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United States Bankruptcy Court Eastern District of Pennsylvania

In re <u>Sandford and Son</u>, Debtor

Address: <u>3900 Ford Rd., Apt 4A</u> Philadelphia, PA 19131

EIN No: <u>23-2102588</u>

Case No. <u>14-18330</u>

Chapter <u>11</u>

Judge: <u>Hon. Jean K. FitzSimon</u>

Hearing Date: <u>March 30, 2017</u>

(Jointly Administered)

Waiver of 14-day stay requested

In re <u>Sandford</u>, Jay, Debtor

Address: <u>3054 Limekiln Pike</u> Glenside, PA 19038 Case No. <u>14-18364</u>

Chapter <u>11</u>

Judge: <u>Hon. Jean K. FitzSimon</u>

Hearing Date: <u>March 30, 2017</u>

(Jointly Administered)

Waiver of 14-day stay requested

MOTION TO SELL REAL PROPERTY KNOWN AS 7106 NORTH BROAD STREET, PHILADELPHIA, PENNSYLVANIA 19126 FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, TO SHORTEN THE NOTICE PERIOD REQUIRED UNDER FED. R. BANKR. P. 2002(a)(2), AND FOR EXPEDITED CONSIDERATION OF THE MOTION, AND FOR WAIVER OF THE 14-DAY STAY UNDER FED. R. BANKR. P. 6004(h)

COME NOW the above-captioned Debtors and Debtors-In-Possession (the "Debtors") hereby file this motion to sell real property located at 7106 North Broad Street, Philadelphia, PA 19126 pursuant to § 363 of the Bankruptcy Code and Fed. R. Bankr. P. 6004, and request shortening of the notice period, expedited consideration of the motion, and waiver of the 14-day stay on the order on this motion, and in support thereof respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction to consider this motion pursuant to 28 <u>U.S.C.</u> §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On October 17, 2014, Debtor and Debtor-In-Possession Sandford and Son filed a voluntary Chapter 11 bankruptcy petition. On October 21, 2014, Debtor and Debtor-In-Possession Jay Sandford filed a voluntary Chapter 11 bankruptcy petition.

3. Since that time, Debtors have continued in possession of their property and are presently operating their business and managing their property as Debtors-In-Possession, pursuant to 11 <u>U.S.C.</u> § 1107 and 1108.

4. On March 15, 2017, the Sandford and Son and Jay Sandford ("Debtors") filed an amended plan for reorganization entitled "Joint Chapter 11 Plan for Sandford and Jay Sandford, Dated March 13, 2017" (the "Plan") and a joint disclosure statement entitled "Joint Disclosure

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Statement Regarding Chapter 11 Plan for Sandford and Son and Jay Sandford, Dated March 13,

2017" (the "Disclosure Statement").

5. On March 16, 2017, Debtors filed a motion to approve the Disclosure Statement,

which is now pending approval by the Court.

6. The pending Plan calls for the sale of certain real property of the estate, including

the real property that is the subject of this motion located at 7106 North Broad Street,

Philadelphia, Pennsylvania 19126 (the "Property").

7. The legal description of the property is:

ALL THAT CERTAIN lot or piece of ground situate in Philadelphia City, County of Philadelphia, Commonwealth of Pennsylvania.

SITUATE on the Westerly side of Broad Street at the distance of seventy-five feet Northwardly from the Northerly side of Seventy-first Avenue North in the Tenth Ward of the City of Philadelphia and the commonwealth of Pennsylvania.

CONTAINING in front or breadth on the said Broad Street twenty-five feet and extending of that width in length or depth Westerwardly between lines parallel with the said seventy-first Avenue North one hundred fifty feet.

BEING Known as 7106 North Broad Street. BRT # 10-1-0059-00.

8. Debtors propose to sell the Property free and clear of all liens, claims, interests,

and encumbrances and in accordance with Fed. R. Bankr. P. 6004 and 11 U.S.C. § 363(b)(1) and

(f).

9. This is a private sale, wherein Debtors propose to transfer their interest in the

Property to Saalim A. Rashiyd, pursuant to the terms of a Purchase Agreement dated January 10,

2017 and attached hereto as **Exhibit "A,"** and incorporated herein by reference.

10. Pursuant to 11 <u>U.S.C.</u> § 363(b) and (f), Debtors desire to sell the Property free and clear of any interest other than that of the estate with all valid liens, claims, interests, or encumbrances to attach to the proceeds of such sale. The Debtor is informed and believes the

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Property is encumbered by a mortgage by Hyperion Bank and various tax and utility liens, including but not limited to liens by the City of Philadelphia and Philadelphia Gas Works. There may also be liens by the Commonwealth of Pennsylvania, the Internal Revenue Service, Raymond A. Scarpato, Jr. and Amelia Scarpato, and/or Amelia Investors, Inc. Pursuant to Fed. R. Bankr. P. 6004, each of these persons/entities will be served with a copy of this Motion.

11. The purchase price set forth in the Purchase Agreement is one hundred forty-five thousand dollars (\$145,000.00) with four thousand dollars (\$4,000.00) paid as earnest money and the remaining balance to be paid in cash at closing. There is also a seller assist of five thousand eight hundred dollars (\$5,800.00). Closing is presently scheduled for April 7, 2017.

12. The Debtors have agreed to pay a commission of six percent (6%) to Weichert Realtors, Jenkintown as broker upon the closing of the sale. Said commission will be shared with Buyer's cooperating broker, Integrity Real Estate Services.

13. The Debtors believe the proposed purchase price for the Property is fair and reasonable. The Property was listed with the Multiple Listing Service for sale on October 13, 2016 at a listing price of one hundred forty-nine thousand dollars (\$149,000.00). There were ten (10) showings on the property between that date and November 13, 2016. On November 13, the listing price was lowered to one hundred forty-seven thousand dollars (\$147,000.00). There were four (4) additional showings on the property between November 13 and December 5. There was also an open house held at the property on or about November 27 which no interested buyers attended.

14. The Debtors have agreed to pay a commission of six percent (6%) to Weichert Realtors, Jenkintown (Licensee LeRoy Hammond, RS 316457) to be shared with Buyer's cooperating broker Integrity Real Estate Services (Licensee Donald V. Johnson, RS 144326 A).

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Expedited Consideration

15. Closing was originally scheduled for March 17, 2017. It has now been rescheduled to April 7, 2017.

16. Debtors desire to keep this sale on track and avoid any unnecessary delay in approval of the sale or prejudice to the Buyer.

17. Debtors consulted with counsel for Hyperion Bank, the City of Philadelphia, and the United States Trustee regarding this motion for expedited consideration. None of them has any objection to expedited consideration of this motion, although they have reserved their rights on the merits.

Relief Requested

18. WHEREFORE, the Debtors respectfully request that this Court, after hearing on notice pursuant to Fed. R. Bankr. P. 2002, 6004, and 9014, approve this sale of Property as set forth herein and authorize the Debtors to proceed in accordance with the Purchase Agreement, and that the Debtors have such other and further relief as is just and proper; and

19. WHEREFORE, the Debtors also respectfully request the Court consider this motion in an expedited manner, reduce the notice period in Fed. R. Bankr. P. 2002(a)(2) to five (5) days, require objections to be filed by March 28, 2017, and hold a hearing, if necessary, on March 30, 2017.

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20. WHEREFORE, the Debtors also respectfully request the Court waive the 14-day stay of the order on this motion under Fed. R. Bankr. P. 6004(h).

Dated: March 21, 2017

Respectfully submitted,

/s/ John M. Keating, Esq.

John M. Keating, Esq. Law Office of John M. Keating 9 Dogwood Ave. Glassboro, NJ 08028 Phone: 267-702-5428 Fax: 267-247-3060 *Counsel for the Debtors*

Sandford (14-18330) Motion to Approve Sale of 7106 N. Broad St.

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EXHIBIT A

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ADDRESS (including postal city) 7106 N. BROAD STREET	ZIÞ 19126
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in the School District of PHILADELPHIA	, in the Communiveshin of Pennsylvante
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Company License #	State License # RB 144326 A
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19144	Cell Phone(s) (215) 901-8745
Company Phone (213) 849-1111	Emuil dvj60ao1, com
Company Fax (215) 849-2105	Licensec(s) is (obsck only one):
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64 65	 ZONING (4-14) Follow of this Agreement to contain the zoning classification (exc 	
66 67	vidable) is zoned solely or primarily to pound single-family dwell volded, pay deposits tendered by the Buyer will be returned to the Buy	
6R	Zouing Classification, as set forth in the local zoning ordinance: k	
69 70	7. FIXTURES AND PERSONAL PROPERTY (9-16) (A) INCLUDED in this sale, unless otherwise stated, are all exist	
71 72	and other items including plumbing; heating; gas freepines log	gs; and usor covers; lighting fixtures (including chandeliers and cell- ting equipment); electric animal foucing systems (excluding collars);
73	garage door openers and transmitters; television automas; me	unting brackets and hardware for television and sound equipment;
74 73	mailboxer; wall to wall carpeting; existing window screens,	a carbon inconside detectors; aump pumps; storage sheds; fences; and windows and screen/storm doors; window covering huidware
76 77	(including rods and brackets), shades and blinds; awnings; c	entral vacuum system (with attachments); built-in air conditioners; pactors: any remaining heating and cooking fuels stored on the
76	Property at the time of settlement; and, if owned, water tren	tment systems, propute tanks, satellite dishes and scourity systems.
79 80	Also included:	
84	(B) Unless stated otherwise, the value of the litems listed above are no (C) The following items are LHASED (not owned by Seller), Cort (C) The following items are LHASED (not owned by Seller).	t Included in the Parchase Price.
82 89	systems, monane tanks, satellite dishes and security systems):	n
84 85	(D) EXCLUDED fixitities and items:	and a second
86	6. MORTGAGE CONTINGENCY (9-16)	
87 68	WAIVED, This sale is NOT contingent on mortgage finaticing may include an oppraised contingency.	g, although Duyer may obtain mortgage financing and/or the parties
89	IX ELECTED.	
90 90	(A) This sale is contingent upon Buyer obtaining montgage financing	Second Mortgage on the Property
92	First Martgage on the Property Loan Amount \$ 148,117.50	Loan Amount \$
93 94	Minimum Term 30 years Type of mortgage VA	
уŜ	For conventional lonus, the Long-To-Value (LTV) ratio is not to	For conventional loans, the Loan-To-Value (LTV) ratio is not to
96 97	Morigage leader FIRST HERITAGE CREDIT UNION	exceed % Mongage lender
98 99	Interest rate 4.000 %; however, Buyer agrees to accept the	
10D	interest rate as may be committed by the mortgage lender, not	interest rate as may be committed by the mortgage lender, not
101 102	to exceed a maximum interest rate of 5,000 %. Diacount points, inan origination, inan pincement and other fees	to exceed a maximum interest rate of%.
103	charged by the lender as a percentage of the mortgage loan (exclud-	charged by the lender as a percentage of the morigage loss (exclud-
104 105	ing any mortgage insurance premiums or VA funding fee) not to exceed 1.000 % (D% if not specified) of the mortgage loan.	ing any mortgage insurance preinfilling or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan,
106	(B) Upon receiving documentation demonstrating lender's appro-	al, whether conditional or ouright, of Buyer's mortgage applicu-
107 108	tion(a) according to the terms set forth above, Buyer will prov	nutly deliver a copy of the documontation to Seller, but in any case,
109	1. If Seller does not accelve a copy of the documentation dow	constrating leader's conditional or outright approval of Buyer's mort-
110 111		terminate this Agreement by written notice to Dilyer. Seller's right demonstrating lender's conditional or puttight approval of Buyer's
112	montgage application(a) to Soller. Until Seller terminates	this Agreement pursuant to this Paragraph, Buyer must continue to
113 114		Buyer after the date indicated above if the documentation demon-
115	scrating lender's conditional or outright approval of Buyer's a	
11G 117	b. Contains any condition not specified in this Agreemen	t (e.g., Buyer must sollle on unother property, an appraisal must be
110 119		7 DAYS ofter the data indicated in Paragraph B(R), or any exten-
120	sion thereof, other than those conditions that an custo	marily satisfied at or near settloment (e.g., obtaining insurance, con-
121 122		B)(1) or (2), or the mortgage long(s) is not obtained for settlement,
123	all deposit monies will be returned to Buyer according to	the torms of Paragraph 26 and this Agreement will be VOID, Buyer
124 125		y inspections or certifications obtained according to the terms of this source, title insurance und/or mechanics' lien insurance, or any fee
126	for cancellation; (2) Floud insurance, fire insurance, Juszan	d insurance, mine subsidence insurance, or any fee for cancellation;
127	(3) Appraisal fees and charges paid in advance to mortgage le	a man
128	Buyer Initials: SAR / ASR Paga Produced with shFarm@by zipLogix 10070 Privua Mbs R	3 of L3 Fonet Initials:
	creations was all annound should intered a product and an and a	A REAL REAL REAL REAL REAL REAL REAL REA

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01/13/2017 FRI 14:35 FAX Case 14-18330-jkf Doc 209-1 Filed 03/21/17 Entered 03/21/17 13:53:05 Desc 01/12/2017 THU 14:21 FAX Exhibit A- Purchase Agreement Page 5 of 17 2004/018

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

- (D) The interest rate(s) and fec(s) provisions in Paragraph 8(Å) are satisfied if the montgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fec(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 montgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the montgage lender(s) to make the above mortgage term(s) available to Buyer.
- (B) Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli(a) cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)
 (b) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Ruyer, if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Ruyer, if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Ruyer, if any, otherwise to a communicate with the mortgage lender(s) to assist in the mortgage lean process.
 Broker for Seller, it may, is permitted to contact the mortgage lender(s) at any time to determine the statue of the mortgage lean application.
- (F) Buyer will be in default of this Agreement if Duyer turnishes folse information to anyone concerning Buyer's financial and/or
 employment status, fails to comparate in good faith with processing the mortgage loan application (including payment for and
 ordering of appendast without delay), fails to look in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the londer to
 reject, or refuse to approve or issue, a mortgage loan commitment.

(C) If the mortgage lender(s), or a property and osciulty insurer providing insurance regulated by the mortgage lender(s), requires insurance regulated by the mortgage lender(s), requires to the Property, Buyer will, upon receiving the requirements, deliver a gopy of the requirements to Seller. Within 5
 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's oxpones.

1. If Sellor makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Ruyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

- 2. If Seller will not make the required repairs, or it Seller falls to remand within the stated time, Buyer will, within _____5 DAYS, notify Seller of Buyer's abole to:
 - a. Make the reputation provements at Bayer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OK
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(G)(7) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required reprinz/improvements at Buyer's exponse and agree to the RHT.BASB in Paragraph 28 of this Agreement.

- PHA/YA, IF APPLICABLE 164 165 (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any ponalty by forfeiture of carnest money deposits or otherwise unless Buyer 166 167 has been given, in accordance with HUD/PHA or VA requirements, a written statement by the Federal Housing Commissioner, Votorana Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than 160 (the Purchase Price as stated in this Agreement). Buyer will have the privilego and option of 169 \$ 145,000.00 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation 170 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will hours. HUD does 171 172 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the 173 Property are acceptable. 174
- Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Davelopment and Federal Housing
 Administration Transactions, provides, "Whoever for the purpose of . . , influencing in any way the action of such Department,
 inakes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title of imprisoned not
 more fluor two years, or both."
 U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement
 - (1) U.S. Department of Housing and Urban Development (HUD) NOTICE TO FURCHASERS: Bayer's Acknowledgement Bayer has received the HUD Notice "For Your Protection: Get a flome Inspection," Bayer understands the importance of getting an independent house inspection and has thought about this before signing this Agreement. Bayer understands that FHA will not perform a house inspection us? guarantee the price or condition of the Property.
- (J) Contification We the undersigned, Seller(s) and Envor(a) party to this transaction each certify that the terms of this contract for purchase are two to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

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

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase. Buyer shall promptly notify Soller and Inder(s) to whom the Buyer submitted a mortgage application, if way, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; ontry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

191 Buyer Initials: SAR / ____

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	(A) S S (B) S 1	 tatue of Sewer Seller represents that the P Fublic Sewer Individual On-int Sew Individual On-int Sew Individual On-int Sew None (see Sewage Not Notice 1: There is no c Pennsylvania Sewage, Fac repair or compy any bul permit, Buyer is advised a administering the Act to a local agency charged wit working cooperatively with Notice 2: This Property for Section 7 of the Penne constructing, awarding a c parcel or lot is subdivided and that, should the system mry be held liable for any Notice 3: This Property carrying system and with Pursuant to the Penneylvant to the Penneylvant 	eriy is served by: unity Water On-site Water None On-site Water None On-site Water On-site Water None On-site Water None On-site Water None On-site Water None One-site Water One-site One-site Water One-site One-s	ice 3) f applicable) . Section 7 of the construction, alter, it first obtaining a ency charged with ways system. The that municipality mption provisions d before installing, m where a ten-acre were not conducted to of a malfunction weyed by a water of a mother site.
221 222 223 224 225 226		Notice 4: An individual tance specified by regul provide guidance. Subsec supply or water supply s	sewage system has been installed at an isolation distance from a well that is lation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal tion (b) of §73.13 states that the minimum horizontal isolation distance between a ystem suction line and troutment tanks shall be 50 feet. Subsection (c) of §73.13 states that mapping or water supply system suction line and the	icolation distances n individual water laten link the horl-
227 228 229 230		are not available for this to plotes a major planning req Istoric Preservation	n an area in which permit limitations are in offect and is subject to these limitation of and construction of a structure to be served by severe facilities may not begin until the privation pursuant to the Pennsylvania Sawaye Facilities Act and regulations promulgat	ed thereunder.
231 232	S	eller is not sware of historic r	preservation restrictions regarding the Property unless otherwise stated here:	
233		and Use Restrictions		
234 235	1.		of it, is subject to land use restrictions and may be proferentially assessed for tax r otices Regarding Land Use Restrictions bolow):	mposes under the
236		Agricultural Area S	courity Law (Right-to Fram Act; Act 43 of 1981; 3 P.S. § 901 of seq.)	
237		🗀 Farmland and Fores	t Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. \$ 5490.1 e	t seq.)
238 "239			ot 442 of 1967; 32 P.S. § 5001 ot beq.) vo Program (16 U.S.C. § 3831 et beg.)	- ,
240		Other		
241	2.	Nutices Regarding Lund L		
242 243		a. Pennsylvania Right-T	o-Farm Act: The property you are buying maybe located in an area where agric in protects agricultural resources for the production of food and agricultural produc	sultural operations
243			annal agricultural operations may be subject to nuisance lawauts or restrictive ordinance	
245			privator Proportios onrolled in the Clean and Groon Program receive preforential pr	
240		ment. Buyer and Sollo	r have been advised of the need to contact the County Tax Assessment Office be	fore the execution
247			determine the property tax implications that will or may result from the value of the	
248 249		o Onen Sance Aste The	as a result of any change in use of the Property or the land from which it is being separa a Act author counties to enter into covenants with owners of land designated as i	100.
250			and on un adopted municipal, county or regional plan for the purpose of preserving	
251		apaco. A covenant bety	ween the owner and county is binding upon any Buyer of the Property during the p	oriod of time that
252		the covenant is in offe	bot (5 or 10 years). Covenants automatically renew at the and of the covenant period	od unlow specific
253 254			reduces are followed. Buyer has been advised of the need to determine the reatelette	
254 255			reporty to Buyer and the property tax implications that will or may result from a ch a of it. Buyer is further advised to determine the term of any covenant now in effect.	unge in was of the
256 Bu	yer Juitle	1185AR_1	ASR Page 5 of 13 Soller Initia	le://

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1					my ponulties to Saller if ten		
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		in effect, Seller is	advised to determine the	finnucial implications the	will or muy result from the en	ale of the Properly.	
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	2. 3	allar knows of no o	her notential untices fina	chiding violations) and/or	assessments encept as follows	1	***
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	Acce			highway occupancy perm	it from the Department of Tran	nsportation.	
	IVER	OF CONTINGEN					
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If the house	IVER his Ag inderica	reement is continger, certifications, 20	at on Buyer's right to i ning classification or a	use, or any other inform	ation regarding the Property	, Buyer's failure	to exercise
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	Exhibit A- Purchase Agreement Page 8 of 17	
	active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide appil-	
	cates to treat the Property. If the Inspection reveals demuge from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural	
	damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property. Desds, Restrictions and Zoning	
Elected	Buyer may investigate passments, deed and use restrictions (including any historic preservation restrictions or ording a way	nivod
/	nances) that apply to the Property and roview local zoning ordinances. Buyer may verify that the present use of the Min Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is	./
	permitted and inay elect to make the Agreement coolingent upon an anticipated use. Present use:	
	Water Sarvice	
Elected	Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise 🚙 We	nived
/	— qualified watch/wall testing company. If and as required by the inspection company, Seller, at Seller's expense, will obtain and provide access to the on-site (or individual) water system. Seller will restore the Property to its provides	N
	condition, at Seller's expense, prior to settlement. Ration	
- Clected	Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency Wa	alved
之下/	_ (EPA) advises corrective action if the average annual exponents to radom is equal to or higher than 0.02 working levels	./
	of urahium and radium. Studies indicate that extended exposure to high levels of radon gas con increase the risk of	
	lung cancer, Rodon can flud its way into any alr-space and can permeate a structure. If a house has a radon problem, it annully can be oured by increased ventillation and/or by preventing radon entry. Any person who tests, miligates	
	or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection.	
	Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Bullding, P.O.	
	Box 8469, Harrisburg, PA 17105 8469, (800) 23RADON or (717) 783-3594. www.epa.gov	
Elected	Ou-lot Sewage (If Applicable) Buyes may obtain an inspection of the individual on-lot newage disposal system from a qualified, professional ap	aived
/	_ inspector. If and as required by the inspection company, Seller, at Seller's expanse, will locate, provide access to, and 25. empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at	_/
	Seller's expense, polor to settlement. See Paragraph 13(C) for more information regarding the Individual On-lat	
4	Sewago Inspection Contingency. 4 • • • • • • • • • • • • • • • • • •	
Elected	Buyer may determine the insurability of the Property by making application for property and casualty insurance forW	aived
/	the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurance process. If the Property is located in a specially-designated flood zone, Buyer may	·′—
	be required to carry floud insurance at Buyer's expense, which may need to be ordered 14 days or more prior to	
	Solutement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties, Buyer should consult with one or more flood insur-	
	ance agents regarding the need for fluod insurance and possible promium increases. Property Boundaries	
Elected	Buyer may encape the services of a surveyor, title abstractor, or other qualified professional to assess the legal, We	alved
/	description, cortainly and location of boundaries and/or quantum of land. Most sellers have not had the Property sur-	./
	constructed bactions may or they not represent the this boundary lines of the Property. Any numerical representations	
	of size of properly are approximations only and may be inaccurate. Lead-Based Point Magards (For Properties bull prior to 1978 only)	
Electud	Before Buyer is obligated to purchase a residential dwolling built prior to 1978, Buyer has the option to conduct actor Wi	Bived
/	_ risk assaument and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hav and a nuclear the Residential Lead-Dased Paint Hazard	./
	Reduction Act requires a seller of property built prior to 1978 to provide the Unyer with an KPA-approved	
	lead heards information pemphici titled "Protect Your Family from Lead in Your Home," along with a sep- arate form, attached to this Agreement, disclosing Soller's knowledge of lead-based paint hazards and any	
	lead-based paint records regarding the Property.	
Elected	Other Wi	aived
/		/
The Lisp	ections elected above do not apply to the following existing conditions and/or items:	
·		
	ices Regarding Property & Environmental Inspections	
I. L	exterior Building Materialat Poor or improper installation of exterior building materials may result in moisture per	nətratiz
¢1	is surface of a structure where it may cause mold and damage to the building's frame.	
Buyer Inffinis	SR Poge 7 of 13 Saller Initials: Eruduced with zipFonn® by zipLogia 18070 Filieen Mile Frad, Frank, Michael 48028 www.zipLagia.com	

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- 2. Asbestos: Asbestos is linked with several adverse health affects, including various forms of cancer,
 - 3. Environmental Hazards: The U.S. Environmental Protection Agency Inst a list of hazardous substances, the use and disposal of which are restricted by law. Conscelly, if hazardous substances are found on a property, it is the property owner's responsibillity to dispose of them properly.
- 4. Weithauds: Weithands are protected by the federal and state governments. Buyer may wish to hire an onvironmental engineer to Investigate whether the Property is located in a wetlands area to determine it permits for plans to build, improve or develop the properly would be affected or deuled because of its location in a wellands area.
- 5. Mold, Fungi and Indoor Air Quality: Indoor mold contamination and the Inhalatica of bioacrosols (bacteris, mold spores, pollen and viruses) have been associated with allergic responses.
- 396 6. Additional Information: Inquiries or requests for more information about asheatos and other hazardous substances can be directed to the U.S. Environmental Protection Agancy, Atlel Rios Building, 1200 Penusylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, md/or the Department of Health, Commonwealth of Penusylvania, Division of Environmental Health, 397 398 399 Harrisburg, PA 17120. Information about induor air quality issues is available through the Pennsylvania Department of Health 400 and may be obtained by contacting Health & Welfare Building, 8th Planer West, 62.5 Parater St., Harrisburg, PA 17120, or by 401 calling 1-877-724-3258.
- 13, INSPECTION CONTINGENCY (4-14) 402
- 403 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected 404 in Paragraph 12(C).
- 405 Except as stated in Patagraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer **(B)** 406 will, within the stated Contingency Period: 407
- 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE to Paragraph 28 of this Agreement, OR 405
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Huyer according to the terms of Paragraph 26 of this Agreement, OR
- 3. Present the Report(a) to Seller with a Written Corrective Proposal ("Proposal") listing corrections und/or credits desired by Buyer. 410 4ľ1 The Proposal may, but is not required to, include the name(o) of a property licensed or qualified professional(a) to perform the cor-412 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. 413 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lander or governmental require-414 mante if performed in a workmanlike manner according to the terms of Buyer's Proposal. 415
 - a. Following the end of the Contingency Period, Buyor and Seller will have 5 days (5 if not specified) for a Negotiation Period.
 - (1) During the Negotiation Period, Seller will allow agree to satisfy all the terms of Buyer's Proposal or negotiate, by written or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at suttlement, as acceptable to the mortgage lender, if any.
 - (2) If Soller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Soller enter into another mutually acceptable written agreesment, Buyer scorpts the Property and agrees to the RBLEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.
 - b. If no mutually acceptable written agreement is reached, or if Seller (alls to respond, during the Negoliation Period, within days (2 if not specified) following the end of the Negofiation Period, Ruyer will:
 - (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR
 - (2) Terminate this Agreement by written nodes to Seller, with all depusit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
 - If Buyer and Seller do not reach a unitually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Ruyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing acgetiations do not automatically extend the Negotiation Period.
- (C) If a Report raveals the need to expand or replace the existing individual on-lot sewage disposal system, Soller may, within 433
- 434 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the 435 name of the company to perform the expansion or replacement; provisions for payment, including rotests; and a projected comple-436 tion dato for corrective measures. Within_ 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's abore to: 437 438
 - 1. Agree to the textus of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 439 Terminate this Agreement by written notice to Setter, with all deposit monies returned to Buyer according to the terms of 2. 440 Paragraph 26 of this Agreement, OR
- 441 3. Accept the Property and the existing system and agree to the RIT BASE in Paragraph 28 of this Agreement. If required by any more 442 gage lendor and/or any governmental authority, Bayer will correct the defects before settlement or within the time required by the 443 mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller. 444 which may not be unreasonably withhold. If Seller denies Buyer permission and/or scress to connet the defects, Buyer
- 445 may, within 5 DAXS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit manies returned 446 to Buyer according to the terms of Puragraph 26 of this Agreement.
- 447 If Buyer fails to respond within the time stated in Paragraph 13(C) or fulls to terminate this Agreement by written notice to 4.4 H Seller within that time, Buyer will accept the Property and agree to the RELEASE in Peragraph 28 of this Agreement.
- 14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14) 449
- 450 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-

451 Buyer Inillate SMK

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452	erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher associated value for the
453	property and an increase in property taxes. Also, periodic county-while property reassessments may along the assessed value of the
454	properly and result in a change in property tax.
455	
456	(A) In the event any nucleos of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
4.57	received after Seller has signed this Agreement and before softlement, Soller will within DAYS of receiving the notices and/or
458	assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Soller will:
459	1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complice with the
460 461	notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
462	 Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or felle within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within DAYS
463	that Buyer will:
404	a. Comply with the notices and/or sasessments at Duyer's expense, accept the Property, and agree to the RULKASE in
465	Paragraph 28 of this Agreement, OR
400	b. Terminale this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
467	Patagraph 26 of this Agreement.
469	If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to
469	Solice within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.
470	(B) If required by law, within 30 DAYS from the Exemption Date of this Agreement, but in no mass later than 15 DAYS prior to
471	Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(a) disclosing notice
472	of any unconceted violations of zoning, housing, building, safety or the ordinances and/or a certifluste permitting occupancy of lite
473	Property. If Buyer receives a notice of any required rupairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
474	1. Within DAYS of receiving notice from the municipality that repairs/improvements we required, Soller will deliver a cupy
475	of the nucles to Buyer and noticy Buyer in writing that Seller will:
476	a. Make the required reputation provements to the satisfaction of the municipality. If Seller makes the required repairst improve-
477	motits, Buyer accepts the Property and agrees to the RBLBASE in Paragraph 28 of this Agreement, OR
470 479	b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
490	noulty Seller in writing within DAYS that Buyer will: (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
481	(1) Make the reparts introvements at buyer a expense, which perturbation and access to the property given by Sener, which will not be upreasonably withheld, OR
482	(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
463	of Paragraph 26 of this Agreement.
484	If Buyer falls to respond within the time stated in Paragraph 15(B)(1)(b) or falls to terminale this Agreement by written
485	notice to Seller within that time, Duyer will succept the Property and agree to the RELEASE in Paragraph 28 of this
466	Agreement, and Dayer accepts the responsibility to perform the repairs/improvements according to the terms of the
487	notice provided by the municipality.
4K#	2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before
489	Settlement Date to make the required repaire/improvements, Buyer may, within5 DAYS, terminete this Agreement by whi-
490	ton notice to Seller, with all deposit momes returned to Buyer according to the terms of Paragraph 26 of this Agreement.
491	3. If repaired improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Patagraph, Seller
492	will perform all repuis/improvements as required by the notice at Seller's expense. Paragraph 15(6)(3) will survive settlement.
493 494	16, CONDOMINIUM/FLANNED COMMUNITY (NOMEOWNER ASSOCIATIONS) NOTICE (9-16)
495	(A) Property is NOT a Condomination of part of a Planned Community unless checked below.
496	the Uniform Condominium Act of Pennsylvania requires Seller to furnish Bover with a Certificate of Resale and copies of the
497	condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
498	D PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
499	the Uniform Planned Community Act. Section 5407(a) of the Act requires Beller to furnish Buyer with a copy of the declaration
500	(other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions
501	sut forth in Section 5407(a) of the Act.
502	(B) THE FOLLOWING APTLUES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A
503	PLANNEU COMMUNITY;
504	If this is the first sale of the property after areation of the conduminium or planned community (therefore a sale by the Declarast),
50\$	Seller shall furnish Buyer with a Public Officing Statement no later than the date Duyer executes this Agreemant. Duyor may void
506	this Agreement within 15 days (if a condominium), or within 7 days (if part of a plauned community) after receipt of the Public
507	Offering Statement or any amondment to the Statement that materially and adversely affects Buyer. Upon Buyer destacing this
508	Agreement void, all deposit monios will be returned to Buyer according to the terms of Paragraph 26 of this Agreement,
509	(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED
510	COMMUNITY:
514	1. Within 15 DAYS from the Execution Dute of this Agreement, Seller, at Soller's expense, will request from the association
512 513	a Certificate of Reagle and any other documents necessary to anable Sollar to comply with the relevant Act. The Act provides that the nasoclation is required to provide these documents within 10 days of Soller's required.
514	2. Seller will promptly deliver to Buyer all documents received from the ussociation. Under the Act, Soller is not liable to Buyer
515	Buyer Intelate: SAS. / ASIL Page 9 of 1.3 Seller Initials: 1/1-/
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16		for the failure of the association to provide the Certificate in a timely mumor or for any incorrect information provided by the
17		association in the Certificate.
18		3. The Act provides that Buyer may dealare this Agreement VOID at any time before Bayer receives the association documents and for
19 20		5 days after incerted, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in withing; upon Buyer declaring this Agreement yold, all deposit monies will be returned to Buyer according to the torus of Paragraph 26 of this Agreement.
21 21		4. If the association has the right to buy the Property (tight of first refusal), and the association exercises that right. Solisr will
22		relimburge Buyer for any costs incursed by Buyer for any inspections or contifications obtained according to the terms of the
23		Agreement, and any costs incurred by Bayer for: (1) Title search, title insurance and/or mechanica' lien insurance, or any fee for
24 ZS		cancellation; (2) Flood insurance, five insurance, hezard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appropriate fees and charges paid in advance to mortgage lender.
	7. TIT	LES, SURVEYS AND COSTS (4-14)
27	(A)	The Property will be conveyed with good and marketable this that is insurable by a reputable title insurance company at the regular
28 29		rates, free and clear of all liens, encombrances, and easoments, excepting however the following: existing deed restrictions; his- toric preservation restrictions or ordinances; building restrictions; ordinances; casements of roads; easements visible upon the
30		ground; easements of record; and privileges of rights of public service companies, if any.
31	(B)	Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from
2		a lender's utle insurance policy, which will not protect Buyer from plaims and attacks on the title. Owner's this maurance policies
13 34		come in standard and onhanced versions; Buyer should consult with a little insurance agent about Buyer's options. Buyer sources to telease and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's
15		series to telease and discharge thy and an online and losses against prozet in puyer model. Dayer region to before a the online at online a tracket and prozet to before to before at online at
56	(C)	Ruyer will pay for the following: (1) Title search, title insurance and/or mechanics lies insurance, or any fee for cancellation;
37		(2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
38 39	ŝ	and charges paid in advance to mortgage lender; (4) Buyer's customary solitement costs and accruais, Seller has the right, upon request, to receive a free copy of any title abatract for the Property from the party for whom it was prepared.
10	(E)	Any survey or surveys required by the title insurance company or the abalracting company for preparing an adequate legal descrip-
н		tion of the Property (or the connection thereof) will be obtained and hald for by Seller. Any survey or surveys desired by Buyer or
12	(8)	required by the mortgage lender will be obtained and paid for by Buyer.
19 14	(P)	In the event of a change in Seller's financial status affecting Seller's ability to convey life to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but
15		is not limited to. Seller filing backruptcy; filing of a foreclosure lawsult against the Property; entry of a monetary judgment against
16		Soller; notice of public tax sale affecting the Property; and Soller learning that the sule price of the Property is no longer sufficient
17	(7)	to satisfy all liens and encountrances against the Property.
48 49	(0)	If Solier is unable to give good and marketable dile that is insurable by a reputable title insurance company at the regular rates, as apecified in Puragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to
SD		Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred
51		by Buyer for any inspections or certifications obtained accounting to the terms of this Agreement, and for those items specified in
52. 53	205	Paragroph 17(C) kerns (1), (2), (3) and in Paragraph 17(B). Oil, gas, mineral, or other rights of this Property may have been proviously conveyed or leased, and Sallets make no representation
54 54	(П)	bout the status of these rights unless indicated elsewhere in this Agreement.
55		DA, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.
56	(1)	COAL NOTICE (Where Applicable)
57 58		THIS DOCUMENT MAY NOT SIZE, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND MICHTS OF SUPPORT UNDERNEADED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
59		RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SUBJACE OF THE LAND AND ANY HOUSE,
10		DUXLOING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the mannet provided in Section 1 of the Act of July
il a		17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protoction against subsidence resulting from coal mining operations, and that the property described herein may be protocted from damage due to mine subsidence by a private
52 53		contract with the owners of the conomic interests in the coal. This acknowledgement is made for the purpose of complying with
54		the provisions of Section 14 of the Bituminous Mine Subsidence and the Lond Conservation Act of April 27, 1966." Buyer agrees
i5	•	to sign the deed from Soller which deed will contain the aforeanid provision.
56 57	(J)	The Property is not a "recreational cabin" as defined in the Fonnsylvania Construction Code Act unless otherwise stated here:
;B	(K)	1. This property is not subject to a Privato Transfer Ves Obligation unless otherwise stated here:
59	1.1.1	🗖 Private Transfer Foo Addendum (PAN Form PTF) is attached to and made part of this Agreement.
70		2. Notices Regarding Privato Transfer Fees: In Fennsylvania, Privato Transfer Fees are defined and regulated in the Private Transfer Fee
71 72		Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Pre as "a few that is payable upon the lasts- for of an interest in teal property, or payable for the right to make or accept the transfer, if the obligation to pay the few or charge runs
22		with title to the property or otherwise binds subsequent owners of property, regardless of whether the foo or charge is a fixed uncount or
74		is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private
75 76		Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where
76 77 1	8. 1.1 4	a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers. INTENANCE AND RISK OF LOSS (1-14)
		Sollor will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
78 78	(A)	

580 Duyer Initiak: 516_/___

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581 582 583 584 585 586 587 588 590 590 590 590 590 593 594 595 595 596 597 598 599 600 601 19 602 603 604	 (B) If any part of the Property Included in the sule faile before actionent, Seller will: Repair or replace that part of the Property before settlement, OR Provide prompt written notice to Buyer of Seller's decision to: Credit Buyer at settlement for the fully market value of the failed part of the Property, as acceptable to the martgage lender, if any, OR Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property. (B) If any part of the Property. (C) Failer does not replate the failed part of the Property or agree to credit Buyer for its fair market value of the failed part of the Property. (B) Faile to notify Buyer of Seller's choice, Buyer will acutly Seller in writing within
605 606	warming may have a business relationship with the home warranty communy that provides a financial bargent to the business
608	"This Agreement will not be recorded in the Office of the Recorder of Deede or in any other office or place of early more the trans-
	Assignment (1-10)
611 612 613 614 22.	This Agreement is lunding upon the parties, their holm, 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 oth- erwise stated in this Agreement. Assignment of this Agreement may result in additional sumsfer taxes. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)
616	(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the luws of the Commonwealth of Pennsylvania.
619 23.	(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. FOREIGN INVESTMENT IN REAL PROPENTY TAX ACT OF 1980 (FIRPTA) (9-16)
621 622	Sciler IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revonue Code, which provides that a transferea (Buyer) of a U.S. real property interest must withhold tax if the transferer (Seller) is a foreign person.
624 625 626 027 628	Sellet is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Sellet, Seller horeby agrees to formish, at or before closing, one of the following; an affidavit stating, under penalty of perjury, the Seller's U.S. (axpayer iden- tification aurobor (UIN or SSN) and that the Seller is not a foreign person; a "qualifying statement," as defined by statute, that tax withholding is not required by Buyer; or any other document(s) required or permitted by the Internal Revenue Code.
631 632 633	NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14) 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 prop- erty, or to check the information on the Pennsylvania State Police Web site at www.pamogansiaw.state.pn.us.
634 25. 635 636 637 638 639	 REPRESENTATIONS (1-10) (A) All representations, claims, advertising, promotional activities, brochutes or plans of any kind made by Seller, Brokars, their licensees, employees, officers or partners are not a part of this Agreement utiless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Boyor, end there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoover concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing excented by the parties. (B) Unless otherwise stated in this Agreement. Buyer has inspected the Property (including fixines and any personal property specifically listed herein) hefore 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 con-

614 Boyer Initiale SML / _____ ASR Page 11 of 10 Produced wills alpforme by siplacik 18070 Filices Mile Real, Filien, Michigen 48526 www.siplatik.com

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ditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems con-646 647 tuined therein. (C) Any reputer required by this Agreement will be completed in a workmanilke manuter. 648 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement. 649 650 26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14) (A) Where Buyer terminates this Agreement pursuent to any right granted by this Agreement, Buyer will be entitled to a return of all 1691 dopusit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. 652 Termination of this Agreement may occur for other masons giving rise to claims by Buyer and/or Seller for the deposit mosics. 653 654 Regardless of the apparent entification to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to (Π) determine who is antitled to the deposit monies when actionent does not occur. Broker can only release the deposit monies: 635 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written 656 agreement signed by both parties is evidence that there is no dispute regarding deposit monies. 657 If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing, 65% 2. Broker how to distribute some or all of the deposit monica. 659 3. According to the terms of a final order of court. 660 4. According to the tenns of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the 661 deposit montes if there is a dispute between the parties that is not resolved. (See Paragraph 26(C)) 662 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved days (180 if not 663 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the 564 Agreement, whichever is carlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's witten 665 request, distribute the deposit monies to Buyer unless the Broker is in receipt of vorifiable written notice that the dispute is the sub-666 ject of hitigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for 667 distribution, Broker will continue to hold the deposit monies until receipt of a weltten distribution agreement between Buyer and 668 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-669 tribution made by Broker parsuant to this paragraph, Buyer and Seller agree that the distribution of deposit monics based upon the 670 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue 671 litigation oven atter a distribution is mode. 672 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monles pursuant to the terms of Paragraph 26 or Pennsylvania 673 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit 674 monies, the attorneys' fees and costs of the Broker(s) and licensoc(s) will be paid by the party maning 675 676 them in Illigation. Seller has the option of rataining all sums paid by Buyer, including the deposit monies, should Dayar: 677 (E) 678 Fail to make any additional payments as specified in Paragraph 2, OR 1. 12. Furnish fulge or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's 672 680 logal or financial status, OR 3. Violate or fail to fulfill and perform any other larms or conditions of this Agreement. 681 Unious otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies; 682 (F) 683 1. On account of mirchase price, OR 2. As montes to be upplied to Seller's damages, OR 684 GB5 As liquidated damages for such default. 3. (G) 🕅 SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONTES, AS LIQUIDATED 686 687 DAMAGES. (H) If Seller retains all sums paid by Boyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer 688 689 and Seller are released from further liability or obligation and this Agreement is VOID. Brokers and licensees are not responsible for unpaid deposits. 690 a) 691 27, MEDIATION (1-10) Buyor and Sellor will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, 692 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Riome Sellers/Home Bayers Dispute 693 Resolution System, unless it is not available, in which case Boyer and Seller will mediate according to the terms of the mediation ava-694 tem offered or endorsed by the local Association of Realtors?". Mediation feas, contained in the mediator's fee schedule, will be divided 693 equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party 696 to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any 697 statuto of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agree-698 ment to mediate disputes or claims arlsing from this Agreement will survive settlement, G99 700 28. RELEASE (9-05) Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSERS, EMPLOYEES and any OFFI-701 CER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through 702 them, from any and all claims, losses or demands, including, but not fimited to, personal injury and properly damage and all of the 703 consequences thereof, whether known or not, which may arise from the presence of tomultes or other wood-boring instate, ration, lead-704 based paint hazards, mold, fungi or induor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system 705 or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the 706 terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to par-707 sue any remedies that may be available under law or equity. This release will survive settlement. 708 709 29, REAL ESTATE RECOVERY FUND (9-05) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against "Pounavivania real 710 Solter Initiale: 711 muyer Kultinia SAR /_ ASR Page 12 of 13 Produced with zipForm® by zipLogix 18070 Filteen Mile Road, Fraser, Michigan 48028 your zipLogix.com

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s ""	
7 7	 astate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
7	 30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10) (A) If Buyer is obtaining mortgage fluencing, Buyer shall promotly deliver to Broker for Buyer, if any, a popy of all Loop ((stimute(s)))
	and Closing Disclosure(s) upon receipt.
7	9 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents radified to be delivered mursuent to
7	directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
	communication/delivery to a Soller, that provision shall be satisfied by communication/delivery to the Broken for Seller, if you if
	4 unless otherwise agreed to by the parties.
	5 31, NEADINGS (4-14) 6 The section and personal headings in this Assessment are for constanteurs only and one petition and as had a so that a section of the section of th
7	7 sections which follow fight. They shall have no effect whiseover in determining the provide a plant of the marine
7	⁸ 32, SPECIAL CLAUSES (1-10)
7	and and an a man and a man made of this receipter.
7	I Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addandum (PAR Horn SSPCM)
7: 7:	2 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
7:	4 Appralsal Contingency Addendum (PAR Form ACA)
7: 7:	Short Sale Addendum (PAR Form SHS)
7	
7:	Agreement is subject to the approval of the bankrainter court. If the court does not approve the sale
7:	(c) Automobili Korins)
74	within 10 class this assesses to be 11 to a merely a loss of the state
7.	a got a get out inthe A group and to that a sint with a first with a lith it was a site out the she at a
74	Buyer's initials: Seller's initials;
74	Buyer's initials;
/~	This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties, Date: Date:
74 74	NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties 10 this transaction are advised to consult a Pannsylvania teal estate attorney before signing if they desire legal advice.
	of all partice, constitutes autoplance by the partice.
	Buyer has received the Consumer Notice as adopted by the State Real Batate Commission at 49 Pa. Code \$35.336.
75	SNE / Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
75 75	Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale, Buyer has received the pathablet Protect Your Pamily from Load in Your Done (for properties built prior to 1978).
7.5	BUYER DATE 1-10-17
75	BUYER DATE
	BUYER DATE
76	Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35,336.
e	Soller has meeted a statement of Seller's estimated closing costs before algoing this Agreement.
76	SELLER And daniford SANDFORD SANDFORD SANDFORD
76	SELLER DATE
76	SELLER DATE
	ASR Page 13 of 1.9 Produced with zip?om by sipLogix 18070 Fifeen Mile Read, Figuer, Michigan 48030

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1/12/	/2017 Gase114218330 jkf Doc 209-1 Filed 03/21/17 Entered 03/21/17 13:53:05 Exhibit A- Purchase Agreement Page 15 of 17	Desg015/018
	COMPENSATION ADDENDUM TO AGREEMENT OF SALE This form accommended and approved for, but not respired to use by, the mombers of the Ponneylvonin Association of Repitors (PAR),	CAS
1 2 3	SELLICK ESTATE OF JAY & WALTER JANFORD	
4	Listing Broker (Company Nunc): WEICHERT~JENKINFOWN	
5 6		is the
	XI Buyer Agent. Intransaction Licensee working with Buyer. Intransaction Seller. As stated in the MLS or by a previous agreement between the brokers, the Listing Broker will pay a cash fee	ls the
6 7	XI Buyer Agent. Intraspotion Licensee working with Buyer. Intraspotion Seller. As stated in the MLS or by a provious agreement between the brokers, the Listing Broker will pay u cash fee of	
6 7 8	XI Buyer Agent. Intraspotion Licensee working with Buyer. Intraspotion Licensee working with Buyer. As stated in the MLS or by a previous agreement betwace the brokers, the Listing Broker will pay u cash fee of of Purchase Price to the Selling Broker when the fee is received by Listing Droker. Seller will pay an additional cash fee of of Purchase Price to the Selling Broker on bohnlf of Buyer s	
6 7 8 9	XI Buyer Agent. Intraspotion Licepsee working with Buyer. Intraspotion Licepsee working with Buyer. As stated in the MLS or by a provious agreement betwaren the brokers, the Listing Broker will pay u cash fee of of Purchase Price to the Selling Broker when the fee is received by Listing Droker. Seller will pay an additional cash fee of of Purchase Price to the Selling Broker on behalf of Buyer at the Selling Broker on Buyer at the Seling Broker on Buyer at the Seling Broker on	
6 7 8 9 10	XI Buyer Agent. In Transaction Licensee working with Duyer. In Subagent for Seller. As stated in the MLS or by a provious agreement between the brokers, the Listing Broker will pay u cash fee of of Purchase Price to the Selling Broker when the fee is received by Listing Droker. Soller will pay an additional cash fee of of Purchase Price to the Selling Broker on bohnif of Buyer s All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect. BUYER DATE 1-10-17	
6 7 8 9 10 11 11	XI Buyer Agent. Intraspondent Licensee working with Duyer. Intraspondent Subagent for Seller. As stated in the MLS or by a previous agreement betwacen the brokers, the Listing Broker will pay a cash fee of of Purchase Price to the Selling Broker when the fee is received by Listing Droker. Seller will pay an adultional cash fee of of Purchase Price to the Selling Broker on bohalf of Buyer a All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effort. BUYER DATE 1-10-17 SEALTM A. RASHIYD DATE 1-10-17	
6 7 8 9 10 11 11	XI Buyer Agent. Transaction Licepsee working with Buyer.	
6 7 8 9 10 11 12 13	XI Buyer Agent. Intransaction Licensee working with Duyer. Intransaction Seller. As stated in the MLS or by a provious agreement between the brokers, the Listing Broker will pay a cash fee of of Purchase Price to the Selling Broker when the fee is received by Listing Droker. Soller will pay an additional cash fee of of Purchase Price to the Selling Broker on behalf of Buyer s All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect. PUYER	



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Pennsylvania Association of Realtors*

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Wainer, 2021 D STIBNTON AVII Philadelphis, PA 19138 Phane: 215 849-2105 Fax: 215 849-2105

DONALD JOHNSON

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7106 N Broad

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Exhibit A- Purchase Agreeme	ent Page 16 of 17
CHANGE TO LISTING CONTRACT This form recommended and opproved for, but not restricted to use by, the members of the Pennsylver	
PROPERTY 7106 N Broad St. Philadelphia, Pa 191 BROKER (Company) Weichert Realtors, Jankintown SELLER Jay Sandford	
DATE OF LISTING CONTRACT October 7, 2016	LISTING PRICE \$ 147,000.00
Broker and Seller agree to change the tenns of the above Listing Contra	
2. Listed Price is changed to: \$	
3. Appoint Designated Agent(s):	· · · · · · · · · · · · · · · · · · ·
 Appoint Designated Agent(s): Sollar renounces the agency relationships held with all licensees affi Any licensee(s) that has been previously designated and is not being Remove Designated Agent(s): 	liated with Broker who are not Dusignated Agents for Selle
5. Other: Seller will pay Broker 6% Commission at ta	Ime of Bettlement.
17 LET 17 194	
	······································
All other terms and conditions of the Listing Contract remain unchanged	and in full force and effect.
SELLER	DATR <u>1.11.17</u>
Jay Bandford	
SELLER U	DATE
בליא א אויס	
SELLER	DATE
BROKER (Company Name) Weichert Realtors, Junkintow	n
2 11-11	
ACCEPTED BY A K	DATE 01-11-2017
Lekoy Nammond	
HONOY HAMMOND	

Case 14-18330-jkf Doc 209-1 Filed 03/21/17 Entered 03/21/17 13:53:05 Desc Exhibit A- Purchase Agreement Page 17 of 17 ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

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1	PROPER	TY 7106 N Broad St						
2		Philadelphia, Pa 19126						
3	SELLER Jay Sandford							
4	BUYER Saalim A Rashiyd							
5	DATE OF	AGREEMENT January 1	1, 2017					
6								
7	Both Bu	yer and Seller Agree	to the Following:					
8								
10 11	-							
12	1.	The mortgage commitme	ent date is extend	ed until March 24, 2017				
13	Ζ.	The settlement date i	is extended until 3	April 7, 2017				
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37	All other te	rms and conditions of the Agree	ment of Sale remain uncha	nged and in full force and effect.				
38								
39	WITNESS		BUYER		DATE			
40			Saa	lim A Rashiyd				
41	WITNESS	1. A						
42	WIINESS		BUYER		DATE			
43 44								
44 45	WITNESS	110000						
46	WILLINDOD	10000	BUYER		DATE			
47								
48	WITNESS	111110 (J.V.).	SELLED	and - you	Yo. 4 (1911)			
49			Jay	Sandford	DATE			
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51	WITNESS.		SELLER		ከለጥፑ			
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	Pennsy	Ivania Association of REALTORS"			6/01			
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Phon	e: (215) 885-810	S - Jenkintown, 93 Old York Road, Suit 00 Fax: (215) 885-3834	te 6 Jenkintown, PA 19046 Leroy Hammond		Jay Sandford			
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