UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA MIAMI DIVISION

In re:	Case No. 17-13739-LMI
	Chapter 11
HOLLYWOOD ONE, L.L.C.	
Debtor(s).	

DEBTOR'S MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

Property Address: 4806 Mantlewood Way, #201, Aberdeen, MD 21009

Hearing requested prior to proposed closing date of December 15, 2017.

Debtor-in-Possession, Hollywood One, L.L.C. (the "Debtor") files this Motion to Sell Property Free and Clear of Liens Claims and Encumbrances and states as follows:

I. <u>BACKGROUND</u>

- 1. On March 28, 2017, the Debtor filed a voluntary Chapter 11 bankruptcy petition. Since that time, the Debtor has operated as debtor-in-possession pursuant 11 U.S.C. §§1107 and 1108.
- 2. As of the date hereof, no creditors' committee has been appointed. In addition, no trustee or examiner has been appointed.
- 3. This Court has jurisdiction over the instant Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (M), (N) and (O).
- 4. The statutory bases for the relief sought herein are sections 105(a) and 363 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6004 and 9014 of the Federal Rules of Bankruptcy Procedure.
- 5. The Debtor is the owner of multiple parcels of undeveloped land and two residential condominium units in Harford County, Maryland (the "Maryland Properties"). One of the two

residential condominium units has the address of 4806 Mantlewood Way, #201, Aberdeen, MD 21009 ("Unit 201").

- 6. Unit 201 is valued by the Maryland state tax assessor at \$145,000.00 and by the website www.zillow.com at \$170,000.00. *See* Exhibit A and Exhibit B.
- 7. Fulton Bank holds a senior secured mortgage on the Maryland Properties, including Unite 201. According to its Proof of Claim, the outstanding indebtedness on Fulton Bank's mortgage is \$1,608,760.91. Fulton Bank has alleged that it holds additional claims secured by the Maryland Properties which would bring the total Fulton Bank debt to approximately \$4.5 million dollars.
- 8. In July 2017, the Debtor sold a portion of the Maryland Properties and paid down \$471,475.00 of the Fulton Bank debt.
 - 9. The Debtor has had Unit 201 listed for sale for parts of 2015, 2016 and 2017.
- 10. On July 6, 2017, the Court approved the Debtor's application to employ Rita Quintero and the Regional Team of Keller Williams American Premier Realty ("Keller Williams") (D.E. #65) as a real estate broker to market and sell, among other things, Unit 201.
- 11. On November 16, 2017, the Debtor entered into a contract (the "Contract") to sell Unit 201 for \$160,000.00 to Shirley Hott (the "Buyer"). A copy of the Contract is attached hereto as Exhibit C.
- 12. The proposed transaction is arms-length and the Buyer is not an insider of the Debtor.
 - 13. The Contract sets a proposed closing date of December 15, 2017.
- 14. An itemization of the proposed settlement and closing costs (not including payments to Fulton Bank) is attached hereto as Exhibit D.
- 15. If approved, the Debtor intends to utilize the funds from the proposed sale to further pay down Fulton Bank's secured claim or in a manner agreed to by Fulton Bank.

16. Any payments made to Fulton Bank pursuant to the sale are without prejudice to the Debtor's right to object to Fulton Bank's claim in this bankruptcy case.

II. RELIEF REQUESTED

- 17. The Debtor respectfully requests authority to sell the estate's right, title and interest in Unit 201 to the Buyer free and clear of all liens, claims, and encumbrances, with any liens, claims and encumbrances to attach to the sale proceeds pursuant to 11 U.S.C. §§ 363(b) and (f).
- 18. The Debtor believes that the proposed sale to the Buyer will maximize the value and benefit of Unit 201 to creditors of this estate.
- 19. The sale be on an "as is, where is" basis without representations of any kind, except as may be contained in the Contract.
- 20. Section 363(b) provides, in relevant part, that a debtor "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Sales of this nature are generally approved when the debtor demonstrates that the sale constitutes an exercise of sound "business judgment". *See Generally* 3 COLLIER ON BANKRUPTCY ¶ 363.02[1][f] (16th ed. 2011). *See also In re Diplomat Const., Inc.*, 2012 WL 5205792, *(Bankr. N.D. Ga. September 18, 2012) ("[t]he business judgment test is the prevailing rubric to evaluate the proposed transaction under § 363(b)(1)"); *In re Condere Corp.*, 228 B.R. 615 (Bankr. S.D. Miss. 1998) (business judgment); *WBQ P'ship v. Virginia*, 189 B.R. 97 (Bankr. E.D. Va. 1995) (best interest of the estate); *In re Delaware & Hudson Railway Co.*, 124 B.R. 169 (D. Del. 1991); (fair and reasonable price); *In re Phoenix Steel*, 82 B.R. 334 (Bankr. D. Del. 1987) (fair and equitable transaction).

Sound Business Judgment

21. The "sound business judgment" test requires a debtor to establish: (a) that a sound business reason justifies the sale outside the ordinary course of business, (b) that accurate and reasonable notice has been provided to interested parties, (c) that the contract obtained reflects a

fair and reasonable price, and (d) good faith. *Id.*; *In re Phoenix Steel Corporation*, 82 B.R. 334, 335 (Bankr. D. Del. 1987); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983).

22. In the present matter, sounds business reasons justify the sale of Unit 201 to the Buyer, the most obvious of which is the fact that the sale appears to be the best manner in which to pay down Fulton Bank's secured claim and maximize value for the estate. A sale will also eliminate the costs of maintaining Unit 201, which is not currently income producing.

Fair Purchase Price

23. The Debtor further believes that the purchase price is reflective of the market value of Unit 201 as it is the result of active marketing and promotion by the a Court-approved broker. Moreover, the purchase price exceeds the Maryland tax assessor estimated value. Indeed, Fulton Bank has been critical of the Debtor for not lowering the sales price for Unit 201 to less than \$139,000 (*see Motion to Dismiss Case* (D.E. #121, ¶64-65), so the Debtor presumes that Fulton Bank will support the proposed sale.

Good Faith

24. The Debtor submits the proposed sale is in good faith insofar as the Buyer is a third-party and not an insider of the Debtor. The Debtor will not be receiving any proceeds from the sale of Unit 201.

Free and Clear of Liens

25. The Debtor proposes to sell Unit 201 free and clear of all liens, claims, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code with all such liens, claims, and encumbrances attaching to certain sale proceeds. Such a sale is permitted if and when one of the following conditions is met: (1) applicable non-bankruptcy law permits sale of such property free and clear of such a lien, claim, or encumbrance; (2) the entity holding such lien, claim, or encumbrance consents to such a sale; (3) the lien, claim, or encumbrance is less than the aggregate value of all such interests; (4) such interest is in a bona fide dispute; or (5) the entity is compelled

in a legal or equitable proceeding to accept a money satisfaction of such interest. *See Generally* 3 COLLIER ON BANKRUPTCY ¶ 363.06 (16th ed. 2011). The language of Section 363(f) is disjunctive so that a sale free and clear of liens, claims, and encumbrances may be approved if any one of the aforementioned conditions is met. *Id. See also In re Heine*, 141 B.R. 185, 189 (Bankr. D. S.D. 1992); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988).

26. The Debtor believes that the only secured claims on Unit 201 are held by the county tax collector and Fulton Bank. The tax collectors' claim will be paid in full at closing. The Debtor expects that Fulton Bank will consent to the proposed sale. Further, the Debtor reserves the right to assert a bona-fide dispute with regard to all or a portion of Fulton Bank's claims.

11 U.S.C. §363(m)

- 27. Section 363(m) of the Bankruptcy Code provides that the reversal or modification on appeal of a transaction authorized under Section 363(b) of the Bankruptcy Code does not affect the validity of the sale to an entity that acquired the property in good faith. *See, e.g., In re Stadium Management Corp.*, 895 F.2d 845 (1st Cir. 1990); *In re Adamson Co., Inc.*,159 F.3d 896 (4th Cir. 1998).
- 28. The Buyer is a good faith purchaser under §363(m) of the Bankruptcy Code and is entitled to the protections under this section.

Request for Waiver of 14 Day Stay

- 29. Bankruptcy Rule 6004(h), provides that "[a]n order of the court authorizing the use, sale or lease of property ... is stayed until the expiration of 14 days after the entry of the order, *unless the court orders otherwise*." Fed. R. Bankr. P. 6004(h) (emphasis added).
- 30. Depending on the Court's availability to conduct a hearing on this Motion, the Debtor requests that the Court waive the 14-day stay if necessary to be able to close on the sale to the Buyer as soon as possible in order to comply with the Contract.

WHEREFORE, the Debtor respectfully requests entry of an order: (a) granting this Motion;

(b) authorizing the Debtor to enter into the Contract to sell Unit 201 free and clear of liens, claims,

and encumbrances, pursuant to sections 11 U.S.C. §§ 363(b) and (f) to the Buyer; (c) finding that

the Contract was entered into with a good faith purchaser under 11 U.S.C. § 363(m); (d)

authorizing the Debtor or closing agent to disburse the proceeds of the sale at closing as set forth

herein, including any real estate commissions and finding that all such amounts are reasonable and

appropriate; (e) waiving the stay required by Federal Rule of Bankruptcy Procedure 6004(h) and

permitting the closing of the sale immediately upon the entry of an order granting this Motion; (f)

finding good cause to hold, and holding that, any order granting this Motion shall survive

conversion or dismissal of the Debtor's bankruptcy case and that notwithstanding any conversion

or dismissal of the above-captioned bankruptcy case, if any, the sale of Unit 201 shall be free and

clear of all claims liens and encumbrances; and (g) granting such other and further relief as is just

and proper.

Attorney's Local Rule 2090-1(A) Certification

I hereby certify that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court set forth in Local Rule 2090-1(A).

> HOFFMAN, LARIN & AGNETTI., P.A. Proposed Counsel for the Debtor 909 North Miami Beach Blvd., Suite 201 North Miami Beach, FL 33162

Tel: (305) 653-5555 Fax: (305) 940-0090

Email: mshoffman@hlalaw.com

/s/ Michael S. Hoffman

Michael S. Hoffman Florida Bar No.: 41164

Schedule of Debtor's Real Property

Property ID	Address	Parcel Size	Assessed Value	2017-18 Taxes
01-075659	Parcel 10, Carsins Run Road, Aberdeen, Maryland 21001	204.29 AC	\$38,300.00	\$441.99
01-075667	49.48 Acres, Route 7, Aberdeen, Maryland 21001	49.48 AC	\$148,400.00	\$1,712.54
01-352482	Open Space 1.01 Acres, Holly Oak Drive, Aberdeen, Maryland 21001	1.01 AC	\$0.00	\$0.00
01-352490	Open Space 18.83 Acres, Holly Oak Drive, Aberdeen, Maryland 21001	18.83 AC	\$0.00	\$0.00
01-380214	Lot 2, Shingle Oak Court, Aberdeen, Maryland 21001	13.49 AC	\$6,700.00	\$77.31
01-381725	Land Unit 1, Mantlewood Way, Aberdeen, Maryland 21001	0.516 AC	\$300,000.00	\$3,462.00
01-381733	Land Unit 2, Mantlewood Way, Aberdeen, Maryland 21001	0.459 AC	\$300,000.00	
01-381741	Land Unit 3, Mantlewood Way, Aberdeen, Maryland 21001	0.767 AC	\$300,000.00	\$3,462.00
01-381768	Land Unit 4, Mantlewood Way, Aberdeen, Maryland 21001	0.38 AC	\$300,000.00	\$3,462.00
01-381776	Land Unit 5, Mantlewood Way, Aberdeen, Maryland 21001	0.38 AC	\$300,000.00	\$3,462.00
01-381814	Land Unit 9, Shingle Oak Court, Aberdeen, Maryland 21001	0.507 AC	\$300,000.00	\$3,462.00
01-381822	Land Unit 10, Shingle Oak Court, Aberdeen, Maryland 21001	0.556 AC	\$300,000.00	\$3,462.00
01-381830	Land Unit 11, Shingle Oak Court, Aberdeen, Maryland 21001	0.476 AC	\$300,000.00	\$3,462.00
01-381849	Land Unit 12, Shingle Oak Court, Aberdeen, Maryland 21001	0.409 AC	\$300,000.00	\$3,462.00
01-381857	Land Unit 13, Shingle Oak Court, Aberdeen, Maryland 21001	0.47 AC	\$300,000.00	\$3,462.00
01-381865	Land Unit 14, Shingle Oak Court, Aberdeen, Maryland 21001	0.52 AC	\$300,000.00	\$3,462.00
01-381873	Land Unit 15, Shingle Oak Court, Aberdeen, Maryland 21001	0.451 AC	\$300,000.00	\$3,462.00
01-381881	Land Unit 16, Shingle Oak Court, Aberdeen, Maryland 21001	0.4 AC	\$300,000.00	\$3,462.00
01-381903	Land Unit 17, Shingle Oak Court, Aberdeen, Maryland 21001	0.35 AC	\$300,000.00	\$3,462.00
01-381911	Land Unit 18, Shingle Oak Court, Aberdeen, Maryland 21001	0.36 AC	\$300,000.00	\$3,462.00
01-381938	Land Unit 19, Shingle Oak Court, Aberdeen, Maryland 21001	0.382 AC	\$300,000.00	\$3,462.00
01-381946	Land Unit 20, Shingle Oak Court, Aberdeen, Maryland 21001	0.514 AC	\$300,000.00	\$3,462.00
01-381954	Land Unit 21, Shingle Oak Court, Aberdeen, Maryland 21001	0.444 AC	\$300,000.00	
01-381962	Land Unit 22, Shingle Oak Court, Aberdeen, Maryland 21001	0.66 AC	\$300,000.00	\$3,462.00
01-381970	Land Unit 23, Shingle Oak Court, Aberdeen, Maryland 21001	0.357 AC	\$300,000.00	\$3,462.00

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01-381989	Land Unit 24, Shingle Oak Court, Aberdeen, Maryland 21001	0.405 AC	\$300,000.00	\$3,462.00
	Condo Unit 105, 4806 Mantlewood Way, Aberdeen, Maryland 21001-	1,427 SF	\$145,000.00	
01-388452	3646			\$1,673.30
	Condo Unit 201, 4806 Mantlewood Way, Aberdeen, Maryland 21001-	1,133 SF	\$145,000.00	
01-388460	3647			\$1,673.30
03-057097	Lot 8, Aldino Stepney Road, Aberdeen, Maryland 21001	326.61 AC	\$61,200.00	\$706.24
03-057100	Lot 7, S. Carsins Run Road, Aberdeen, Maryland 21001	398.1 AC	\$132,300.00	\$1,526.75
		TOTAL:	\$7,363,500.00	\$80,513.43

City, State, or Zip



4806 Mantlewood Way APT 201, Aberdeen, MD 21001 | MLS #1003295931





4806 Mantlewood Way APT 201,

Aberdeen, MD 21001

2 beds · 2 baths · 1,499 sqft

FOR SALE **\$170,000**

Zestimate[®]: \$170,613

Est. Mortgage \$663/mo

Up to \$10,000 towards buyer's closing costs! Never lived in condo in convenient neighborhood. Open floor plan, large rooms and ready for your decorating touches. High efficiency tankless water heater, built in microwave and more! Seller paying condo fees for first 2 years!!!

Facts and Features

Type Condo

Year Built

Parking

Parking
No Data

Price/sqft \$113 **Heating**Forced air

HOA \$53/month

Saves

INTERIOR FEATURES

45 Days

Cooling

Central

Days on Zillow

Bedrooms

Beds: 2

Heating and Cooling

Heating: Forced air Cooling: Central **Appliances**

Appliances included: Refrigerator

Flooring

Floor size: 1,499 sqft

Home Value

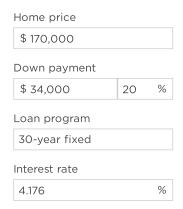
Zestimate **\$170,613**

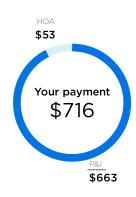
ZESTIMATE RANGE \$148,000 - \$234,000 LAST 30 DAY CHANGE +\$8,853 (+5.5%) ONE YEAR FORECAST \$177,267 (+3.9%)

Price History

DATE	EVENT	PRICE	\$/SQFT	SOURCE
10/03/17	Listed for sale	\$170,000 +21.5%	\$113	Keller William
12/01/16	Listing removed	\$139,900	\$93	Keller William
10/24/16	Price change	\$139,900 +7.7%	\$93	Keller William
05/06/16	Listed for sale	\$129,900	\$86	Keller William
11/26/15	Listing removed	\$129,900	\$86	Keller William
08/28/15	Price change	\$129,900 -8.8%	\$86	Keller William
04/02/15	Listed for sale	\$142,405 -26 .9%	\$95	Keller William
03/05/10	Listing removed	\$194,900	\$130	Diane Mahaffey
10/25/09	Listed for sale	\$194,900	\$130	Diane Mahaffey

Mortgages





Comparable Homes

Homes like this sold for \$107-299K.



*90kmpetition for this Home

\$320K

1.6





Neighborhood: 21001

MEDIAN ZESTIMATE MARKET TEMP FORECLOSURES (per 10K)

\$211,400 Cold 31

₹211,400 COIG

Past 12 months

Buyers' Market Sellers' Market 21001 United States

Zillow predicts will increase 1.9% next year, compared to a 2% increase for Aberdeen as a whole. Among 21001 homes, this home is 14.4% less expensive than the midpoint (median) home, and is priced 18.7% less per square foot.

★ Walk Score * 2 (Car-Dependent)

NEIGHBORHOOD MAP



NEARBY HOMES

Sold 08/13/2015



SOLD:
Price/sqft: -- · 2 bds · 2 ba · 1,400 sqft
4806 Mantlewood Way, Aberdeen, MD

OFF MARKET \$150,449 2 bds · 2 ba · 1,427 sqft 4806 Mantlewood Way, Aberdeen, MD

Nearby Schools in Aberdeen

GREATSC	HOOLS RATING ②	GRADES	DISTANCE
8 out of 10	Church Creek Elementary	PK-5	2.3 mi
6 out of 10	Aberdeen Middle	6-8	3.6 mi
6 out of 10	Aberdeen High	9-12	3.2 mi

Data by GreatSchools.org ?

About the ratings: GreatSchools ratings are based on a comparison of test results for all schools in the state. It is designed to be a starting point to help parents make baseline comparisons, not the only factor in selecting the right school for your family.

Disclaimer: School attendance zone boundaries are provided by a third party and subject to change. Check with the applicable school district prior to making a decision based on these boundaries.

Owner Dashboard



Do you own this home? See your Owner Dashboard.

Listing Provided by

Rita Quintero, The Regional Team of Keller Williams American Premier, (443) 512-0090, Source: Keller Williams via MLS



Nearby Similar Sales

SOLD: \$107,000 Sold on 12/13/2016 2 beds, 1.0 baths, 966 sqft 1210 Mist Wood Ct APT 203, Belcamp, MD 21017

SOLD: \$123,715

Case 17-1480% 3/9 allewood Way APT 202 SAberdeeff, in the C21011/11/11/12 #1003 \$2958918 \$110 \mathred{6} 5

Sold on 9/26/2017 2 beds, 1.0 baths, 857 sqft 1210 Mist Wood Ct APT 301, Belcamp, MD 21017

SOLD: \$135,000 Sold on 3/22/2017

2 beds, 2.0 baths, 1401 sqft

4805 Mantlewood Way APT 103, Aberdeen, MD 21001

SOLD: \$135,000 Sold on 6/27/2017

2 beds, 2.0 baths, 1432 sqft

4808 Mantlewood Way APT 304, Aberdeen, MD 21001

SOLD: \$135,000 Sold on 8/25/2017

2 beds, 2.0 baths, 1234 sqft

1308 Cranesbill Ct UNIT 301, Belcamp, MD 21017





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:	11/13/2017			
2. SELLER:		Hollywood One LLC		
3. BUYER:		Shirley Hott		
4. PROPERTY: Seller does so (hereinafter "Property") known located in Aberdeen together with the improvement	ell to Buyer and Buyer doe: as <u>Harford</u> s thereon, and all rights ar	s purchase from Seller, all of the 4806 Mantlewood Way # City/County, Maryland, Zip ond appurtenances thereto belong	following described Pro 201 Code 21009	perty
5. ESTATE: The Property is b	elna conveved: 🔲 ir	n fee simple or subje Dollars (\$ the Land Records of	ct to an annual ground r	ent, now yland.
6. PURCHASE PRICE: The p	ourchase price is	one hundred sixty thou	sand	Dollars
7. PAYMENT TERMS: The pa (a) An initial Deposit by way of (\$1,000.00	yment of the purchase pric	ce shall be made by Buyer as for in the amount ofin the amount of	one thousand	Dollars
(c) All Deposits will be held in (If not a Maryland licensed (d) The purchase price less archeck or other payment accep (e) Buyer and Seller Instruct back of the Doragon An interest the benefit of the Doragon (c) All Deposits will be held in the De	escrow by:	MidAtlantic Settlemen ties may execute a separate eso pald in full by Buyer in cash, wi	t Services crow deposit agreement, red funds, bank check, c in: (Check One) efault by Buyer, shall acc nterest bearing account.) ertified
	tion to purchase the Prope	erty is contingent upon Buyer ob		
☑ Conventional Financing Add □ FHA Financing Addendum □ VA Financing Addendum	endum ☐ USDA ☐ Assur ☐ Gift of	A Financing Addendum nption Addendum f Funds Contingency Addendum	☐ Owner Financing Cor ☐ No Financing Conting ☐ OTHER:	ntingency
described withintwenty commitment is not obtained by (1) Seller, at Seller's election a effect; or (2) Buyer, upon writing	one (21) days Buyer within on one of the control of	Buyer agrees to make a written a from the Date of Contract Ane (1) days from Buyer, may declare this Contract shall include written evidence for tract, may declare this Contract	Acceptance. If a writtom the Date of Contract t null and void and of no rom the lender of Buyer	en financing Acceptance: further legal 's inability to









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dottoop signature verification; www.dottoop.com/my/verification/DL-294002124-12-1C1A

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 Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyers 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 Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 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 Paragraph 10, 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 discovery of property defects. Inspection(s) Addenda Attached Buyer Inspection(s) Declined 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 ☐ Alarm System ☐ Fireplace Screen Doors ☑ Screens ☐ Wood Stove ☑ Built-in Microwave Freezer ☐ Shades/Blinds ☐ Storage Shed(s) #__ ☐ Ceiling Fan(s) # ☐ Furnace Humidifier ☐ Garage Opener(s) #_ ☐ Central Vacuum ☐ Storm Doors ☐ Clothes Dryer w/remote(s) # ☐ Storm Windows ☑ Garbage Disposer ☐ Clothes Washer ☑ Stove or Range ☐ Cooktop ☐ Hot Tub, Equipment & Cover ☐ T.V. Antenna ☑ Dishwasher ☐ Intercom □ Trash Compactor ☐ Wall Oven(s) #_ □ Drapery/Curtain Rods ☐ Playground Equipment ☐ Draperies/Curtains Pool, Equipment & Cover ☐ Water Filter ☑ Refrigerator(s) # ____ ☐ Electronic Air Filter ☐ Water Softener ☑ Exhaust Fan(s) # 2 ☑ w/ice maker ☐ Window A/C Unit(s) # ☑ Exist. W/W Carpet ☐ Satellite Dish ☐ Window Fan(s) # Seller to pay first two years of condo fees of approximately \$140 per month. ADDITIONAL INCLUSIONS (SPECIFY):___ ADDITIONAL EXCLUSIONS (SPECIFY):_ 14. AGRICULTURALLY ASSESSED PROPERTY: 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. Agricultural taxes assessed as a result of this transfer 15. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject

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.

to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by

Buyer	<i>5#</i> 11/15/17	/
	2:DZPM EST	

dottoop signature verification: www.dottoop.com/my/verification/Dt-29/00/2124-12-101.

Buyer acknowledges by Buyer's initials below that Buyer has	
[15/17] (BUYER)	s read and understands the provisions of Paragraph 16.A.
B. RENOVATION, REPAIR AND PAINTING OF PROPERT Painting Rule ("RRP") as adopted by the Environmental Proimprovements on the Property were built before 1978, contra Property must be certifled by the EPA where such work will disprojects; more than 20 square feet of paint for any exterior proj Work"). Before and during any Covered Work project, contractors	tection Agency ("the EPA"), effective April 22, 2010, if the actor(s) engaged by Seller to renovate, repair or paint the sturb more than six square feet of paint per room for interior ect; or includes window replacement or demolition ("Covered
A Seller who personally performs any Covered Work on a reperforming such Covered Work. No certification is required to Seller's principal residence. However, Seller has the ultimate reperforming such Covered Work. For detailed in http://www2.epa.gov/lead/renovation-repair-and-painting-program	for a Seller who personally performs Covered Work on the esponsibility for the safety of Seller's family or children while formation regarding the RRP, Seller should visit
Buyer acknowledges by Buyer's initials below that Buyer has replaced by Buyer's initials below that Buyer has replaced by Buyer (BUYER)	ad and understands Paragraph 16.B.
C. MARYLAND LEAD POISONING PREVENTION PROGRAM (the "Maryland Program"), any residential dwelling constructed to be registered with the Maryland Department of the Environm or has been a rental property or may become a rental property or may become a rental property Disclosure form is attached. Detailed information regal http://www.mde.state.md.us/programs/Land/LeadPoisoningPreventage.	orior to 1978 that is leased for residential purposes is required ent (MDE). If the Property was built prior to 1978 and is now perty in the future, a separate Maryland Lead-Based Paint arding compliance requirements may be obtained at:
Buyer acknowledges by Buyer's initials below that Buyer has rea	ad and understands Paragraph 16.C.
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rescission, Buyer is also entitled to the full return of any deposits are held in trust by a licensed real es	ode of Maryland, a contract for the resale of residential real as for which deferred water and sewer charges have been a notice disclosing information about the deferred water and writing the sales contract without penalty or liability. On of any deposits made on account of the sales contract. If state broker, the return of the deposits to a Buyer under § 17-505 of the Business Occupations and Professions
provides to Buyer written notice in accordance with	this requirement; and
provides to Buyer written notice in accordance with (b) After settlement, Seller shall be liable to Buyer for	this requirement; and the full amount of any fee or assessment not disclosed,
provides to Buyer written notice in accordance with (b) After settlement, Seller shall be liable to Buyer for	this requirement; and the full amount of any fee or assessment not disclosed, ment to defray the costs of public water or wastewater oper, or a subsequent assignee, ure requirement that is substantially similar to this law. (If the sich deferred water and sewer charges have been established
provides to Buyer written notice in accordance with (b) After settlement, Seller shall be liable to Buyer for unless Seller was never charged a fee or assessi facilities by the developer, a successor of the developer. This law does not apply in a county that has adopted a discloss Property is served by public water or wastewater facilities for who	this requirement; and the full amount of any fee or assessment not disclosed, ment to defray the costs of public water or wastewater oper, or a subsequent assignee. The requirement that is substantially similar to this law. (If the sich deferred water and sewer charges have been established befored Water and Sewer Charges.)

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☐ Kickout ☑ Local City/County Certifications/Registrations ☑ Local City/County Notices/Disclosure ☐ Maryland Lead Poisoning Prevention Program Disclo	☐ Third Party Approval ☐ Water Quality sure
☐ Other Addenda/Special Conditions: Seller to provide buyer at home warranty in the amount of \$	seller's expense, a one-year American Home Shield (AHS)

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 which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is 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.

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- 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.
- Under Section 14-104(c) of the Real Property Article, the entire amount of B. FIRST-TIME BUYER. 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
- 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.
- 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

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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: Selfer 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 filling and maintenance of such action of interpleader including but not limited to filling 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 relmburse Broker for all such excess costs upon the conclusion of the Interpleader action.
- 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 the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association 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.

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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 Pages 10 and 11 of this Contract; (b) the two (2) named Sales Associates identified on Pages 10 and 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 provision 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. 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.
- 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 the Maryland Association of REALTORS®, Inc. 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

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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: http://www.fema.gov/flood-insurance-reform-act-2012.

- **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 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



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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 sales price is over \$1 million 15% of the gross sales price will be held; if the sales price is \$1 million or less and the property will be the Buyer's principal residence the withholding will be 10% of the gross sales price, and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, 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;
- (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

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Buyer 11/15/17 /	Page 9 of 11	10/16	CBRB MAR01SA (10/16)	Seller	11/16/17 5:54PM FST	

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- 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 telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

Stinley Hotti	dolloop verified 1 1/15/17 2:02PM EST ZUQD-1ZDF-RUY2-WP7	Brenda D. Nestor	11/16/17 5:54PM EST 92ZK-KJRL-40FZ-WCED 11/16/2017
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature DATE OF CONTRACT ACCEPTANCE:	Date	Seller's Signature 11/16/2017	Date
DATE OF CONTRACT ACCEPTANCE.			
Contact Information:		Check if First-Time Mar	yland Homebuyer
BUYER / NAME(S): MAILING ADDRESS:	8546 V	Shirley Hott Villow Oak Rd, Baltimore, Md. 21234	
SELLER / NAME(S): MAILING ADDRESS:		Hollywood One LLC	
Information provided for reference only	<i>r</i> :		
LISTING BROKERAGE COMPANY NAME	**************************************	Keller Williams	
BROKER OF RECORD NAME: Di Maha			17657
SALES ASSOCIATE NAME:			
OFFICE ADDRESS: 2214 Old Emmo	rton Road, Bel	Air, MD 21015	>
OFFICE PHONE: 443-512-00	190	BROKER/SALES ASSOCIATE MLS	3 ID:
SALES ASSOCIATE PHONE: 41			
ACTING AS: ISTING BROKER AND S	ELLER AGENT; OI	R AS DUAL AGENT	
Buyer 11/15/17 /	Page 1	0 of 11 10/16 CBRB MAR01SA (10/16	Selle BDV Selle 11/16/17 Secritor Secri

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SELLING BROKERAGE COMP	ANY NAME:	Coldwell Banker	······································
BROKER OF RECORD NAME:	Pamela Lo Bian	LICENSE NUMBER:	77620
SALES ASSOCIATE NAME:	Dianne Stern	LICENSE NUMBER:	520481
OFFICE ADDRESS:	1130 Balt	imore Blvd, WESTMINSTER, MD 211	57
OFFICE PHONE:	410-876-1666	BROKER/SALES ASSOCIATE MLS	S ID:58835
SALES ASSOCIATE PHONE:	410-627-5444	SALES ASSOCIATE E-MAIL:_	dianne.stern@cbmove.com
ACTING AS: SELLER AGEN SUBAGENT; O BUYER AGEN INTRA - COMP	R	AS DUAL AGENT	

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CONVENTIONAL FINANCING ADDENDUM

ADDENDUM dated		to Contract of S	Sale
between Buyer Shirley Hott			
and Seller Hollywood One L	Lc		
for Property known as 4806	Mantlewood Way #201, Abe	deen, MD 21009	
The Contract is contingent	upon Buyer obtaining a con	ventional loan secured by the Property as follows:	
1. LOAN DETAILS:			
Loan Amount	\$144,000.00		
Term of Note	30	Years	
Amortization	30	Years	
Interest Rate	4.5	%	
Loan Program	10% down		
Buver agrees to pa	y Loan Orlgination/Discoun	Fees (as a % of loan amount); 0.00	%

- 2. LOAN INSURANCE PREMIUMS: All loan insurance premiums as regulred 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 \$100.00 _____, ("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 two (2) 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

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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.

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 two (5) 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.

Shirley Hott	dotloop verified 11/15/17 2:02PM EST 5AA6-GNGJ-KMS6-9QJA	Brenda D. Nestor	dotloop verified 11/16/17 5:54PM EST FV8A-XKLC-GKVL-MHAU
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Selier Signature	Date

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SELLER CONTRIBUTION ADDENDUM



ADDENDUM #	date	d	to Contract of S	ale
Between BuyerShirley Hott				
And Seller Hollywood One LLC	·Sins			
for Property known as 4806 Mantlewo	od Way #201, Aberdeen, l	MD 21009		
The following provisions are included in addition to any other amount(s) worigination/discount points, transfer/rithe sum of \$	which Seller has agreed recordation tax, lender fe OR 6 n with lender that the en	to pay under other provisions), Seller shall credit Buyer % of Purchase Price tower	ns of the Contract, (exame at the time of settlement or ards Buyer's settlement color may be utilized. If ler	with osts. nder
All other terms	and conditions of the	Contract of Sale remain in		
Shirley Hott	dotloop vertiled 11/15/17 2:02PM EST H15C-EDAH-H66C-3GHB	Brenda D. Nestor	dotloop verified 11/16/17 5:54PM EST NXMH-QHKB-NCWI-9CMU	
Buyer Signature	Date	Seller Signature	Date	e _
Buyer Signature	Date	Seller Signature	Date	3

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MARYLAND HOMEOWNERS ASSOCIATION ACT NOTICE TO BUYER



For resale of a lot within a development of ANY size

OR for the initial sale of a lot within a development containing 12 or fewer lots, to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM NUMBER		DATED	 TO CONTRACT OF SALE
BUYER(S): Shirley Hott			
SELLER(S)	HOLD YWOOD	ONE LLC	
PROPERTY: 4806 Mantlewoo			

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 (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"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 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-106(b) of the Act ("the MHAA information") as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

- (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
- (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
- (lii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4). A statement as to whether the owner has actual knowledge of:
 - (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
 - (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and

(5). 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 buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and





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Maryland Homeowners Association Act Notice To Buyer

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer 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.

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 amendments 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:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density:
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property:
- E. Commercial Activity; Or
- F. Other Matters.

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

Shirley Hoti	dodoop verfiled 11/13/17 10:54PM EST L9CO-6CHH-RBFW-9NQE	Brenda D. Nestor	dotloop verified 11/16/17 5:54PM EST UWBI-AGGY-LUSR-KTDF
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

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CONDOMINIUM RESALE NOTICE



ADDENDUM/AMENDMENT #	d	ated	_to Contract of Sale
between Buyer(s):		Shirley Hott	
and Seller(s):	Holly	wood One LLC	
for Property known as:	4806 Mantlewo	od Way #201, Aberdeen, MD 21009	
Condominium Unit #	Building #	, Section/Regime	#,in
Hollywoods		Conde	ominium Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

- 1. A copy of the Declaration (condominium plat not required).
- 2. A copy of the Bylaws.
- 3. A copy of the Rules or Regulations of the Condominium.
- 4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate:
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
 - g) A statement of any unsatisfied judgments and the status of any pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
 - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
 - i) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
- 5. A statement by the unit owner as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; ;
 b) Of any violation of the health or building codes with respect to the unit or to the limited common
 - elements assigned to the unit; and
 - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
- 6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible. CBRB MDX151NC (10/16)





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Condominium Resale Notice

PART TWO

NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

- 1. A copy of the Declaration (other than the plats);
- 2. A copy of the Bylaws;

dotloop signature verification:

- 3. A copy of the Rules or Regulations of the Condominium; and
- 4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
- 5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

Shirley Hott	dotloop verified 11/15/17 2:02PM EST 6YAG-N4CN-7ZHA-VYHV	Brenda D. Nestor	dotloop verified 11/16/17 5:54PM EST RLPS-\$4GB-FD4C-TEBP
Buver	Date	Seller	Date
Buyer	Date	Seller	Date

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ADDENDUM dated



to Contract of Sale

CBRB MDX246AT (10/17)

PROPERTY INSPECTIONS ADDENDUM

betwe	between Buyer Shirley Hott				
and Seller Hollywood C				×	
for Pr	operty known as	. 4806 Mantlewood Way #201, Aber	rdeen, MD 21009	· · · · · · · · ·	
The fo	ollowing provisions a	re included in and supersede any conflicting langu	age in the Contract.		
	those sections of Pa erty Inspections Add	ragraph #2 below (A, B, C, D, E, F, G) initialed by I endum.	both Buyer and Seller shall ap	oply to this	
unsati in the	1. SCOPE AND LIMITATIONS OF INSPECTIONS: The purpose of any inspection(s) selected below is to discove 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 new arranted by Seller and are not to be considered subject to this Addendum.				
		inspection(s) provided herein is NOT for the pmetic nature the subject of further price negotion			
2 ITI	a qualified profes inspection shall be inspection report sethe report are con (12) days from and/or basement insulation, exterior	I Mechanical: Buyer, at Buyer's expense, has the sional engineer, licensed home inspector, or of a completed and in the event unsatisfactory concluding the submitted to Seller, together with a written sidered unsatisfactory and what corrective action is the Date of Contract Acceptance. Inspection may including chronic water penetration), floor system and interior wall systems, decks, porches, garang systems and components, appliances, and in	ther expert selected by Buy ditions are found, a copy of statement indicating what cost required, within twelf not limited to, forms, ceilings, doors and wind ges, plumbing, and electrical	the entire enditions in live bundations lows, roof, I systems,	
	quality and surfact determine evidence analysis to a qual event mold or mol	at Buyer's expense, has the right to have a quale samples in any area of the interior or exterior se of mold or mold spores of any kind and level(sified laboratory. Such inspection and laboratory and spores are found, a copy of the laboratory analy indicating what repair or corrective action is required. () days from the Date of Contract Accepta	of the structures, including (s) of toxicity. Samples will be analysis shall be completed usis and report together with a red, shall be submitted to Se	garage, to be sent for and in the a separate	
	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 (a) days from the Date of Contract Acceptance. Inspection(s) may include, but				
	Buyer 11/15/17	Page 1 of 4 10/17	Selle 89/		

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	are not limited to, the presence of as presence of solvents/paint thinners, u polybutylene piping, mold spores, and o	rea formaldel	nyde foam insulation (U	
,	D. Radon: Buyer, at Buyer's expense, Environmental Protection Agency (EPA radon level if the test results are report level as determined by the EPA. Such exceeds the EPA action level, a copy o what corrective action is required, shall Date of Contract Acceptance.	A) testing proted as an integetesting shall to the testing shall to the test resu	ocols to determine wheth trated average over time the completed and in the control to together with a separa	er the radon level (or average) equals or exceeds the action event the radon level equals or
	E. Chimney Inspection: Buyer, at Bu and fireplace(s) inspected by a quality soundness. Such inspection shall be confided to the entire inspection report shall be what conditions in the report are consistent of the chimney(s), flue(s), and fireplace(s) hereby authorizes Buyer to instruct instructions.	fied expert, sompleted and submitted to sidered unsatithe Date of C may need to be	elected by Buyer, to de in the event unsatisfacto the Seller, together with sfactory and what corre- ontract Acceptance. Buy e cleaned in order to perf	stermine safety and structural ry conditions are found, a copy a written statement indicating ctive action is required, within yer and Seller understand that form said inspection, and Seller
,	F. Lead-Based Paint Hazard Inspect assessment or inspection of the Prophazards. The risk assessment or inspection Maryland Department of the Environment inspection shall be completed and in the assessment report or inspection report specific existing lead-based paint hazards, within (specified above represents the mutual or inspection of the Property to detect the mazards. If Seller elects to correct the certification from an individual certified the unsatisfactory condition(s) has been	erty for the pection of the fent to conduct the event lead to shall be subtended and cornology of the property of the Maryla by the Maryla enterty of the property of the Maryla enterty of the property of the Maryla enterty of the Maryla enter	resence of lead-based Property shall be made be such assessment or install-based paint hazards a mitted to Seller, together ective action required to the Date of Contract A con time period for Buyesence of lead-based pary condition(s), Seller signed Department of the Electroperty shall be selected.	paint and/or lead-based paint y an individual certified by the pection. Such assessment or re found, a copy of the entire or with a written itemization of abate such lead-based paint occeptance. The time perioder to conduct an assessment aint and/or lead-based paint hall furnish Buyer with written avironment demonstrating that
	G. Additional Inspection(s): Buyer, a and in the event unsatisfactory condition to Seller, together with a written staunsatisfactory and what corrective actionate of Contract Acceptance.	ns are found, atement indic	Such ins a copy of the entire inspe ating what conditions i	pection(s) shall be completed ction report shall be submitted
	Termite and other wood destroying i			are governed by the "Wood
inspec of Buy conse unless	SHTS AND OBLIGATIONS OF BUYER stions and shall have utilities in service at er, shall in any way excavate, penetrate at of Seller nor shall any furnishings, but absolutely necessary in connection with en access to the common areas to per	the time of the or otherwise of the or person the inspection	e inspection. Neither Buy amage any part of the Pr nal property belonging to n. If the Property is par	er, nor any agent or contractor operty without the prior written Seller be moved or relocated t of a condominium, Buyer will
Buyer 1	5/6' 1/15/17 2PM EST	Page 2 of 4	10/17	Selid 11/16/17 5:54PM EST

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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 falls 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 elec
to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be BDW d
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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, Buyer shall immediately 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.

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Buyer Signature	Date	Seller Signature	Da	te
Buyer Signature	Date	Seller Signature	Da	te

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Timothy Montoya

Keller Williams American Premier Realty LLC

2214 OLD EMMORTON ROAD, 200

BEL AIR, MD 21015

Office: (443) 512-0090

Office Fax: (443) 512-0054

Agent Phone (443) 512-0090

Agent Email:

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Closing Information		Summary of Transaction	
Date Issued	Nov 16, 2017	Estimated Closing Date	Dec 15, 2017
Property State	Maryland	Contract Sales Price	\$160,000.00
Property County	Harford	Closing Costs/Charges	\$20,608.00
Property Type	Single Family Home	Closing Credits	\$3,546.64
Property Use	Primary Residence	Net Proceeds/Cash to Seller	\$142,938.64
Transfer/Recordation Taxes paid by Customary Split 50/50			
Annual Property Tax	\$1,888.00		

Closing Costs/Charges	\$20,608.00
1st Mortgage Payoff Amount	\$0.00
Seller Closing Cost Credit to Buyer / Seller Subsidy	\$9,600.00
Commission to Real Estate Company	\$8,000.00
Admin/Flat Fee/Add'l Commission to Real Estate Company	\$495.00
Termite Treatment / Repairs	\$0.00
Home Warranty Provided to Buyer	\$0.00
Other charges (Repairs, Rent Back, Security Deposit)	\$
Water Escrow	\$250.00
Seller Settlement Fee	\$350.00
Deed Preparation	\$0.00
Wire Fee	\$0.00
Notary Fee	\$0.00
Mortgage Release Fee	\$185.00
State Recordation Tax	\$528.00
City / County Transfer Tax	\$800.00
State Transfer Tax	\$400.00
City/Town Taxes from 12/15/2017 to 1/1/2018	\$0.00
County Taxes from 12/15/2017 to 1/1/2018	\$0.00
Other Charges	\$0.00





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Closing Credits	\$3,546.64
Prorated (HOA) / Condo Dues (12/15/2017 thru 12/31/2017)	\$98.71
City/Town Taxes from 12/15/2017 to 1/1/2018	\$0.00
County Taxes from 12/15/2017 to 1/1/2018	\$87.93
2 yrs condo dues	\$3,360.00



