

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

IN RE:	)	
	)	Bankruptcy Case No.: 14-23154-CMB
FRANCIS M. MACHI, JR., aka,	)	
FRANK M. MACHI	)	Chapter 11
	)	
Debtor.	)	Docket No.: _____
	)	
JEFFREY J. SIKIRICA, TRUSTEE	)	
	)	
Movant,	)	Hearing Date: December 6, 2016
vs.	)	Hearing Time: 2:30 p.m.
	)	
OCWEN LOAN SERVICING, LLC as	)	
servicer for U. S. BANK, N.A., as Trustee	)	Response Deadline: November 28, 2016
for the registered holders of Structured	)	
Asset Securities Corporation, Mortgage	)	
Pass-Through Certificates, Series	)	
2005-SC1, U.S. BANK N.A., TREASURER	)	
CITY OF PITTSBURGH, TREASURER	)	
SCHOOL DISTRICT OF PITTSBURGH,	)	
TREASURER OF COUNTY OF	)	
ALLEGHENY, JORDAN TAX SERVICE,	)	
INC., PITTSBURGH WATER & SEWER	)	
AUTHORITY, CITY OF PITTSBURGH,	)	
WELLS FARGO BANK, N.A., U.S.	)	
BANK NATIONAL ASSOCIATION,	)	
GERALD LAYCHAK, and, MARK	)	
MACHI	)	
	)	
Respondents	)	

**MOTION FOR ORDER APPROVING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 105 AND 363 AND F.R.B.P. NOS. 2002 AND 6004 AND W.PA.LBR 6004-1 AND 9013-3**

AND NOW comes Jeffrey J. Sikirica, Chapter 11 Trustee for Francis M. Machi, Jr., by and through his undersigned counsel, Blumling & Gusky, LLP and files this “Motion For Order Approving Sale of Real Property Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §§ 105 and 363 and F.R.B.P. Nos. 2002 and 6004 and W.PA.LBR 6004-1 and 9013-3”

(hereinafter the “Sale Motion”), and in support thereof, respectfully states and represents as follows:

**JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
2. This is a core proceeding pursuant to 28 U.S.C. § 157.
3. Venue is proper in this district pursuant to 28 U.S.C. § 1409.

**BACKGROUND**

4. On August 3, 2014, Francis M. Machi, Jr. (hereinafter the “Debtor”) filed a voluntary petition for relief under Chapter 13 of Title 11 of the United States Code, 11 U.S.C §101, et seq. (hereinafter the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Pennsylvania (hereinafter the “Bankruptcy Court”) at the above-captioned case number (hereinafter the “Machi Bankruptcy”).

5. On January 28, 2015, an Order was entered by this Court converting the Debtor’s case to a case under Chapter 11 of the Bankruptcy Code.

6. On June 13, 2016, an Order was entered by this Court appointing Jeffrey J. Sikirica the Chapter 11 Trustee in the Machi Bankruptcy (hereinafter the “Machi Trustee”).

**REAL ESTATE**

7. The property which is the subject of this Sale Motion is located at 5216 Natrona Way, Pittsburgh, Allegheny County, Pennsylvania 15201 and identified as tax parcel 0080-D-00162-000A-00 (hereinafter “Real Estate”).

**RESPONDENTS**

8. The Respondent, U.S. Bank N.A. by Ocwen Loan Servicing, LLC as servicer for U.S. Bank, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation,

Mortgage Pass-Through Certificates, Series 2005-SC1 (hereinafter “U.S. Bank”) holds a first mortgage claim on the Real Estate. U.S. Bank filed a proof of claim at 12-1 in the amount of \$37,403.19.

9. The Respondents, Treasurer City of Pittsburgh, Treasurer School District of Pittsburgh, Treasurer County of Allegheny and Jordan Tax Service, Inc. (hereinafter “Taxing Authorities”) represent any unpaid real taxes assessed against the Real Property. Amounts owed to the Taxing Authorities will be determined, pro-rated and paid at the closing on the sale of the Real Estate.

10. The Respondent, Pittsburgh Water & Sewer Authority (hereinafter “Municipal Authority”) represent and unpaid municipal sewage and water liens against the Real Property. Amounts owed to the Municipal Authority will be determined and paid at the closing on the sale of the Real Estate.

11. The Respondent, City of Pittsburgh entered on the “In Rem Judgment Index” a lien for \$28,000.00 against 5164 Butler Street for razing and removal of certain property through condemnation on June 4, 2008 at Docket GD-08-010868 in the Court of Common Pleas of the County of Allegheny County (hereinafter “Allegheny County Court”). The claim, if any, of the City of Pittsburgh against this Real Property will transfer to sales proceeds pending further Order of this Court.

12. The Respondent, Wells Fargo Bank, N.A. (hereinafter “Wells Fargo”) holds an “in rem judgement” on real estate of the Debtor located at 3823 Mintwood Street Pittsburgh, PA and is listed for notice purposes only. The judgment is filed at Docket GD-08-011422 in the Allegheny County Court and the writ of levy is currently stayed.

13. The Respondent, Gerald Laychak (hereinafter “Laychak”) has filed a post-petition complaint against the Debtor on August 4, 2016 at Docket AR-16-002898 in the Allegheny

County Court for \$4,071.00 related to work performed by the Debtor. After mediation an judgment for the Debtor and against Laychak was entered. No appeal has been taken at this time. To the extent any claim of "Laychak" exists as a lien against the Real Property will transfer to sales proceeds pending further Order of this Court.

14. The Respondent, Mark Machi, had filed a complaint against the Debtor on February 16, 2010 at Docket GD-10-003006 in the Allegheny County Court for \$50,000.00. It is believed this matter was resolved pursuant to a Settlement Agreement approved by this Court on March 9, 2016 at Docket 350 and is not a lien on the Real Estate. Mark Machi is being listed as a Respondent for notice purposes only.

### **SALE MOTION**

15. The Machi Trustee has received an offer of Seventy-Two Thousand Five Hundred Dollars and No Cents (\$72,500.00) (hereinafter the "Purchase Price") from TMNL, LLC or its assigns (hereinafter "TMNL"). A true and correct copy of the Standard Agreement for the Sale of Real Estate is attached hereto as Exhibit "A" and made a part thereof.

16. By this Sale Motion, the Machi Trustee seeks approval of the sale of the real Property as set forth in Exhibit "A" to TMNL or to a "Successful Bidder" if additional bidders appear, subject to higher and better offers.

17. The Trustee requests that the proposed sale be ordered to take place **AS IS, WHERE IS and WITH ALL FAULTS** and with no representations and/or warranties of any kind, free and clear of any and all liens, claims, and encumbrances (including but not limited to those liens, claims, interests and/or encumbrances listed above in paragraphs 8, 9, 10, 11, 12, 13 and 14), and, that the liens, claims, and encumbrances be divested and discharged from the Real Estate and transferred to the proceeds of the sale, but only to the extent that they are found to be valid, enforceable and unavoidable liens, claims, and encumbrances.

18. The Trustee requests authorization to make and execute on behalf of Debtor any and all documents necessary to transfer title to the Real Estate.

19. The Machi Trustee, using its reasoned business judgment, believe that the best way to maximize the value of this asset is to sell the asset in the form and manner contemplated in this Sale Motion.

20. At all times relevant hereto, the Machi Trustee and Lakewood in negotiating the sale acted in good faith with respect to the within sale in accordance with *In Re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d. 143 (3d Cir. 1986). .

**PROPOSED DISTRIBUTION OF SALE PROCEEDS**

21. The Trustee submits that the Purchase Price shall be distributed at the closing as follows consistent with the order approving the sale:

- a. Real estate transfer taxes estimated in the amount of Two Percent (2%) of the final sales price to be prorated between the Successful Bidder and the Debtor;
- b. Real estate taxes for the school district, county and Township, including all delinquent real estate taxes due at the time of the closing prorated between the Successful Bidder and the Debtor on the date of closing;
- c. Municipal liens for sewage and water due at the time of closing;
- d. Real estate broker's commission and fees of Six Percent (6%) of the final sale price plus Three Hundred Ninety-Five Dollars and No Cents (\$395.00),
- e. Normal miscellaneous closing costs related to documentation, lien letters, etc., and,
- f. Payment to U.S. Bank to satisfy its mortgage lien in the estimated amount of \_\_\_\_\_ .

22. The balance of the proceeds shall be held in trust by the Machi Trustee pending distribution pursuant to further Order of Court.

**WHEREFORE**, the Trustee respectfully requests that this Court enter an order substantially in the form attached hereto, providing, among other things: (i) authorizing the Trustee to sell the Real Estate to Lakewood, or the Successful Bidder, as the case may be, free and clear of liens, claim and encumbrances; (ii) ordering that all liens, claims, and encumbrances in and against the Real Estate be divested therefrom; (iii) ordering that said liens, claims, and encumbrances be transferred to the proceeds of sale, but only to the extent that they are valid, enforceable and unavoidable liens, claims, and encumbrances; (iv) authorizing the distribution of the sale proceeds as set forth in this Sale Motion; and (v) ordering such other and further relief as is reasonable and just.


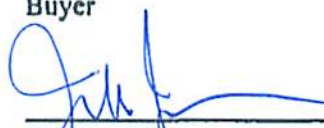
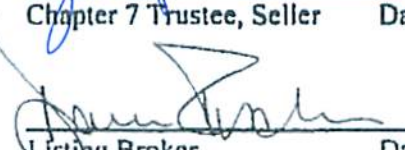
BLUMLING & GUSKY, LLP

Dated: November 10, 2016

By: /s/ Jeffrey J. Sikirica  
Jeffrey J. Sikirica, Esquire  
Pa I.D. No. 36745  
436 7<sup>th</sup> Avenue, Suite 1200  
Pittsburgh, PA 15219  
T: (412) 227-2581  
F: (412) 227-2050  
jsikirica@bglaw-llp.com

**ADDENDUM TO STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE**

- A. **Title, Possession and Subsequent Offers:** The real estate listed in the Agreement of Sale is being sold "as is", "where is", without any warranties of any kind, including warranties of habitability, merchantability and fitness for a particular use. The property will be sold free and clear of all liens. The property will be conveyed by "special warranty" deed.
- B. **Subject to Bankruptcy Court Approval:** It is understood that the entire Contract is subject to approval by the United States Bankruptcy Court. Any offer to purchase accepted by the Chapter 7 Trustee will only commit the Chapter 7 Trustee to file a motion with the Bankruptcy Court for approval of the sale to the prospective Buyer free and clear of all liens and encumbrances at which time of hearing in open court the Bankruptcy Court will solicit higher and/or better offers.
- C. **Hand Money to be Held by Chapter 7 Trustee, Seller:** Any and all hand money paid by the prospective Buyer with the Agreement of Sale shall be made payable to "Jeffrey J. Sikirica, Chapter 7 Trustee" and shall be held in a separate trust account under the name of the bankruptcy estate by the Chapter 7 Trustee. It is further understood that \$ \$1000 of the hand money is not refundable as said amount is to be applied towards the costs incurred in the advertising and noticing required by the Bankruptcy Court.
- D. **Terms of Addendum as Controlling Language:** The terms of this Addendum shall control and any language in the main body of the Contract which is inconsistent or conflicts with the language of this Addendum shall be null and void.

Witness	Date	TMNL LLC 	10/27/2016 01:20 AM GMT
Witness	Date	Buyer	Date
Witness	Date		10-28-16
Witness	Date	Chapter 7 Trustee, Seller	Date
Witness	Date		10-27-16
Witness	Date	Listing Broker	Date
Witness	Date	Selling Broker	Date



**STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE**

ASR

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

PARTIES	
BUYER(S): <u>TMNL LLC</u>  BUYER'S MAILING ADDRESS: <u>119 Briarwood Lane Cranberry, Pa 16066</u>	SELLER(S): <u>Jeffrey Sikirica, Trustee</u>  SELLER'S MAILING ADDRESS:

PROPERTY	
ADDRESS (including postal city) <u>5216 Natrona Way Pittsburgh, Pa</u> ZIP <u>15201</u>	
in the municipality of <u>Lawrenceville</u> , County of <u>East Allegheny</u>	
in the School District of <u>Pittsburgh</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): _____ and/or	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>80-D-00162</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Howard Hanna Real Estate</u>  Company License # <u>RB0493040C</u> Company Address <u>6310 Forbes Ave, Pittsburgh, PA</u> <u>15217-1717</u> Company Phone <u>(412) 421-9120</u> Company Fax <u>(412) 421-1392</u>  Broker is (check only one): <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Lisa Gasperoni</u> <u>Rebekah Siegel</u>  State License # <u>RS326698</u> Direct Phone(s) _____ Cell Phone(s) <u>(412) 463-3035</u> Fax <u>(412) 421-1392</u> Email <u>lisagasperoni@howardhanna.com</u>  Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>13601-Coldwell Banker Real Estate</u>  Company License # _____ Company Address _____  Company Phone <u>(412) 366-1600</u> Company Fax _____  Broker is (check only one): <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Donna Fischer</u>  State License # _____ Direct Phone(s) <u>(412) 366-1600 ext 374</u> Cell Phone(s) <u>(412) 996-5044</u> Fax _____ Email <u>donnarfischer@aol.com</u>  Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

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

Buyer Initials: TL / \_\_\_\_\_ ASR Page 1 of 13 Seller Initials: \_\_\_\_\_ / \_\_\_\_\_  
 Revised 2/16



- 1 **1. By this Agreement**, dated October 25, 2016
- 2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
- 3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**
- 4 (A) Purchase Price \$72,500.00
- 5 (Seventy-Two Thousand, Five Hundred
- 6 \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:
- 7 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date,
- 8 if not included with this Agreement: \$ 1,000.00
- 9 2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_
- 10 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 11 Remaining balance will be paid at settlement.
- 12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
- 13 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
- 14 sonal check.
- 15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
- 16 (unless otherwise stated here: Jeffrey Sikirica, Trustee).
- 17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-
- 18 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of
- 19 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
- 20 Agreement.
- 21 **3. SELLER ASSIST (If Applicable) (1-10)**
- 22 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward
- 23 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
- 24 approved by mortgage lender.
- 25 **4. SETTLEMENT AND POSSESSION (4-14)**
- 26 (A) Settlement Date is December 20, 2016, or before if Buyer and Seller agree.
- 27 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
- 28 Buyer and Seller agree otherwise.
- 29 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
- 30 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
- 31 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay
- 32 up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
- 33 \_\_\_\_\_
- 34 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
- 35 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 36 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
- 37 School tax bills for all other school districts are for the period from July 1 to June 30.
- 38 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_
- 39 \_\_\_\_\_
- 40 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_
- 41 \_\_\_\_\_
- 42 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
- 43 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
- 44 is subject to a lease.
- 45 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
- 46 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
- 47 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
- 48 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
- 49  Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.
- 50 **5. DATES/TIME IS OF THE ESSENCE (1-10)**
- 51 (A) Written acceptance of all parties will be on or before: October 26, 2016
- 52 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
- 53 essence and are binding.
- 54 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-
- 55 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding
- 56 the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be ini-
- 57 tialled and dated.
- 58 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
- 59 ment of the parties.
- 60 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
- 61 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
- 62 to all parties, except where restricted by law.

63 Buyer Initials: TL

Seller Initials: [Signature]  
Tony La Russo



64 6. ZONING (4-14)

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

66 Zoning Classification, as set forth in the local zoning ordinance: Residential

67 7. FIXTURES AND PERSONAL PROPERTY (4-14)

68 (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: \_\_\_\_\_

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

70 (C) EXCLUDED fixtures and items: \_\_\_\_\_

71 8. MORTGAGE CONTINGENCY (4-14)

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

73  ELECTED.

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

75 First Mortgage on the Property 76 Loan Amount \$ _____ 77 Minimum Term _____ years 78 Type of mortgage _____ 79 For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % 80 Mortgage lender _____ 81 Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. 82 Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	83 Second Mortgage on the Property 84 Loan Amount \$ _____ 85 Minimum Term _____ years 86 Type of mortgage _____ 87 For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % 88 Mortgage lender _____ 89 Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. 90 Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.
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91 (B) Mortgage Commitment Date \_\_\_\_\_  
 92 Upon receiving a mortgage commitment(s), Buyer will promptly deliver a copy of the commitment(s) to Seller.

93 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

94 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

95 (E) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

96 (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

126 Buyer Initials: TL

Seller Initials: \_\_\_\_\_

  
 Tony La Russo



- 127 (G) 1. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this  
 128 Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to  
 129 Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to  
 130 obtain mortgage financing.  
 131 2. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:  
 132 a. Does not satisfy the terms of Paragraph 8(A), OR  
 133 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be  
 134 received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or  
 135 removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(B),  
 136 or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining  
 137 insurance, confirming employment).  
 138 3. If this Agreement is terminated pursuant to Paragraphs 8(G)(1) or (2), or the mortgage loan(s) is not obtained for settlement,  
 139 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer  
 140 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of  
 141 this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any  
 142 fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancel-  
 143 lation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).  
 144 (H) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires  
 145 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5  
 146 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's  
 147 expense.  
 148 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and  
 149 agrees to the RELEASE in Paragraph 28 of this Agreement.  
 150 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5  
 151 DAYS, notify Seller of Buyer's choice to:  
 152 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which  
 153 will not be unreasonably withheld, OR  
 154 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 155 Paragraph 26 of this Agreement.  
 156 If Buyer fails to respond within the time stated in Paragraph 8(H)(2) or fails to terminate this Agreement by written notice to  
 157 Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree  
 158 to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

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

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

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

186 10. SELLER REPRESENTATIONS (4-14)

187 (A) Status of Water

188 Seller represents that the Property is served by:

- 189  Public Water  Community Water  On-site Water  None

190 Buyer Initials: TL

Seller Initials: \_\_\_\_\_

Tony La Russo



191 (B) Status of Sewer

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

- 193  Public Sewer  Community Sewage Disposal System  Ten-Acre Permit Exemption (see Sewage Notice 2)
- 194  Individual On-lot Sewage Disposal System (see Sewage Notice 1)  Holding Tank (see Sewage Notice 3)
- 195  Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- 196  None (see Sewage Notice 1)  None Available/Permit Limitations in Effect (see Sewage Notice 5)
- 197

198 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

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

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

225 (C) Historic Preservation

226 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

228 (D) Land Use Restrictions

229 1.  Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the  
230 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 231  Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
- 232  Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- 233  Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- 234  Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- 235  Other \_\_\_\_\_

236 2. Notices Regarding Land Use Restrictions

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

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

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

251 Buyer Initials: TL

Seller Initials: \_\_\_\_\_

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

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

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

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

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

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

(G) **Highway Occupancy Permit**

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

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

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

12. **BUYER'S DUE DILIGENCE/INSPECTIONS (4-14)**

(A) **Rights and Responsibilities**

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

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

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

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

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

*Waived*  
*TLI*

**Wood Infestation**

**Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be

*Waived*  
*TLI*

314 Buyer Initials: *TLI*

Seller Initials: *TLI*  
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315 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection  
316 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pes-  
317 ticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer  
318 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to  
319 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

320 **Deeds, Restrictions and Zoning**

321 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**  
322      /      nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the TL /  
323 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is  
324 permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: \_\_\_\_\_  
325

326 **Water Service**

327 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or other- **Waived**  
328      /      wise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's TL /  
329 expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property  
330 to its previous condition, at Seller's expense, prior to settlement.

331 **Radon**

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

343 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional **Waived**  
344      /      inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, TL /  
345 and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition,  
346 at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot  
347 Sewage Inspection Contingency.

348 **Property and Flood Insurance**

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

356 **Property Boundaries**

357 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal **Waived**  
358      /      description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property TL /  
359 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural  
360 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-  
361 tations of size of property are approximations only and may be inaccurate.

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

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

370 **Other**

371 **Elected** \_\_\_\_\_ **Waived**  
372      /      \_\_\_\_\_ TL /  
373 \_\_\_\_\_

374 The Inspections elected above do not apply to the following existing conditions and/or items: \_\_\_\_\_  
375 \_\_\_\_\_  
376 \_\_\_\_\_

377 **(D) Notices Regarding Property & Environmental Inspections**

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

380 Buyer Initials: TL /

Seller Initials: TL /

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

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

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

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

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

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

426 **Negotiation Period.**

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

441 **If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to**

442 **Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.**

443 Buyer Initials: TL \_\_\_\_\_

Seller Initials: \_\_\_\_\_

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

445 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-  
446 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for  
447 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of  
448 the property and result in a change in property tax.

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

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

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

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

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

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

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

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

487 16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (1-10)

488 (A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- 489  CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of  
490 the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the  
491 condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- 492  PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by  
493 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declara-  
494 tion (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the pro-  
495 visions set forth in Section 5407(a) of the Act.

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

- 497 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the associa-  
498 tion a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act pro-  
499 vides that the association is required to provide these documents within 10 days of Seller's request.
- 500 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer  
501 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the  
502 association in the Certificate.
- 503 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for  
504 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring  
505 this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

506 Buyer Initials: TL

Seller Initials: [Signature]

Tony La Russo



507 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will  
508 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the  
509 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee  
510 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;  
511 (3) Appraisal fees and charges paid in advance to mortgage lender.

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

513 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-  
514 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions;  
515 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the  
516 ground; easements of record; and privileges or rights of public service companies, if any.

517 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from  
518 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies  
519 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to  
520 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insur-  
521 ance policy.

522 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
523 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees  
524 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

525 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

526 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal  
527 description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by  
528 Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

529 (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the  
530 Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes,  
531 but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment  
532 against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer  
533 sufficient to satisfy all liens and encumbrances against the Property.

534 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as  
535 specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to  
536 Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs  
537 incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items spec-  
538 ified in Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).

539 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-  
540 tion about the status of those rights unless indicated elsewhere in this Agreement.

541  Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

542 (I) COAL NOTICE (Where Applicable)

543 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH  
544 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL  
545 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
546 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of  
547 July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting  
548 from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a  
549 private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of com-  
550 plying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966."  
551 Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

552 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

554 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_

555  Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

556 2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer  
557 Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon  
558 the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge  
559 runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed  
560 amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer."  
561 A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buy-  
562 ers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

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

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

566 (B) If any part of the Property included in the sale fails before settlement, Seller will:

- 567 1. Repair or replace that part of the Property before settlement. OR
- 568 2. Provide prompt written notice to Buyer of Seller's decision to:
  - 569 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,  
570 if any. OR
  - 571 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the  
572 failed part of the Property.

573 Buyer Initials: TL

Seller Initials: \_\_\_\_\_





- 574 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller
- 575 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 576 whichever is earlier, that Buyer will:
- 577 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 578 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 579 Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

- 580 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
- 581 replaced prior to settlement, Buyer will:
- 582 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller. OR
- 583 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 584 Paragraph 26 of this Agreement.

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

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

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

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

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

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

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

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

605 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (4-14)**

606 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of 600 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

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

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

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

- 620 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- 621 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- 622 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 623 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

634 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)**

- 635 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 636 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 637 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

642 Buyer Initials: TL

Seller Initials: [Signature]  
Tony La Russo

- 643 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller,
- 644 directing Broker how to distribute some or all of the deposit monies.
- 645 3. According to the terms of a final order of court.
- 646 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute
- 647 the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 648 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if
- 649 not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 650 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 651 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject
- 652 of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for
- 653 distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
- 654 Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any dis-
- 655 tribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the
- 656 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
- 657 litigation even after a distribution is made.
- 658 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or
- 659 Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation
- 660 regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming
- 661 them in litigation.
- 662 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 663 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 664 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
- 665 Buyer's legal or financial status, OR
- 666 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 667 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 668 1. On account of purchase price, OR
- 669 2. As monies to be applied to Seller's damages, OR
- 670 3. As liquidated damages for such default.
- 671 (G)  SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED
- 672 DAMAGES.
- 673 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G),
- 674 Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- 675 (I) Brokers and licensees are not responsible for unpaid deposits.

676 27. MEDIATION (1-10)

677 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,  
678 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute  
679 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-  
680 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be  
681 divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before  
682 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to  
683 stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any  
684 agreement to mediate disputes or claims arising from this Agreement will survive settlement.

685 28. RELEASE (9-05)

686 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any  
687 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or  
688 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage  
689 and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,  
690 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage  
691 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be  
692 in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive  
693 Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

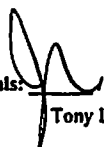
694 29. REAL ESTATE RECOVERY FUND (9-05)

695 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
696 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
697 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-  
698 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

702 Buyer Initials: TL / \_\_\_\_\_

Seller Initials:  \_\_\_\_\_  
Tony La Russo

703 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be  
704 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to  
705 Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made  
706 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows  
707 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If  
708 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,  
709 unless otherwise agreed to by the parties.

710 31. HEADINGS (4-14)

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

713 32. SPECIAL CLAUSES (1-10)

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

- 715  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 716  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 717  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 718  Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 719  Appraisal Contingency Addendum (PAR Form ACA)
- 720  Short Sale Addendum (PAR Form SHS)
- 721  \_\_\_\_\_
- 722  \_\_\_\_\_
- 723  \_\_\_\_\_

724 (B) Additional Terms:

725  
726  
727  
728  
729  
730

731 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

732 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which coun-  
733 terparts together shall constitute one and the same Agreement of the Parties.

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

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

738 TL / \_\_\_\_\_ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

739 TL / \_\_\_\_\_ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

740 \_\_\_\_\_ / \_\_\_\_\_ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit  
741 money) before signing this Agreement.

742 TL / \_\_\_\_\_ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer  
743 has received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).  
10/26/2016 22:59:43

744 BUYER TMNL LLC \_\_\_\_\_ DATE \_\_\_\_\_  
TMNL LLC

745 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

746 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

747 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

748 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

749 SELLER Jeffrey Skirba, Trustee \_\_\_\_\_ DATE 10/26/16

750 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

751 SELLER \_\_\_\_\_ DATE \_\_\_\_\_