice", "notice", or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. For the purposes of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. Written acknowledgment of receipt of Notice is a courtesy but is not a requirement.

5. **PRICE AND FINANCING.** ☐ This sale shall be in gross, and the purchase price shown below shall be the exact sales price **OR** ☐ the purchase price shall be adjusted at Settlement to an exact purchase price of \$_____ ☐ per square foot or ☐ per acre. The exact area to be determined by a survey to be made by a licensed surveyor and paid for by: _____

A. Down Payment

\$ ~~60,000~~ **\$62,000.00**

B. Financing

1. First Trust (if applicable)

\$ _____

2. Second Trust (if applicable)

\$ _____

3. Seller Held Trust

\$ _____

Addendum attached (if applicable)

TOTAL FINANCING

\$ 0.00

SALES PRICE

\$ ~~60,000~~ **\$62,000.00**

- C. **First Deed of Trust.** Purchaser will ☐ **Obtain** **OR** ☐ **Assume** a ☐ **Fixed** **OR** an ☐ **Adjustable** rate First Deed of Trust loan of the following type:

☐ **Conventional** See Addendum Attached

☐ **VA** See Addendum Attached

☐ **FHA** See Addendum Attached

☒ **Other:** CASH

☐ This contract is not contingent on Financing.

- D. **Second Deed of Trust.** Purchaser will ☐ **Obtain** **OR** ☐ **Assume** a ☐ **Fixed** **OR** an ☐ **Adjustable** rate Second Deed of Trust loan.

- E. **Assumption Only.** Assumption fee, if any, and all charges related to the assumption will be paid by Purchaser. If Purchaser assumes Seller's loan(s): (i) Purchaser and Seller ☐ **will**, **OR** ☐ **will not** obtain a release of Seller's liability to the U.S. Government for the repayment of the loan by Settlement, (ii) Purchaser and Seller ☐ **will**, **OR** ☐ **will not** obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

6. **DEPOSIT.** Purchaser has delivered a deposit ("Deposit") to THE BUCK LAW FIRM ("Escrow Agent") of ☒ \$500.00 by check and/or ☐ \$_____ by note due and payable on upon successful completion of study period

Deposit will be placed in an escrow account of Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from Deposit. Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have

agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Purchaser agree that Escrow Agent will have no liability to any party on account of disbursement of Deposit or on account of failure to disburse Deposit, except in the event of Escrow Agent's gross negligence or willful misconduct.

7. **DOWN PAYMENT.** The balance of the down payment will be paid on or before Settlement Date by certified or cashier's check or by bank-wired funds. An assignment of funds shall not be used without prior written consent of Seller.
8. **FINANCING APPLICATION.** If this Contract is contingent on financing, Purchaser will make written application for the Specified Financing and any lender required property insurance no later than 7 days after the Date of Ratification. Purchaser grants permission for Selling Company and the lender to disclose to Listing Company and Seller general information available about the progress of the loan application and loan approval process. If Purchaser fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable lender requirements, except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.
9. **ALTERNATE FINANCING.** Purchaser may substitute alternative financing and/or an alternative lender for Specified Financing provided: (a) Purchaser is qualified for alternative financing; (b) there is no additional expense to Seller; (c) Settlement Date is not delayed; and (d) if Purchaser fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.

10. **SETTLEMENT; POSSESSION.** Seller and Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, 06/29/2017 ("Settlement Date") except as otherwise provided in this Contract. Purchaser selects The Buck Law Firm ("Settlement Agent") to conduct Settlement. Either party may retain their own legal counsel. Purchaser agrees to contact Settlement Agent within 10 Days of Date of Ratification to schedule Settlement, and to arrange for ordering the title examination and, if required, a survey.

At Settlement, Seller will deliver the deed, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

Unless otherwise agreed to in writing between Seller and Purchaser, Seller will give possession of Property at Settlement, including delivery of keys, if any. If Seller fails to do so and occupies Property beyond Settlement, Seller will be a tenant at sufferance of Purchaser and hereby expressly waives all notice to quit as provided by law. Purchaser will have the right to proceed by any legal means available to obtain possession of Property. Seller will pay any damages and costs incurred by Purchaser including reasonable attorney fees.

11. EXPENSES; PRORATIONS; ROLLBACK TAXES.

- A. Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors. All expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of Settlement Date.

B. Rollback taxes shall be paid as follows: by seller

12. BROKERAGE FEE; SETTLEMENT STATEMENTS. Seller and Purchaser authorize and direct the Settlement Agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each Listing Company and/or Selling Company shall deliver to Settlement Agent, prior to Settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct Settlement Agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.

13. STUDY PERIOD. This Contract is contingent for 20 days from the Date of Ratification for Purchaser to determine whether Property is suitable for Purchaser's intended use ("Study Period"). Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of Property is not permissible or practicable, Purchaser shall have the right, upon Notice to Seller, to terminate this Contract, in which event Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein. In such event, Purchaser ☐ shall **OR** ☒ shall not deliver to Seller all documents related to the study(ies) conducted during the Study Period.

All engineering, surveying, topographic maps, site plans, special use permits, soil testing data, and any other technical information affecting Property in the possession of Seller ☐ will be made available to Purchaser within _____ days from Date of Ratification **OR** ☐ will not be made available to Purchaser.

14. SOIL STUDY. This Contract is contingent for _____ days from Date of Ratification to allow ☐ Purchaser at Purchaser's expense **OR** ☐ Seller at Seller's expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of _____ on Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of Property is not permissible or practicable, Purchaser shall have the right, upon Notice to Seller, to terminate this Contract, in which event Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.

15. RIGHT TO DEVELOP. Purchaser shall have the right, at any time after Settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of said Property, without obligation to make any prepayment on account of the debt secured by Seller financing deed of trust. In the event of Seller financing, Purchaser shall obtain Seller approval prior to any demolition of improvements or change(s) of topography. Seller approval of such changes shall not be unreasonably withheld.

16. ACCESS. Purchaser and Purchaser's agents and engineers shall have the right to enter onto Property at all reasonable times prior to Settlement for purposes of engineering, surveying, title or other work, so long as such studies do not result in a permanent change in the character or topography of Property. Access by easement must be acceptable to lender. Purchaser shall not interfere with Seller's use of Property, and Purchaser, at Purchaser's expense, shall promptly restore Property to its prior condition upon completion of Purchaser's studies or work. Purchaser shall keep Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on Property. This obligation shall survive Settlement and transfer of title and possession to Property.

Initial: Seller BLP DS Purchaser MD DS

- 17. HAZARDOUS MATERIALS.** Seller hereby expressly represents and warrants to Purchaser that during the period of Seller's ownership of Property, Seller has not used and Seller had no actual knowledge of others using Property or any portion for landfill, dumping, or other disposal activities, or operation including storage of raw materials, products, or waste of hazardous nature, or for any other use which might give rise to the existence of hazardous materials as defined by but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or by any local ordinances on Property which could create liability for Purchaser. Seller agrees to indemnify and hold Purchaser harmless from and against any and all costs, expenses, and liabilities which may be incurred by Purchaser (including, without limitation, court costs, reasonable attorney's fees, and claims by any governmental agencies) as a result of any breach of the representations and warranties in this paragraph. Seller and Purchaser shall not hold Broker liable for any breach of this paragraph.
- 18. RISK OF LOSS.** All risk of loss or damage to Property by fire, windstorm, casualty, or other cause is assumed by Seller until Settlement. In the event of substantial loss or damage to Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to Property.
- 19. TITLE.** The title report and survey, if required, will be ordered promptly and, if not available on Settlement Date, then Settlement may be delayed for up to 10 days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and Deposit will be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Purchaser. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond Settlement Date. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. Broker is hereby expressly released from all liability for damages by reason of any defect in the title. Seller will convey Property by ☐ special warranty deed **OR** ☒ by general warranty deed with English covenants of title ("Deed"). Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes Settlement Agent to obtain pay-off or assumption information from any existing lenders. The manner of taking title may have significant legal and tax consequences. Purchaser is advised to seek the appropriate professional advice concerning the manner of taking title. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders, or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting Property on Settlement Date.
- 20. VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT.** Seller represents that Property ☒ is **OR** ☐ is not located within a development that is subject to the Virginia Property Owner's Association Act (the "POA Act"). The POA Act requires Seller of a property within such a development to obtain an Association Disclosure Packet (the "Packet") from the property owners' association and provide it to Purchaser. The information in the Packet shall be current as of a date specified on the Packet. For Delivery of the Packet or the Notice of non-availability of the Packet, Purchaser chooses the following

method: ☐ hardcopy **OR** ☒ electronic at the following address: c/o Agent:

Teressa@FoundationHomesInc.com

Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if Purchaser receives the Packet on or before the Date of Ratification, (b) within 3 days after receiving the Packet by hand delivery, (c) within 3 days after receiving the Packet electronically with a receipt to sender, or (d) within 6 days after the postmark date if the Packet is mailed to Purchaser.

If the Packet is not available, Purchaser may cancel this Contract (a) within 3 days of the Date of Ratification if Purchaser receives notification that the Packet will not be available on or before the Date of Ratification, (b) within 3 days after receiving notification that the Packet will not be available by hand-delivery or electronic means, or (c) within 6 days after the postmark date of the mailed notification.

Purchaser may also cancel this Contract at any time prior to Settlement if Purchaser has not been notified that the Packet will not be available and the Packet is not delivered to Purchaser.

Written Notice of cancellation may be (a) hand delivered; (b) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (c) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the DELIVERY paragraph, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by Purchaser, or (d) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Property Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and Deposit shall be refunded in full to Purchaser.

Purchaser, at Purchaser's expense, shall have the right to request that the association provide an update of the Packet previously furnished, along with the assurance that there have been no material changes, or if there have been material changes, a statement specifying such changes.

The right to receive the Packet and to cancel this Contract terminates at Settlement.

- 21. VIRGINIA CONDOMINIUM ACT.** Seller represents that Property ☐ is **OR** ☒ is not a condominium unit. If Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires Seller to obtain from the condominium unit owners' association ("Unit Owners' Association") certain financial and other disclosures (the "Resale Certificate") and provide it to Purchaser. If the Resale Certificate is not available on the Date of Ratification, Seller shall promptly request it from the Unit Owners' Association and provide it to Purchaser. The information contained in the Resale Certificate shall be current as of a date specified on the Resale Certificate. For Delivery of the Resale Certificate, Purchaser chooses the following method: ☐ hardcopy **OR** ☐ electronic at the following address: _____

Purchaser may cancel this Contract: (a) within 3 Days after the Contract Date, if Purchaser receives the Resale Certificate on or before the date that Purchaser signs this Contract; (b) within 3 Days after receiving the Resale Certificate if the Resale Certificate is delivered by

hand or electronically with a receipt to sender; or (c) within 6 Days after the postmark date if the Resale Certificate is sent to Purchaser by United States mail, return receipt requested.

After receiving the Resale Certificate from Seller, Purchaser, at Purchaser's expense, may submit a copy of the Contract to the Unit Owners' Association along with a request for assurance from the Unit Owners' Association that the information submitted in the Resale Certificate remains materially unchanged, or if there have been material changes, a statement specifying such changes.

Written Notice of cancellation may be (a) hand delivered; (b) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (c) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the DELIVERY paragraph, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by Purchaser, or (d) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel this Contract under the Virginia Condominium Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and Deposit shall be refunded in full to Purchaser.

The right to receive the Resale Certificate and to cancel this Contract terminates at Settlement.

- 22. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN.** Virginia law (Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (a) 90 Days from the last day of the month in which the lienor last performed work or furnished materials or (b) 90 Days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.
- 23. NOTICE TO PURCHASER(S).** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.
- 24. DEFAULT.** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in BROKERAGE FEE; SETTLEMENT STATEMENTS paragraph hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions

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contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, Legal Expenses expended or incurred in prosecuting or defending such action.

25. BROKERS: LICENSEE STATUS.

- A. Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.
- B. The parties acknowledge that _____ is an ☐ active or ☐ inactive licensed real estate agent in ☐ DC ☐ MD ☐ VA ☐ WV ☐ Other and is either the ☐ Buyer ☐ Seller or ☐ is related to one of the parties in this transaction.

26. DEFINITIONS.

- A. "Appraisal" means a written appraised valuation of the Property.
- B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- C. All reference to time of day shall refer to the time of day in the Eastern Time Zone of the United States.
- D. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day.
- E. "Date of Ratification" means the date of final acceptance in writing by Purchaser and Seller, of all the terms of this Contract (not the date of expiration or removal of any contingencies).
- F. "Specified Financing" means the loan type(s) and amount(s), if any, specified in the PRICE AND FINANCING paragraph.
- G. The masculine includes the feminine and the singular includes the plural.
- H. "Possession Date" - See SETTLEMENT, POSSESSION paragraph.
- I. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

27. MISCELLANEOUS. This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

28. VOID CONTRACT. If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that the Deposit be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph.

27. ENTIRE AGREEMENT. This Contract will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

28. TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

29. ASSIGNMENT. This Contract may be assigned. In the event it is assigned, the original parties to the Contract remain obligated hereunder until Settlement.

30. OTHER TERMS.

The sales contract addendums 1, 2, and 3 are part of the contract.

SELLER:

6/8/2017
DocuSigned by:
Bruce L Pitt

Date Signature 876DDFDE97104E7...

6/8/2017
DocuSigned by:
Debra L Pitt

Date Signature 21465D9FF21D405...

PURCHASER:

5/15/2017
DocuSigned by:
Mark Doherty

Date Signature 91E97A743EE1433

Date Signature

Date of Ratification
6/28/2017

For information purposes only:

Listing Company's Name and Address:

4258 Germanna Hwy A, Locust Grove, VA 22508

Office # (540) 645-2078 FAX #

MRIS Broker Code and Office ID WEI46

Agent Name Richard Pullin

Selling Company's Name and Address:

Mac Doc Realty, LLC
1809 William Street Fredericksburg VA 22407

Office # 5402887005 FAX #

MRIS Broker Code and Office ID MACC1

Agent Name Teresa Taylor-Griffis

Real Estate License Number & Jurisdiction

Agent MRIS ID# 3093266

Team Leader/Agent

Agent Email Address pullin.richard@gmail.com

Real Estate License Number & Jurisdiction

Agent MRIS ID# 3012631

Team Leader/Agent

Agent Email Address
Teresa@FoundationHomes.Inc.com

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DISCLOSURE OF BROKERAGE RELATIONSHIP FOR UNREPRESENTED PARTY(IES)

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee
Teressa Taylor-Griffis (Broker or Salesperson) associated with
Mac Doc Realty, LLC (Brokerage Firm) represents only the
 following party in a real estate transaction for the sale or lease of _____
13303 FOX CHASE LN, SPOTSYLVANIA, VA 22553 (Property):

☐ Seller(s) OR ☐ Landlord(s)
☒ Buyer(s) OR ☐ Tenant(s)

SELLER/LANDLORD

Print Name

Date Signature

BUYER/TENANT

Foundation Homes, INC.

Print Name

5/15/2017

DocuSigned by:

01E97A743FEF1423...

Date Signature

SELLER/LANDLORD

Print Name

Date Signature

BUYER/TENANT

Print Name

Date Signature

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ADDENDUM 3

This Addendum is made on May 16, 2017, to a sales contract ("Contract") offered on May 15, 2017, between Foundation Homes, Inc.

____ ("Purchaser") and Bruce L Pitt, Debra K Pitt

____ ("Seller") for the purchase and sale of the Property: 13303 Fox Chase Lane, Spotsylvania, VA 22553

The parties agree that this Contract is modified as follows:

In the event that the seller is unable to obtain a final and non-appealable Order authorizing the seller to convey the real property free and clear of all liens and encumbrances, then this contract shall be null and void, the seller shall have no liability to any party, and any deposit shall be returned to the buyer(s).

This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

5/24/2017

DocuSigned by:
Bruce L Pitt

Date Signature
5/26/2017 **Bruce L Pitt**

DocuSigned by:
Debra K Pitt

Date Signature
Debra K Pitt

/_____
Date Signature

/_____
Date Signature

PURCHASER:

6/28/2017

DocuSigned by:
Mark Doherty

Date Signature
Foundation Homes, Inc.

/_____
Date Signature

/_____
Date Signature

/_____
Date Signature



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ADDENDUM 2

This Addendum is made on May 17, 2017, to a sales contract ("Contract") offered on May 15, 2017, between Foundation Homes, Inc.

("Purchaser") and Bruce L Pitt, Debra K Pitt

("Seller") for the purchase and sale of the Property: 13303 Fox Chase Lane, Spotsylvania, VA 22553

The parties agree that this Contract is modified as follows:

In the event that is it also necessary for the seller to commence a contested matter against the holder of any lien secured by the real property which is the subject of this contract of sale, for such circumstances where the proceeds of sale after the payment of all costs, fees, commissions, charges and closing costs (hereinafter "the net proceeds of sale") are not sufficient to pay in full at settlement the amount owed on such lien, then in such event, this contract of sale is contingent upon the seller, Bruce L. Pitt, in his Chapter 11 Case No. 16-10659-WIL, obtaining from the United States Bankruptcy Court for the District of Maryland or other Court of competent jurisdiction a final, non-appealable Order authorizing the seller to convey the real property free and clear of all liens and encumbrances with such liens and encumbrances being removed from the real property which is the subject of this contract of sale and transferring in their order of priority to the net proceeds of sale to be paid at settlement to the fullest extent possible.

This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

5/24/2017

Bruce L Pitt
Signature
Bruce L Pitt
5/26/2017

Debra K Pitt
Signature
Debra K Pitt

/
Date Signature

/
Date Signature

PURCHASER:

6/28/2017

Mark Doherty
Signature
Foundation Homes, Inc.

/
Date Signature

/
Date Signature

/
Date Signature



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ADDENDUM 1

This Addendum is made on May 16, 2017, to a sales contract ("Contract") offered on May 15, 2017, between Foundation Homes, Inc.

("Purchaser") and Bruce L Pitt, Debra K Pitt

("Seller") for the purchase and sale of the Property: 13303 Fox Chase Lane, Spotsylvania, VA 22553

The parties agree that this Contract is modified as follows:

This contract of sale is contingent upon Notice to creditors being issued by the seller, Bruce L. Pitt, in his Chapter 11 Case No. 16-10659-WIL pending in the United States Bankruptcy Court for the District of Maryland, and the expiration of the twenty-one day objection period with no objection having been filed or the overruling of any objection by the United States Bankruptcy Court for the District of Maryland in favor of the seller. In the event that an objection is sustained by the United States Bankruptcy Court for the District of Maryland, then this contract shall be null and void, the seller shall have no liability to any party, and any deposit shall be returned to the buyer(s).

This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

5/24/2017

DocuSigned by:
/ Bruce L Pitt
Date 5/26/2017
Signature Bruce L Pitt

DocuSigned by:
/ Debra K Pitt
Date
Signature Debra K Pitt

/
Date Signature

/
Date Signature

PURCHASER:

6/28/2017

DocuSigned by:
/ Mark Doherty
Date Signature Foundation Homes, Inc.

Date Signature

/
Date Signature

/
Date Signature



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Bruce Pitt

SALES CONTRACT ADDENDUM

This Addendum is made on 06/28/2017, to a Sales Contract ("Contract") dated 05/15/2017
 between Foundation Homes, Inc. ("Purchaser")
 and Bruce L and Debra K Pitt ("Seller")
 for the purchase and sale of the Property: Fox Chase Lot 10r Sec 1- 13303 Fox Chase

The Parties agree that the Contract is modified as follows:

Settlement and study period extended to August 1, 2017.

This Addendum shall not alter, modify or change in any other respect the Contract, and except as modified herein, all of the terms and provisions of the Contract are expressly ratified and confirmed and shall remain in full force and effect.

WITNESS OUR SIGNATURES AND SEALS:**SELLER:**6/30/2017

Date

DocuSigned by:

Bruce L Pitt

Signature

B76DDFDE97104E7...

PURCHASER:6/28/2017

Date

DocuSigned by:

Mark Doherty

Signature

91F97A743FF1433...

6/30/2017

Date

DocuSigned by:

Debra K Pitt

Signature

F4465D9FF21D405...

Date

Signature



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