UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
at Greenbelt

In re:

NADER MOMENI	Chapter 11
Debtor-in-Possession	Case No.: 12-19999

MOTION FOR SALE OF PROPERTY

The motion of Nader Momeni respectfully represents:

1. Movant is the duly qualified and acting debtor in possession of the estate of the above-named debtor.

2. A portion of the debtor's estate consists of real property located at 115 Quincy Street, Chevy Chase, MD 20815 ("Quincy") which property is subject to the following liens and interest:

a. secured claim of J.P. Morgan Chase Bank, N.A. in the amount of $1,173,805.96;

b. lien in favor of Stepanie Kenyan & Associates, Inc. filed in the Circuit Court of Montgomery County, Maryland (#141061R);

c. judgment lien in favor of Vinay Bhargava and Anjali R. Kataria filed in the Circuit Court of Mongomery County, Maryland (#123003R);

d. judgment lien in favor of Mahjoubi Family, LLC and Mahmoud Mahjoubi in the Circuit Court of Montgomery County, Maryland (#378073V);

e. judgment lien in favor of Suntrust Bank in the Circuit Court of Montgomery County, Maryland (#337873V);

f. judgment lien in favor or American Express Centurion Bank filed in the Circuit Court of Montgomery County, Maryland (#299547V);

g. state tax lien in favor of the State of Maryland filed in the Circuit Court of Montgomery County, Maryland (#406276V)

3. The aforesaid real property has an assessed value of $1,597,500.

4. It is in the best interest of the estate that said real property be sold to Evan R. Weschler and Marrisa B. Weschler pursuant to the attached offer to purchase at a price of $1,800,000.00 or such higher offer on similar terms as shall be made prior to the conclusion of any hearing on this motion.

WHEREFORE movant requests that a date be set for hearing on this motion, and that at the hearing an order be entered authorizing the sale of the above real property.

Dated: September 12, 2017

Respectfully submitted,

Nader Momeni

By Counsel

/s/ Randall J. Borden

Randall J. Borden, Esquire #13054
10627 Jones St., Suite 201-A
Attorney at Law
Fairfax, VA 22030
703/385-8722; 855/385-8722 facsimile
rbordenlawfirm@gmail.com
(service via email not authorized)
Counsel for Debtor

I certify that I am an attorney authorized to practice law in the State of Maryland.

___/s/ Randall J. Borden_____

Randall J. Borden, Esq.

CERTIFICATE OF SERVICE

I certify that on September 13, 2017, true and correct copies of the foregoing documents were sent by first class mail, postage prepaid to all entities on the attached list and by email transmission to all ECF registered participants.

___/s/ Randall J. Borden_____
Randall J. Borden, Esq., VSB#30780

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
(NO BROKER)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

NADER M OMENI ,"Seller" whether one or more, and

EVAN R WE CH SLER and MA RISA B WECH SLER ,"Buyer" whether one or more,

do hereby covenant, contract and agree as follows:

1. AGREEMENT TO SALE AND PURCHASE: Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows: *(complete adequately to identify property)*

Montgomery County, Maryland.

Address: 115 Quincy Street, Chevy Chase, Maryland 20815

Legal Description (or see attached exhibit): Lot numbered One Hundred Seven (107), in the subdivision known as H.M. MARTIN'S THIRD ADDITION TO CHEVY CHASE, as per plat recorded in Plan Book No. 1 at Plat 70, among the Land Records for Montgomery County, Maryland

☒ As described in attached Exhibit.

Together with the following items, if any: curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system with controls and equipment, permanently installed heating and air-conditioning units, window air-conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures including chandeliers, water softener, stove, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs and all other property owned by Seller and attached to the above described real property except the following property which is not included:

All property sold by this contract is called the "Property."

2. SALES PRICE: The parties agree to the following sales price:

	Amount	Amount
Purchase Price	$1,800,000.00	
Earnest Money		$10,000.00
New Loan		$1,440,000.00
Assumption of Loan		N/A
Seller Financing		N/A
Cash at Closing		$350,000.00
Total (both columns should be equal)	$1,800,000.00	$1,800,000.00

Both columns should be an equal amount.

If the unpaid principal balance(s) of any assumed loan(s), if any, as of the Closing Date varies from the loan balance(s) stated above, the cash payable at closing will be adjusted by the amount of any variance.

Buyer Initials _____ _____ - 1 - Seller Initials _____ _____

3. FINANCING: The following provisions apply with respect to financing:

☐ CASH SALE: This contract is not contingent on financing.

☐ OWNER FINANCING: Seller agrees to finance N/A dollars of the purchase price pursuant to a promissory note from Buyer to Seller of N/A, bearing N/A interest per annum, payable over a term of three (3) years with even monthly payments, secured by a deed of trust or mortgage lien with the first payment to begin on the _N/A_ of _N/A_, _N/A_.

☒ NEW LOAN OR ASSUMPTION: This contract is contingent on Buyer obtaining financing. Within 90 days after the effective date of this contract Buyer shall apply for all financing or noteholder's approval of any assumption and make every reasonable effort to obtain financing or assumption approval. Financing or assumption approval will be deemed to have been obtained when the lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's net worth, income and creditworthiness). If financing or assumption approval is not obtained within 120 days after the effective date hereof, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer intends to obtain a new loan, the loan will be of the following type:

☒ Conventional ☐ VA ☐ FHA ☐ Other:_____

The following provisions apply if a new loan is to be obtained:

FHA. It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ 1,800,000.00. The Purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

VA. If Buyer is to pay the purchase price by obtaining a new VA-guaranteed loan: It is agreed that, notwithstanding any other provisions of this contract, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

Existing Loan Review. If an existing loan is not to be released at closing, Seller shall provide copies of the loan documents (including note, deed of trust or mortgage, modifications) to Buyer within 10 calendar days from acceptance of this contract. This contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer consents to the provisions of such loan documents if no written objection is received by Seller from Buyer within 10calendar days from Buyer's receipt of such documents. If the lender's approval of a transfer of the Property is required, this contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as may be agreed by Buyer. If lender's approval is not obtained on or before September 14, 2017 this contract shall be terminated on such date. The Seller ☐ shall ☒ shall not, be released from liability under such existing loan. If Seller is to be released and release approval is not obtained, Seller may nevertheless elect to proceed to closing, or terminate this agreement in the sole discretion of Seller.

Credit Information. If Buyer is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and

absolute discretion. In such case: (l) Buyer shall supply to Seller on or before N/A, at, Buyer's expense, information and documents concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Buyer on or before N/A, then Seller waives this condition.

4. EARNEST MONEY: Buyer shall deposit$ 10,000.00 as earnest money with The Diamond Law Group, LLC. 8613 Cedar Street, Silver Spring, Maryland 20910 upon execution of this contract by both parties.

5. PROPERTY CONDITION:

PROPERTY DISCLOSURE/DISCLAIMER: Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Check one of the following:

☒ Seller has furnished, and Buyer has received and reviewed, a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT.

☒ Seller has furnished, and Buyer has received and reviewed, a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

☐ Seller is exempt from furnishing a DISCLAIMER or a DISCLOSURE due to: _____

WETLANDS NOTICE: The Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be insured for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps Of Engineers. Buyer many also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

☐ If this box is checked, Buyer's purchase of the Property is contingent upon a satisfactory wetlands inspection. If box is not checked, Buyer voluntarily and knowingly waives a wetlands inspection.

SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure ☒ is attached ☐ is not applicable.

Buyer hereby represents that he has personally inspected and examined the above-mentioned premises and all improvements thereon. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract neither Seller nor Seller's representatives, if any, have made any representations concerning the present or past structural condition of the improvements. Buyer and Seller agree to the following concerning the condition of the property:

☐ Buyer accepts the property in its "as-is" and present condition.

☒ Buyer may have the property inspected by persons of Buyer's choosing and at Buyer's expense. If the inspection report reveals defects in the property, Buyer shall notify Seller within 5 days of receipt of the report and may cancel this contract and receive a refund of earnest money, or close this agreement notwithstanding the defects, or Buyer and Seller may renegotiate this contract, in the discretion of

Seller. All inspections and notices to Seller shall be complete within 120 days after execution of this agreement.

☐ Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following repairs and treatment: _____

Buyer agrees that he will not hold Seller or its representatives responsible or liable for any present or future structural problems or damage to the foundation or slab of said property. **If the subject residential dwelling was constructed prior to 1978, Buyer may conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, to be completed within 30 days after execution of this agreement. In the alternative, Buyer may waive the opportunity to conduct an assessment/inspection by indicating said waiver on the attached Lead-Based Paint Disclosure form.**

MECHANICAL EQUIPMENT AND BUILT IN APPLIANCES: All such equipment is sold ☐"as-is" without warranty, or ☒shall be in good working order on the date of closing. Any repairs needed to mechanical equipment or appliances, if any, shall be the responsibility of ☒Seller ☐Buyer.

UTILITIES: Water is provided to the property by WSSC, Sewer is provided by WSSC. Gas is provided by Washington Gas. Electricity is provided by Pepco.

Other: _____

The present condition of all utilities is accepted by Buyer.

6. CLOSING: The closing of the sale will be on or before October 31, 2017, unless extended pursuant to the terms hereof.

Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured.

If financing or assumption approval has been obtained, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained herein. The closing date may also be extended by written agreement of the parties.

7. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein, except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purposes intended by Buyer.

In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of the Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in the title, this Contract shall continue to remain in effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defects and is unable to obtain a policy

of title insurance on the property on the Property to the benefit of Buyer, from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract, and being reimbursed by the Seller for cost of searching title as may have been incurred not to exceed ½ of 1% of the purchase price. In the latter even, there shall be no further liability or obligation on either of the parties hereto (except that Buyer shall be entitled to be reimbursed by Seller for actual costs (inspections, appraisals, escrow fees, etc.) incurred in furtherance of the attempted purchase of the Property), and this contract shall become null and void and all deposits hereunder shall be returned to Buyer in accordance with the terms of this Contract.

8. APPRAISAL, SURVEY AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of ☒Buyer ☐Seller. A survey is: ☒not required ☐required, the cost of which shall be paid by ☐Seller ☐ Buyer. A termite inspection is ☐not required ☒required, the cost of which shall be paid by ☐Seller ☒Buyer. If a survey is required it shall be obtained within 5 days of closing.

9. POSSESSION AND TITLE: Seller shall deliver possession of the Property to Buyer at closing. Title shall be conveyed to Buyer, if more than one as ☐ Joint tenants with rights of survivorship, ☐ tenants in common, ☒ Other: Tenants by the Entirety Prior to closing the property shall remain in the possession of Seller and Seller shall deliver the property to Buyer in substantially the same condition at closing, as on the date of this contract, reasonable wear and tear excepted.

10. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided. *(Leave blank if the closing cost does not apply.)*

Closing Costs	Buyer	Seller	Both*
Attorney Fees	☐	☐	☒
Title Insurance	☒	☐	☐
Title Abstract or Certificate	☒	☐	☐
PropertyInsurance	☒	☐	☐
Recording Fees	☒	☐	☐
Appraisal	☒	☐	☐
Survey	☐	☐	☐
Termite Inspection	☒	☐	☐
Origination fees	☒	☐	☐
Discount Points	☐	☐	☐
If contingent on rezoning, cost and expenses ofrezoning	☐	☐	☐
Other:			
Transfer Taxes	☒	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
All other closing costs	☐	☐	☐

* 50/50 between buyer and seller.

11. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.

12. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance and the Closing Date will be extended as necessary, or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds.

13. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement, or is in default due to Buyer's failure to comply with the Contract, the deposit may be retained by Seller as long as a release of deposit agreement is signed and executed by all parties, expressing that said deposit may be retained by Seller. In the event that the parties do not agree to execute a release of deposit, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the Contract (with the exception of title problems, covered in Section 7, above), Buyer shall be entitled to pursue such rights and remedies as may be available at law or in equity, including without limitation, an action for specific performance of this Contract and/or monetary damages.

14. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.

16. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:	To Seller at:
115 Quincy Street	7942 Wisconsin Avenue
Chevy Chase, Maryland 20815	Bethesda, Maryland 20814
Telephone(____)_____	Telephone (301) 919 - 2956
Facsimile(____)_____	Facsimile(____)_____

19. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

20. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

21. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.

22. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall ☐ remain valid with Buyer being entitled to any condemnation proceeds at or after closing, or ☒ be cancelled and the earnest money returned to Buyer.

23. OTHER PROVISIONS
Current Residential Lease between Buyers and Seller shall remain in full force and affect until consummation of the sale of the property. Should the Residential Lease expire before consummation of the sale of the property, said Residential Lease shall renew, under its current terms, until the earlier of (1) consummation of the sale of the property; or (2) twelve (12) months after the Residential Lease is renewed under this provision.

24. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

25. GOVERNING LAW: This contract shall be governed by the laws of the State of Maryland.

26. DEADLINE LIST *(Optional) (complete all that apply)*. Based on other provisions of Contract.

Deadline	Date
Loan Application Deadline, if contingent on loan	
Loan Commitment Deadline	
Buyer(s) Credit Information to Seller	
Disapproval of Buyers Credit Deadline	
Survey Deadline	
Title Objection Deadline	
Appraisal Deadline	
Property Inspection Deadline	

Whether or not listed above, deadlines contained in this Contract may be extended informally by a writing signed by the person granting the extension except for the closing date which must be extended by a writing signed by both Seller and Buyer.

EXECUTED the 17th day of July, 2017 (THE EFFECTIVE DATE).

[redacted]
Buyer

[redacted]
Seller

[redacted]
Buyer

Seller

Buyer Initials _____ _____

Seller Initials _____ _____

Buyer Initials _____ _____

Seller Initials _____

EXHIBIT FOR DESCRIPTION OR ATTACH SEPARATE DESCRIPTION

RECEIPT

Receipt of Earnest Money is acknowledged.

Signature:_____ Date: _____, 20____

By:_____

_____ Telephone(_____)_____

Address

_____ Facsimile(_____)_____

City State Zip Code

MARYLAND ASSOCIATION OF REALTORS

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

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

ADDENDUM #_____ dated _____ to Exclusive Right to Sell Brokerage Agreement

dated _____, between Owner(s) _____

and Broker _____

for Property known as _____.

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

INCLUDED	INCLUDED	INCLUDED	INCLUDED
☑ Alarm System	☑ Exhaust Fan(s) #_____	☐ Pool, Equip. & Cover	☐ Trash Compactor
☑ Built-in Microwave	☑ Exist. W/W Carpet	☑ Refrigerator(s) # 2	☑ Wall Oven(s) # 2
☐ Ceiling Fan(s) #_____	☑ Fireplace Screen/Doors	☐ w/ice maker	☐ Water Filter
☐ Central Vacuum	☑ Freezer	☐ Satellite Dish	☐ Water Softener
☑ Clothes Dryer	☐ Furnace Humidifier	☑ Screens	☐ Window A/C Unit(s) #_____
☑ Clothes Washer	☑ Garage Opener(s) #_____	☑ Shades/Blinds	☐ Window Fan(s) #_____
☑ Cooktop	w/remote(s) #_____	☐ Storage Shed(s) #_____	☐ Wood Stove
☑ Dishwasher	☑ Garbage Disposer	☐ Storm Doors	
☑ Drapery/Curtain Rods	☐ Hot Tub, Equip. & Cover	☐ Storm Windows	
☑ Draperies/Curtains	☐ Intercom	☑ Stove or Range	
☑ Electronic Air Filter	☐ Playground Equipment	☐ T.V. Antenna	

ADDITIONAL **INCLUSIONS** *(Specify)*:

_____

EXCLUSIONS *(Specify)*: None

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

Water Supply:	☑ Public	☐ Well			
Sewage Disposal:	☑ Public	☐ Septic			
Heating:	☐ Oil	☑ Gas	☐ Elec.	☐ Heat Pump	☐ Other_____
Hot Water:	☐ Oil	☑ Gas	☐ Elec.	☐ Other_____	
Air Conditioning:	☐ Gas	☑ Elec.	☐ Other_____		

[redacted] 01/30/17

Owner Date Owner Date

REALTOR® 10/05 EQUAL HOUSING OPPORTUNITY

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:_____

Legal Description:_____

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

Water Supply	X Public	o Well	o Other _____		
Sewage Disposal	X Public	o Septic System approved for _____(# bedrooms) **Other Type** _____			
Garbage Disposal	X Yes	o No			
Dishwasher	X Yes	oNo			
Heating	o Oil	X Natural Gas	o Electric	o Heat Pump Age ____	o Other _____
Air Conditioning	o Oil	o Natural Gas	X Electric	o Heat Pump Age____	o Other _____
Hot Water	o Oil	X Natural Gas	oElectric Capacity _____	Age_____	o Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? o Yes ☒ No o Unknown
Comments:
2. Basement: Any leaks or evidence of moisture? o Yes ☒ No o Unknown o Does Not Apply
Comments:
3. Roof: Any leaks or evidence of moisture? o Yes ☒ No o Unknown
Type of Roof: _____ Age _____
Comments:
Is there any existing fire retardant treated plywood? o Yes o No o Unknown
Comments:

4. Other Structural Systems, including exterior walls and floors:
Comments:
Any defects (structural or otherwise)? o Yes ☒ No o Unknown
Comments:
5. Plumbing system: Is the system in operating condition? ☒ Yes o No o Unknown
Comments:

6. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes o No o Unknown
Comments:
Is the system in operating condition? ☒ Yes o No o Unknown
Comments:
7. Air Conditioning System: Is cooling supplied to all finished rooms? ☒ Yes o No o Unknown o Does Not Apply
Comments:
Is the system in operating condition? ☒ Yes o No o Unknown o Does Not Apply
Comments:

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
o Yes ☒ No o Unknown
Comments:
8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ **Yes** o **No**
Are the smoke alarms over 10 years old? o **Yes** ☒ **No**
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? o **Yes** o **No**
Comments:
9. Septic Systems: Is the septic system functioning properly? o Yes o No o Unknown ☒ Does Not Apply
When was the system last pumped? Date _____ o Unknown
Comments:
10. Water Supply: Any problem with water supply? o Yes ☒ No o Unknown
Comments:
Home water treatment system: o Yes ☒ No o Unknown
Comments:
Fire sprinkler system: o Yes ☒ No o Unknown ☒ Does Not Apply
Comments:
Are the systems in operating condition? o Yes o No ☒ Unknown
Comments:
11. Insulation:
In exterior walls? ☒ Yes o No o Unknown
In ceiling/attic? ☒ Yes o No o Unknown
In any other areas? ☒ Yes o No Where? UP Stairs Laundry & Bathroom
Comments:
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
o Yes ☒ No o Unknown
Comments
Are gutters and downspouts in good repair? ☒ Yes o No o Unknown
Comments:

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

Any treatments or repairs? o Yes ☒ No o Unknown
Any warranties? o Yes ☒ No o Unknown
Comments:

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?
o Yes ☒ No o Unknown
If yes, specify below
Comments:

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?
o Yes o No ☒ Unknown
Comments:

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?
o Yes ☒ No o Unknown
If yes, specify below
Comments:

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

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?
o Yes ☒ No o Unknown If yes, specify below
Comments:

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?
o Yes o No ☒ Unknown If yes, specify below
Comments:

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?
o Yes ☒ No o Unknown
Comments:

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

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

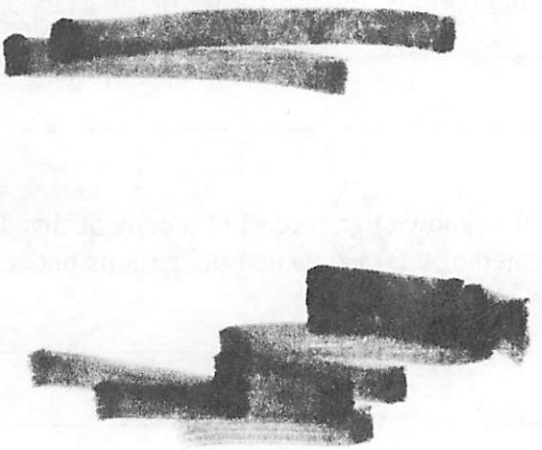
Owner [redacted] Date 01/30/17

Owner _____ Date _____

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

Purchaser [redacted] Date 1/30/17

Purchaser [redacted] Date 1/30/17



MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____

_____

_____

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

FORM: MREC/DLLR: Rev 10/1/2015

Lead-Based Paint Disclosure (Sales)

115 Quincy Street	Chevy Chase	Maryland	20815
Street Address	City	State	Zip Code

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

(ii) ✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

(ii) ✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Purchaser has (check (i) or (ii) below):

(i) ____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Seller Initials: NM _____ **Buyer Initials:** _____ _____ **Agent Initials:** _____ _____

Certification of Accuracy for Lead-Based Paint Disclosure

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. **Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to $10,000 for each violation.**

[redacted]	01/30/17	[redacted]	1/30/17
Seller	Date	Buyer	Date
		[redacted]	1/30/17
Seller	Date	Buyer	Date
Seller's Agent (if any)	Date	Buyer's Agent (if any)	Date

***** THIS IS AN INSTRUCTION PAGE: IT IS NOT PART OF THE FORM*****

The Free EPA Pamphlet: For houses built prior to 1978, the Seller must give the Purchaser a copy of the EPA-approved information pamphlet on identifying and controlling lead-based paint hazards entitled, *"Protect Your Family From Lead In Your Home."* You may obtain and print this pamphlet free by clicking the following download link (or copying the link into the address window of your internet browser):

http://www.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_color_508.pdf

See also: http://www.epa.gov/lead/pubs/leadpdfe.pdf

The form is in .pdf format and you will need the free Adobe Acrobat Reader to view the form. In the unlikely circumstance that the Adobe Acrobat Reader is not installed on your computer, you can download it free from http://www.adobe.com/products/acrobat/readstep2.html. The download is quick and easy.