

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

TSC BAYVIEW DRIVE , LLC * Case No. 18-19487

Debtor * Chapter 11

* * * * *

TSC/BAYVIEW DRIVE , LLC *

Movant *

v. *

BANK OF GLEN BURNIE *

and

ANNE ARUNDEL COUNTY, MARYLAND*

Respondents *

* * * * *

MOTION FOR AUTHORITY TO SELL REAL PROPERTY
KNOWN AS 4913 BAYVIEW DRIVE SHADY SIDE, MD
FREE AND CLEAR OF LIENS

COMES NOW the Debtor, TSC/BAYVIEW DRIVE, LLC by David W. Cohen and the Law Office of David W. Cohen, its attorney, and prays this Court issue an Order authorizing the Debtor to sell certain real property free and clear of liens and for cause says:

1. That this action was filed as a voluntary petition under Chapter 11 of the United States Bankruptcy Code on or about July 18, 2018.
2. The Debtor has been appointed Debtor in Possession and is acting in that capacity.
3. The Debtor owns a single parcel of Real Estate in Anne Arundel County, known as 4913 Bayview Drive, which property is held for development and sale.
4. The said property is valued in the Tax records of Baltimore County at \$372,000.00, and was valued by the Debtor in its Schedules at \$360,000.00.00
5. The said property is subject to a lien in favor of the Respondent Bank of Glen Burnie (“BGB”) as well as potential tax and other claims in favor of Anne Arundel County, Maryland.

6. BGB has have filed a proof of claim herein in respect to the Debtor. BGB asserts a lien claim in the amount of Two Hundred Eighty Thousand Twenty-nine Dollars and Fifty-eight cents (\$280,029.58). Anne Arundel County has not filed a claim. BGB's claim is subject to additional charges, interest and fees.

7. The Debtor is simultanelously filing a Motion requesting authority to employ Deanna Miller and Long & Foster Real Estate, Inc. for the purpose of marketing the the Subject Property.

8. The Debtor proposes to enter into a contract with Erick Schiffer and Yvonne Schiffer ("Purchaser"), with whom the Debtor has no prior relationship, as detailed in the attached proposed agreement (Exhibit "A"). The agreement provides that Purchaser pay the sum of Three Hundred Fifty-five Thousand Dollars (\$355,000.00) subject to contingencies for financing, and inspection and with no other conditions. The Contract is subject to Court Approval by operation of the Bankruptcy Code.

9. The debtor proposes to pay real estate commissions to Deanna Miller and Long & Foster Real Estate, Inc. in the amount of Five percent, pursuant to the terms of the prior Order. The purchaser shall pay any transfer tax.

10. The Debtor proposes to pay the net proceeds of settlement to secured creditors at settlement, and to retain any surplus for use in its reorganization.

11. BGB has advised the Debtor that its consents to the sale.

12. The Debtor is permitted to sell the Subject Property pursuant to 11 USC §363(f).

13. The Debtor believes that the sale of the said property is in the best interest of the Estate. Notice is provided to all parties in interest, including the U.S. Trustee, all creditors of the Debtor and all parties having any interest in the Subject Property, as reflected in the certificate of service accompanying the said Notice.

WHEREFORE, the Debtor prays this Court:

A. Enter an Order authorizing the Debtor to sell the above property free and clear liens to Erick Schiffer and Yvonne Schiffer (or to his assignee)n, under the terms and conditions described in the Proposed Contract of Sale,

B. Authorize the Debtor to pay real estate commissions and other closing costs, including outstanding Property Tax claims as described herein, including payment of Deanna Miller and Long & Foster Real Estate, Inc.;

C. Authorize the Debtor to pay Anne Arundel County and Bank of Glen Burnie from proceeds;

D. And for such other and further relief as justice and the nature of this cause may require.

S/ David W. Cohen
David W. Cohen
Suite 350 Blaustein Building
1 North Charles Street
Baltimore, MD 21201
(410) 837-6340
dwcohen79@jhu.edu
Bar No. 03448
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _25 day of October 2018 a copy of the foregoing, together with referenced exhibits, was delivered by CM/ECF or mailed, postage prepaid, to Gerard Vettter, US Trustee USTPRegion04.BA.ECF@USDOJ.GOV ; Jeanne Crouse, Esq., jeanne.m.crouse@usdoj.gov ; Kristen Perry, kperry@howardcounty.gov , Counsel for Howard County Maryland; Bob Van Galoubandi bgaloubandi@gmail.com, counsel for Bank of Glen Burnie and by United States Mail to Brian Schenck, Financial Operations Supervisor, Anne Arundel County, PO Box 2700, MS 103, Annapolis, MD 21404

S/ David W. Cohen
David W. Cohen



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

1. DATE OF OFFER: 10/07/2018

2. SELLER: TSC Bayview Drive LLC

3. BUYER: Erik G. Shiffer and Yvonne Shiffer

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 4913 Bay View Drive located in Shady Side City/County, Maryland, Zip Code 20764, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The Property is being conveyed: ☒ in fee simple or ☐ subject to an annual ground rent, now existing, in the amount of _____ Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.

6. PURCHASE PRICE: The purchase price is Three Hundred Fifty Five Thousand Dollars (\$ 355,000.00).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

- (a) An initial Deposit by way of Check _____ in the amount of 2000.00 Dollars (\$ _____) at the time of this offer.
(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid _____

- (c) All Deposits will be held in escrow by: Re/Max One
(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)
(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.
(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One)

- ☒ A non-interest bearing account;
☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

SETTLEMENT: Date of Settlement xxxxxxx or sooner if agreed to in writing by the parties.

FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- ☐ Conventional Financing Addendum ☐ USDA Financing Addendum ☐ Owner Financing Contingency
☒ FHA Financing Addendum ☐ Assumption Addendum ☐ No Financing Contingency
☐ VA Financing Addendum ☐ Gift of Funds Contingency Addendum ☐ OTHER: _____

all dates for inspection and financing contingencies will begin upon removal of Third Party approval contingency. Settlement will be 30 days after removal of Third party contingency or sooner



Buyer

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10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within Five (5) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within Twenty Eight (28) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

11. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the Financing paragraph, the Financing Application and Commitment paragraph, and the Buyer Responsibility paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

12. HOME AND/OR ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached ☒ Inspection(s) Declined ☐ Buyer ☐ Buyer

13. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

INCLUDED

- ☐ Alarm System
☐ Built-in Microwave
☐ Ceiling Fan(s) # _____
☐ Central Vacuum
☐ Clothes Dryer
☐ Clothes Washer
☒ Cooktop
☒ Dishwasher
☐ Drapery/Curtain Rods
☐ Draperies/Curtains
☐ Electronic Air Filter
☐ Exhaust Fan(s) # _____
☒ Exist. W/W Carpet

INCLUDED

- ☐ Fireplace Screen Doors
☐ Freezer
☐ Furnace Humidifier
☒ Garage Opener(s) #2 _____
w/remote(s) #2 _____
☐ Garbage Disposer
☐ Hot Tub, Equipment & Cover
☐ Intercom
☐ Playground Equipment
☐ Pool, Equipment & Cover
☒ Refrigerator(s) #1 _____
☐ w/ice maker
☐ Satellite Dish

INCLUDED

- ☐ Screens
☐ Shades/Blinds
☐ Storage Shed(s) # _____
☐ Storm Doors
☐ Storm Windows
☒ Stove or Range
☐ T.V. Antenna
☐ Trash Compactor
☐ Wall Oven(s) # _____
☐ Water Filter
☐ Water Softener
☐ Window A/C Unit(s) # _____
☐ Window Fan(s) # _____

INCLUDED

- ☐ Wood Stove

ADDITIONAL INCLUSIONS (SPECIFY): Seller to provide garage door openers and remote controls (2)

ADDITIONAL EXCLUSIONS (SPECIFY):

14. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial. The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by Seller.

15. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of

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Seller ☒ ☐

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Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by Seller

16. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.

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B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.

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C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.

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17. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. If a Seller subject to this law fails to comply:

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 17.

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18. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> As Is | <input checked="" type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Back-Up Contract Addendum | <input checked="" type="checkbox"/> Notice & Disclosure of Deferred Water & Sewer Charges |
| <input type="checkbox"/> Cash Appraisal Contingency | <input type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Condominium Resale Notice | <input checked="" type="checkbox"/> Property Inspections |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> Disclosure of Leased Items Addendum | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate |
| <input type="checkbox"/> Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | <input checked="" type="checkbox"/> Seller Contribution |
| <input checked="" type="checkbox"/> First-Time Maryland Home Buyer Transfer & Recordation Tax | <input type="checkbox"/> Seller's Purchase of Another Property |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> Kickout | <input checked="" type="checkbox"/> Third Party Approval |
| <input checked="" type="checkbox"/> Local City/County Certifications/Registrations | <input checked="" type="checkbox"/> Water Quality |
| <input type="checkbox"/> Local City/County Notices/Disclosure | |
| <input type="checkbox"/> Maryland Lead Poisoning Prevention Program Disclosure | |

☐ Other Addenda/Special Conditions:

19. WOOD DESTROYING INSECT INSPECTION: Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

20. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

21. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is

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located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

22. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

23. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

24. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

25. TRANSFER CHARGES:

A. IN GENERAL. Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

B. FIRST-TIME BUYER. Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.



RECORDATION AND LOCAL TRANSFER TAX. If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

STATE TRANSFER TAX: Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

26. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

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Page 5 of 11 10/18

Seller  

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27. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

28. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

29. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

30. HOMEOWNER'S ASSOCIATION: The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

31. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

32. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

33. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

34. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

Buyer  
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Page 6 of 11 10/18

Seller  

35. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

36. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 11 of this Contract; (b) the two (2) named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

37. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

38. PROPERTY OWNER'S TITLE INSURANCE: Buyer, at Buyer's expense, may purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer.

39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

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40. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

41. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

42. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net/home.html>.

43. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

44. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

45. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

46. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

47. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

48. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain

Buyer  
9/27/18 EDT dotloop verified 9/28/18 EDT dotloop verified

Page 8 of 11 10/18

Seller  

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other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

49. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

50. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

51. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

52. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

53. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

54. NOTICE TO THE PARTIES:

(A) NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);

(4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;

(5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

Buyer  
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Page 9 of 11 10/18

Seller  

(6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

(B) NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

(D) PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

55. PROPERTY TAX NOTICE - 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

56. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

57. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

58. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

59. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

60. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal, or delivers a digital image of the executed document by electronic transmittal.

Erik G. Shiffer
 Buyer's Signature
 Date

dotloop verified
 10/12/18 9:27PM EDT
 CCNZ-G7SA-VHTQ-PNJZ

L. Ben J. Mobern
 Seller's Signature
 Date 10/18/18

Yvonne Shiffer
 Buyer's Signature
 Date

dotloop verified
 10/13/18 7:20AM EDT
 HZCM-NJLO-EP2-VJRV

Seller's Signature
 Date

DATE OF CONTRACT ACCEPTANCE: _____

☒ Check if First-Time Maryland Homebuyer

Contact Information:

BUYER / NAME(S): Erik G. Shiffer

MAILING ADDRESS:

SELLER / NAME(S): TSC Bayview Drive LLC

MAILING ADDRESS:

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: Long & Foster Real Estate, Inc.

BROKER OF RECORD NAME: J. Nicholas D'Ambrosia

LICENSE NUMBER: 38712

SALES ASSOCIATE NAME: Deanna Miller

LICENSE NUMBER: 527281

OFFICE ADDRESS: 568 A Ritchie Highway Severna Park MD 21146

OFFICE PHONE: 410-544-4000

BROKER/SALES ASSOCIATE MLS ID: 66405

SALES ASSOCIATE PHONE: 443-995-2297

SALES ASSOCIATE E-MAIL: deedee@LNF.com

ACTING AS: ☒ LISTING BROKER AND SELLER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: RE/MAX One

BROKER OF RECORD NAME: Mark Davis

LICENSE NUMBER: 643241

SALES ASSOCIATE NAME: Linda Pelton

LICENSE NUMBER: 650379

OFFICE ADDRESS: 172 West Street Annapolis MD 21401

OFFICE PHONE: 410-224-4400

BROKER/SALES ASSOCIATE MLS ID:

SALES ASSOCIATE PHONE: 301-672-8000

SALES ASSOCIATE E-MAIL: lindapelton@remax.net

ACTING AS: ☐ SELLER AGENT; OR
☐ SUBAGENT; OR
☒ BUYER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT



for Property known as 4913 Bay View dr, Shady Side, MD 20764

In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (example: origination/discount points, transfer/recording tax, lender fees), Seller shall credit Buyer at the time of settlement with the sum of \$17,500.00 OR % of Purchase Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

Seller Signature Date



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THIRD PARTY APPROVAL ADDENDUM

NOT FOR USE IN SHORT SALE TRANSACTIONS WHEN MARYLAND REALTORS® SHORT SALE ADDENDUM IS USED

ADDENDUM dated 10/07/2018 to the Contract of Sale
between Buyer Erik G. Shiffer and Yvonne Shiffer
and Seller TSC Bayview Drive LLC
for Property known as 4913 Bay View dr, Shady Side, MD 20764

The Contract, including all addenda thereto, is contingent upon approval by
Bankruptcy Trustee/Court (the "Third Party"). A Notice of approval is not required.
A Notice of disapproval is required.

Check one:

☐ Buyer is responsible for delivering written notice of disapproval, if any, to Seller.

☒ Seller is responsible for delivering written notice of disapproval, if any, to Buyer

[Signature]

[Signature]
10/22/18
dotloop verified

[Signature]
10/23/18
dotloop verified

If the Contract is not approved by the Third Party, written notice of disapproval of the Contract must
be delivered as indicated above within Twenty ~~Forty Five~~ (xxxxxx) 45 days from the Date of
Contract Acceptance. In the event written notice of disapproval is timely delivered, the Contract,
without further notice, shall be null and void and of no further legal force and effect and all deposits
shall be disbursed in accordance with the Deposit paragraph of the Contract. If written notice of
disapproval is not timely delivered, this Addendum, without further notice, shall be null and void,
and the Contract shall remain in full force and effect.

Erik G. Shiffer
dotloop verified
10/08/18 11:17PM EDT
HWQA-EGTP-VAR-VAPL
Buyer's Signature Date

[Signature]
Seller's Signature Date

Yvonne Shiffer
dotloop verified
10/09/18 1:45PM EDT
NYE-MEGQ-IYPC-T3KL
Buyer's Signature Date

Seller's Signature Date



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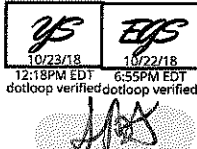
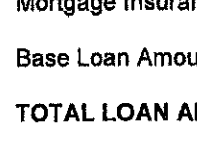
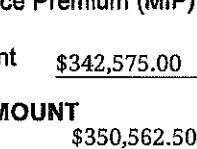
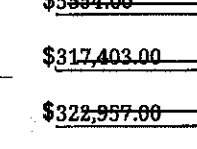
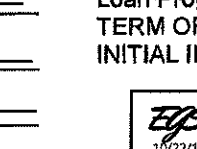

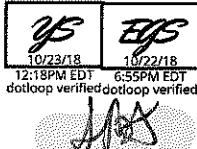
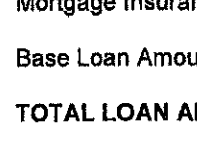
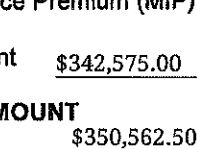
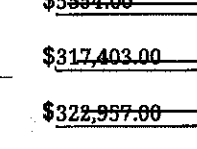
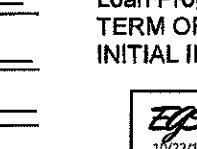

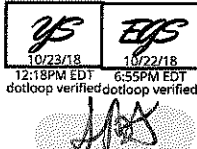
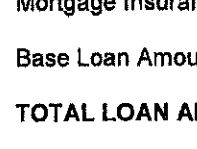
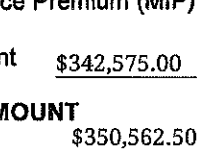
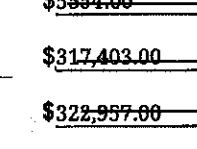
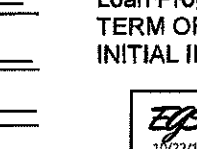

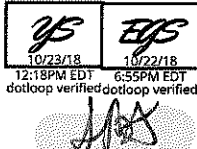
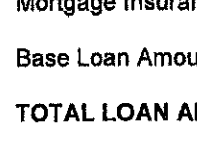
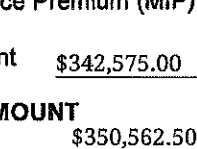
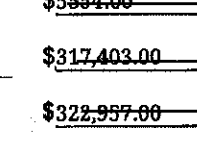
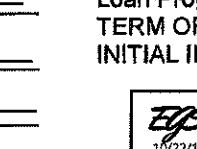

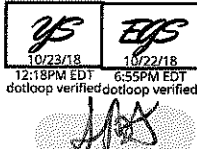
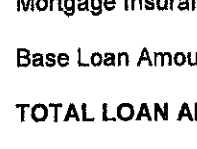
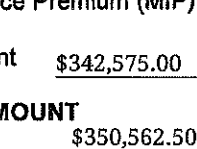
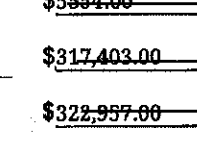
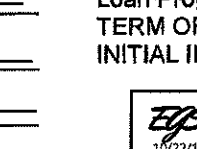

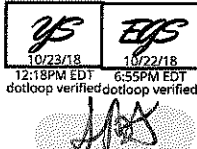
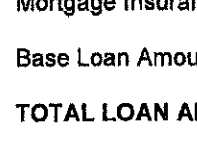
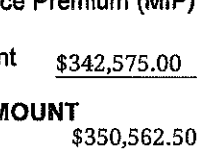
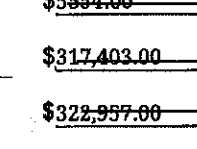
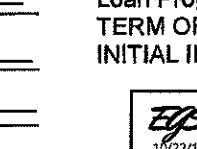

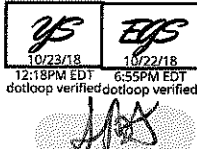
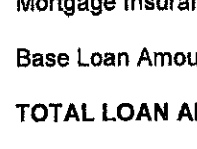
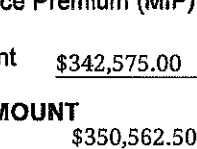
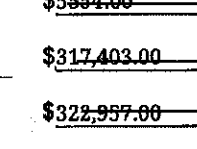
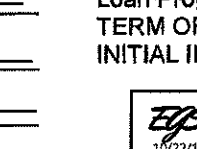

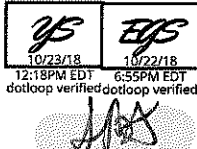
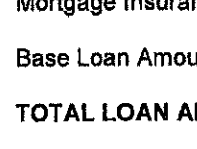
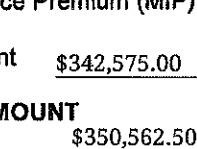
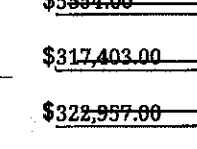
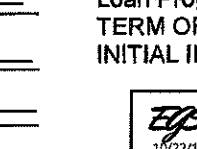

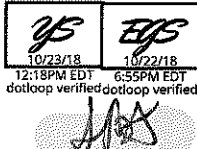
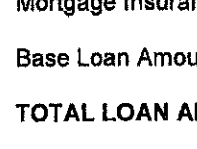
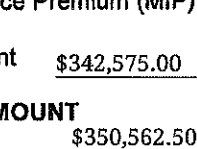
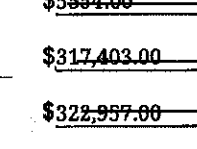
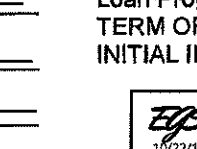

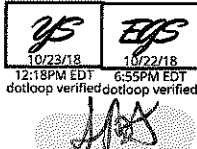
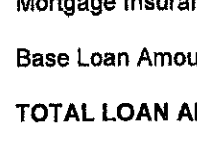
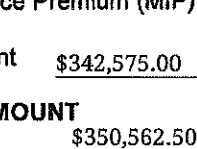
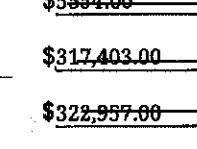
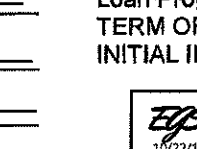

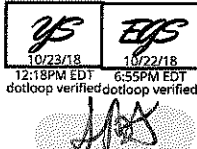
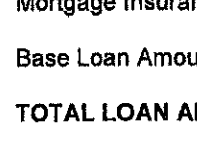
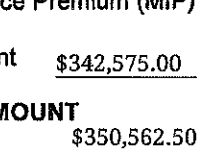
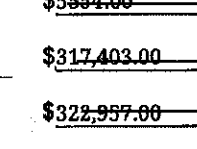
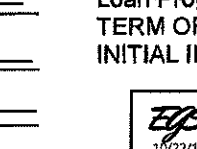

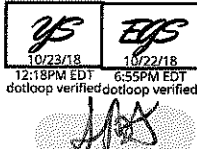
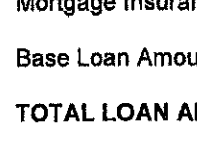
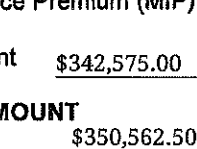
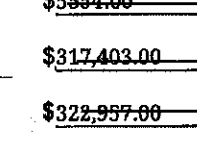
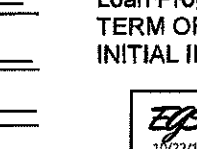

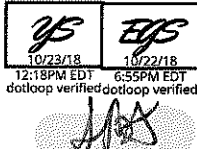
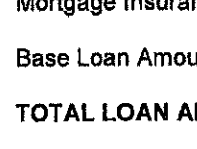
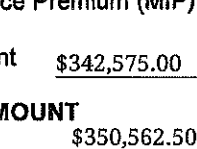
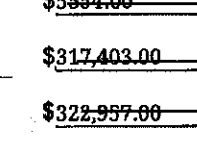
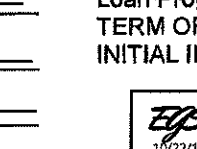

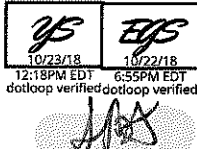
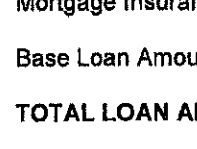
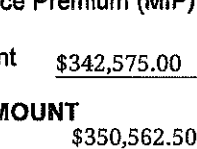
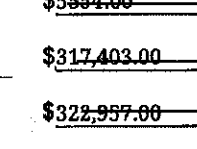
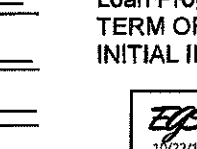

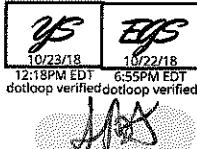
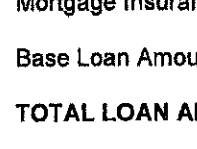
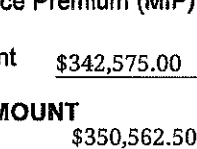
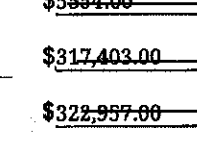
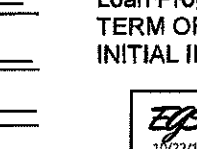

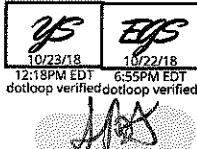
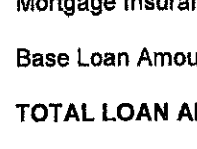
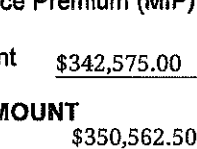
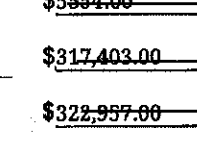
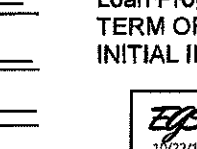

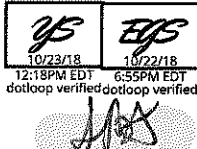
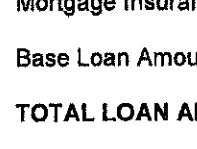
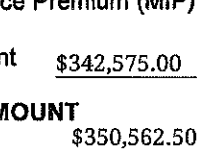
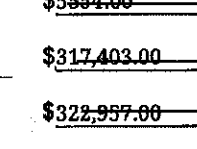
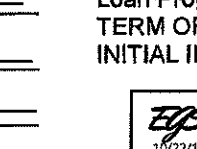

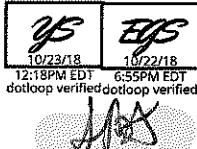
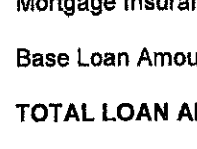
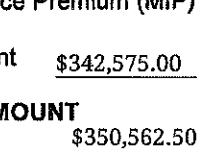
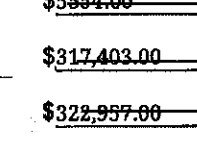
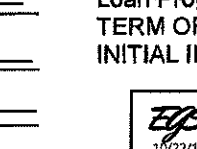

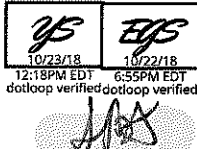
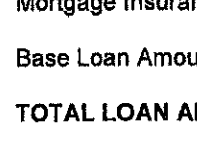
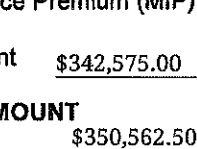
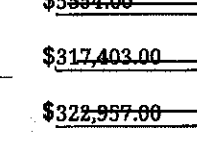
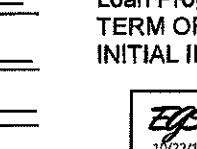

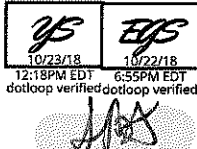
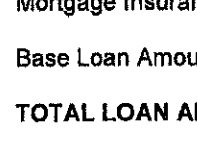
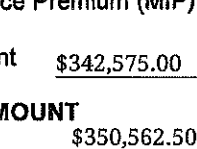
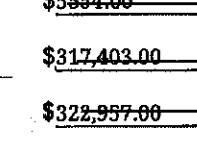
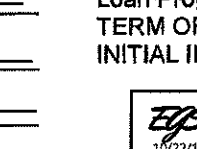

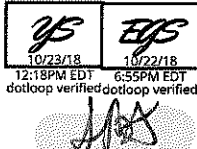
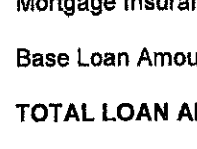
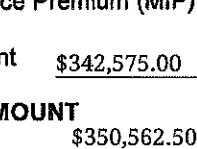
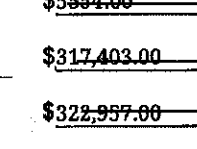
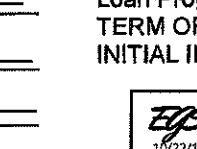

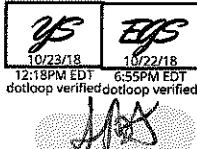
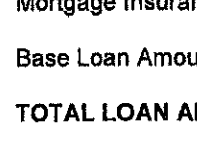
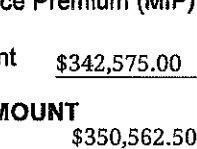
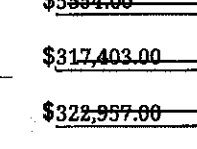
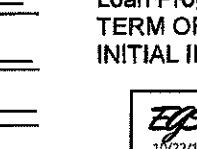

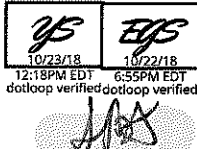
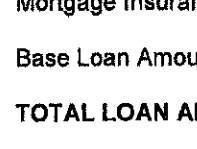
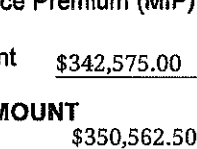
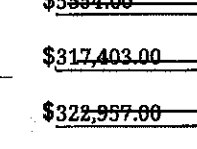
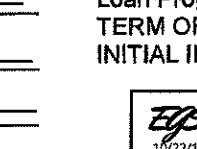

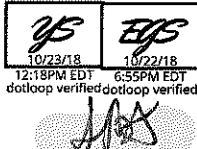
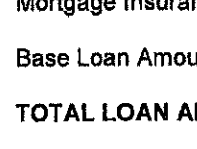
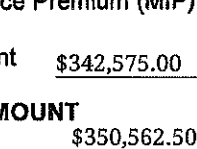
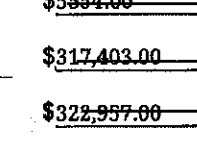
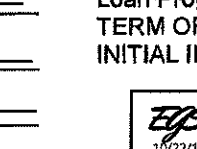

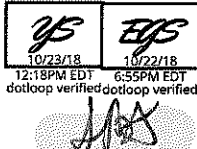
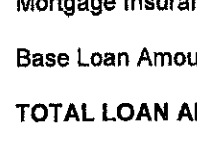
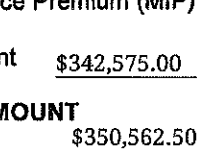
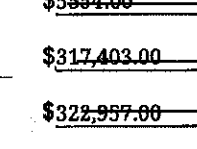
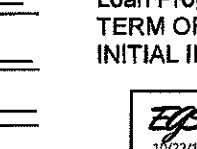

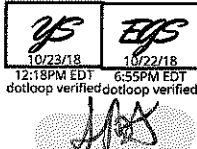
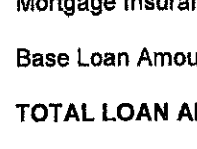
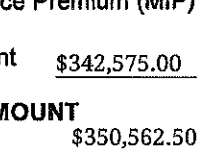
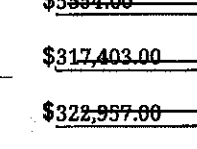
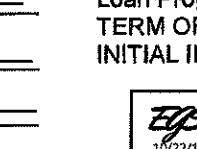

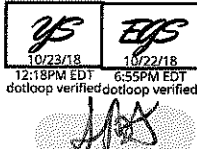
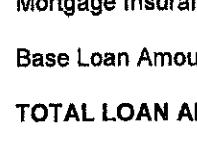
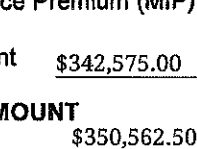
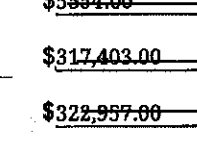
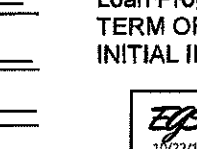

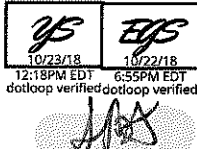
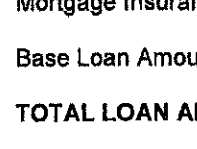
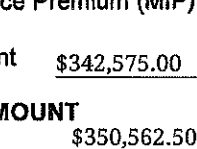
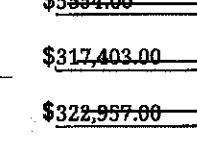
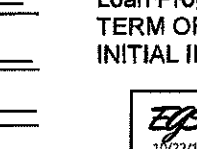

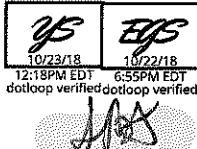
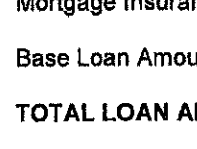
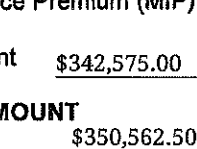
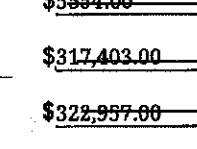
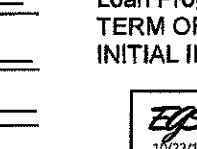

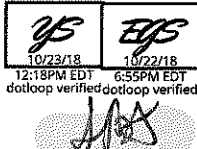
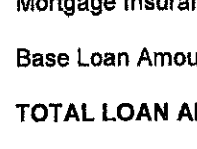
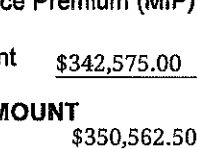
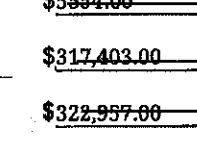
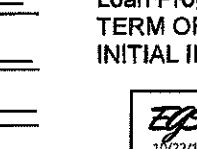

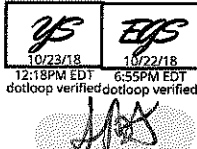
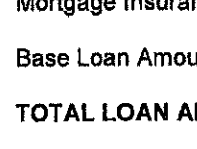
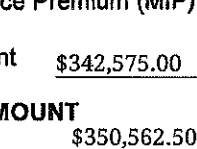
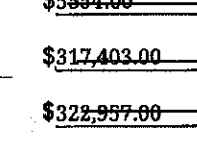
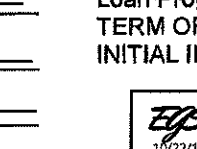

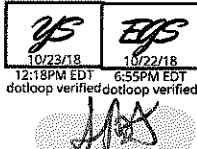
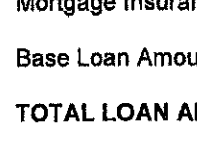
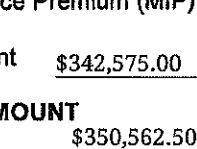
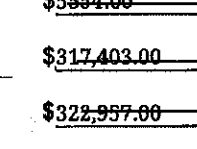
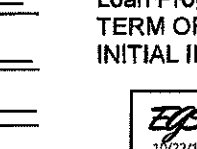

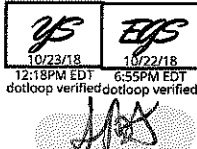
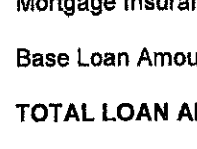
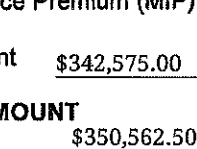
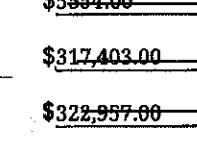
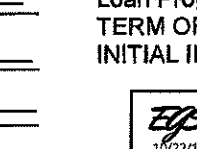

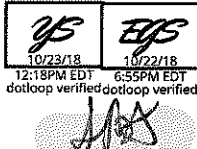
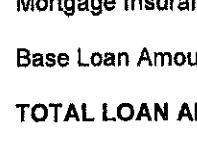
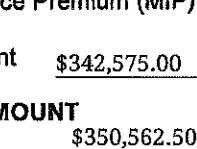
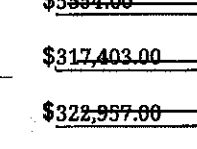
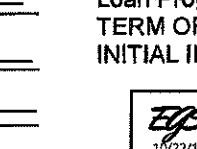

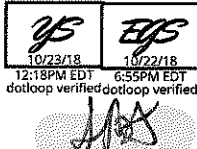
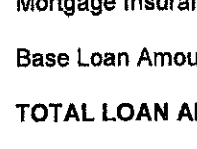
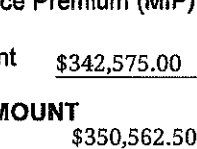
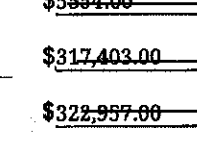
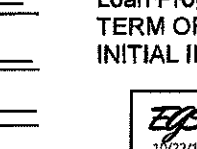

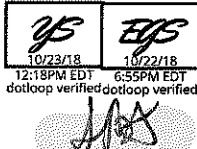
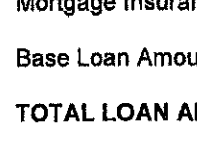
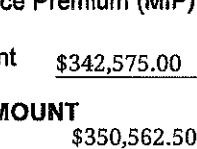
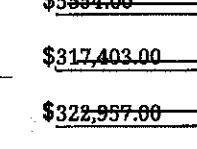
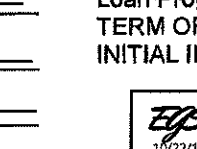

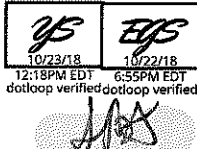
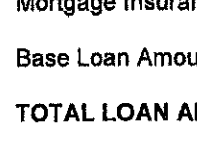
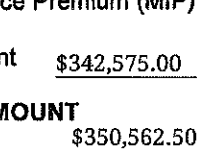
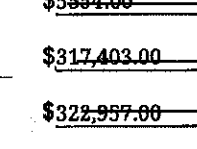
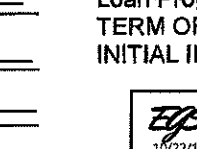

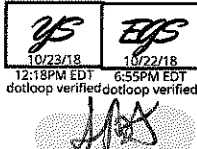
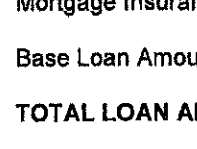
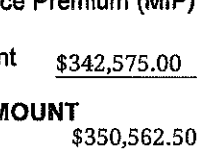
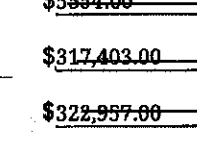
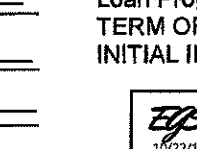

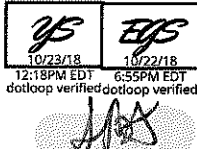
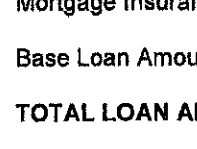
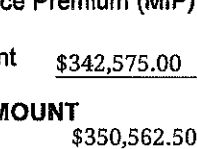
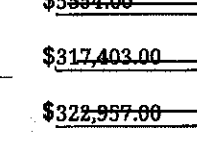
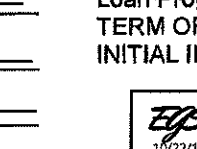

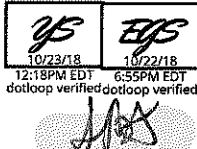
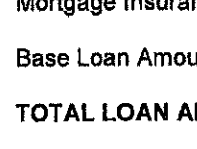
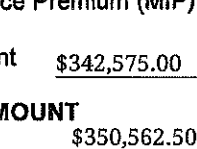
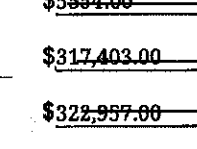
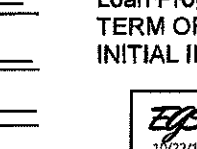

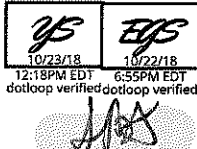
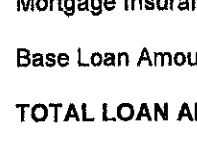
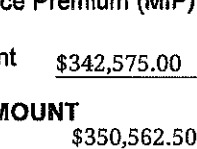
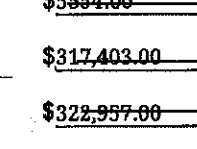
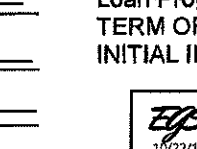

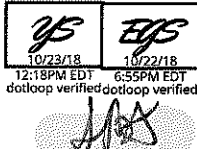
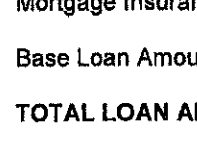
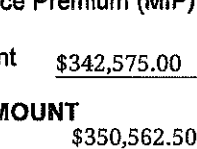
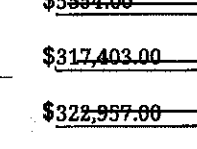
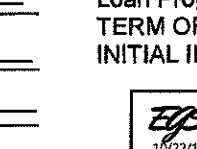

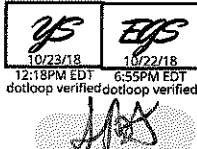
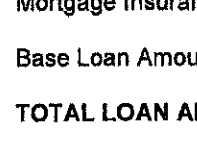
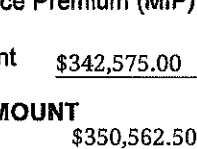
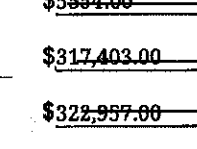
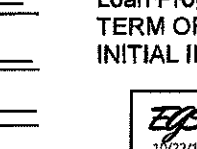

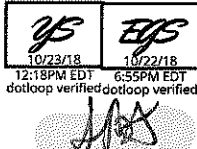
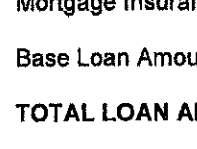
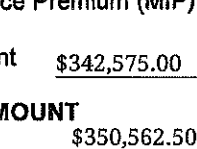
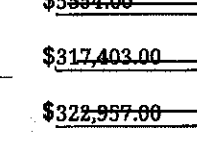
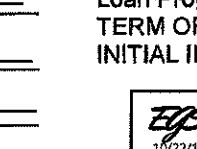

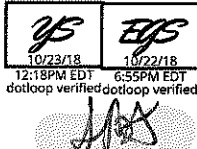
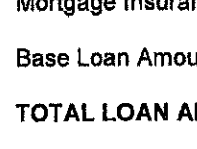
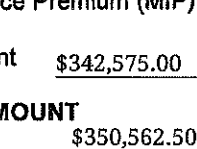
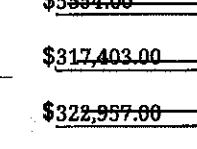
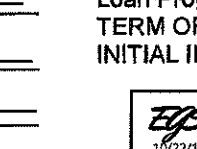

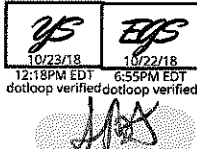
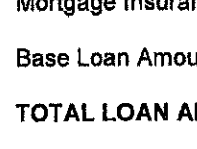
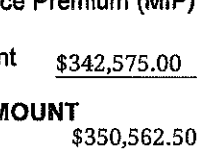
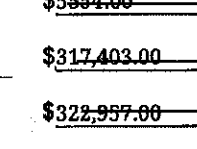
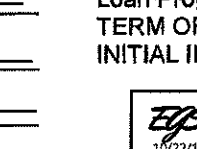

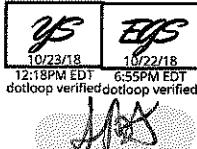
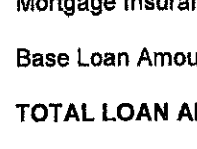
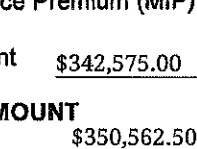
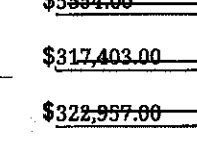
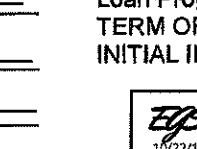

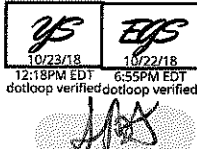
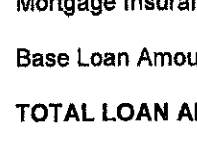
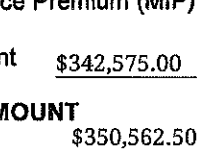
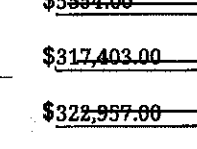
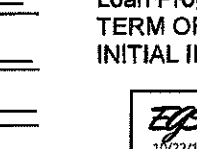

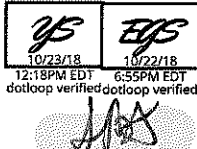
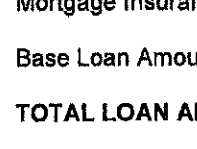
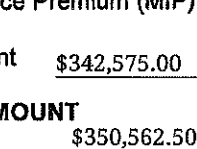
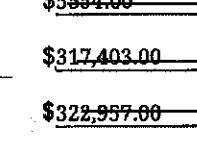
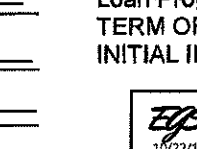

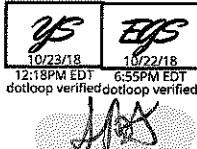
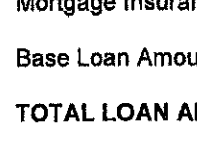
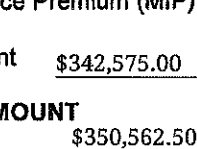
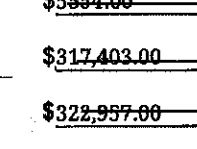
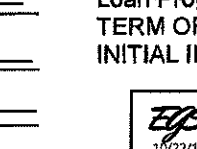

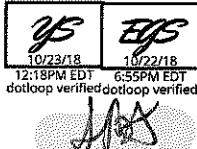
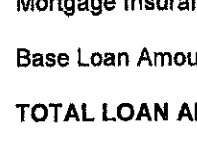
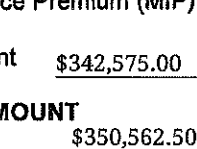
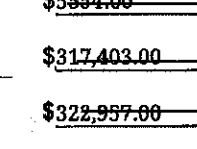
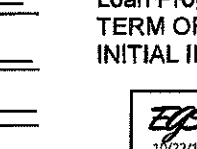

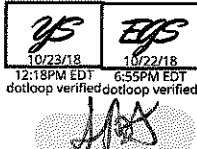
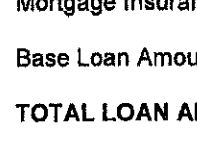
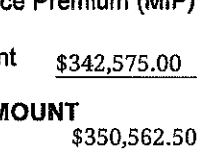
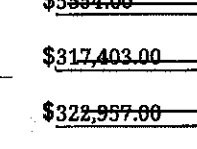
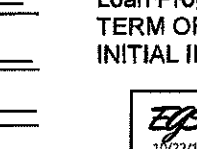

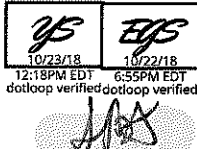
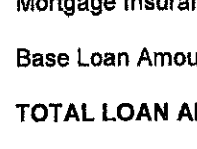
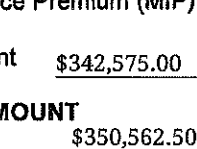
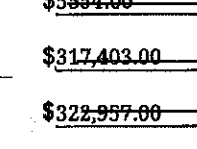
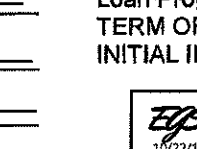



FHA FINANCING ADDENDUM

ADDENDUM # _____ dated 10/07/2018 to Contract of Sale
between Buyer Erik G. Shiffer and Yvonne Shiffer
and Seller TSC Bayview Drive LLC
for Property known as 4913 Bay View dr, Shady Side, MD 20764

The Contract is contingent upon Buyer obtaining a mortgage insured by the Federal Housing Administration (FHA) and secured by the Property as follows:

1. LOAN DETAILS:

dotloop signature verification: digitalPape 2C0xg8D

FHA Financing Addendum

7. LENDER REQUIRED REPAIRS: In the event the FHA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$750.00 ("Repair Amount"). This cost shall be in addition to Seller's other obligations under the terms of the Contract. Should the cost of Required Repairs exceed the Repair Amount:

- A. Seller may elect to pay the total cost of the Required Repairs, in which event the Contract shall remain in full force and effect.
- B. Seller may terminate the Contract by written notice to Buyer, which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate(s).
- C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the difference between the cost of the Required Repairs and the Repair Amount listed above.
- D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract.

8. CERTIFICATION: Seller, Buyer and Broker(s) hereby certify that the terms of the Contract to which this Addendum is attached are true to the best of their knowledge and belief. Any other agreement(s) entered into between the parties with respect to the purchase and sale of the Property has been fully disclosed and is attached to the Contract.

9. FHA REQUIRED NOTICE: Buyer acknowledges receipt of HUD form #92564-CN entitled: *For Your Protection: Get A Home Inspection.*

dotloop verified
11:17PM EDT
dotloop verified
11:17PM EDT
dotloop verified
11:17PM EDT
dotloop verified
11:17PM EDT
Buyer's Initials

All other terms and conditions of the Contract of Sale remain in full force and effect.

Erik G. Skiffer
dotloop verified
10/08/18 11:17PM EDT
PMOY-1HH9-R004-R5TG
Buyer Signature Date

Gianne Skiffer
dotloop verified
10/09/18 1:45PM EDT
RBQA-E7B5-DT25-LRE
Buyer Signature Date

A. Bruce Miller, M.D. 10/18/18
Seller Signature Date

Seller Signature Date

The real estate agent(s)/broker(s) hereby certify as to Paragraph 8

Dee Dee Miller 10/18/2018
Listing Agent or Listing Broker Date

Buyer Agent or Buyer Broker Date

Linda Peltier
dotloop verified
10/08/18 7:30PM EDT
AZOU-00XR-HYH-RHBT
Cooperating Agent or Cooperating Broker Date

FHA/VA Amendatory Clause and Certifications

Check one:

☒ **FHA Amendatory Clause**

VA Amendatory Clause

This agreement is entered into by TSC Bayview Dr. LLC (Seller)
and by Erik G. Shiffer and Yvonne Shiffer

(Buyer)

and is intended to amend and supplement that Contract entitled _____ (Contract) entered into on the 7th day of October 2018 herein consideration is stated as \$ 355000.00 (Purchase Price), for that property commonly known as:

4913 Bay View Dr, Shady Side, MD 2076 (Property Address)
and which is more fully described in the Contract.

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser 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 has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the LAPP underwriter setting forth the appraised value of the property (excluding closing costs) of not less than \$ 355000.00. The purchaser shall have the privilege and option of proceeding with the 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/Department of Veterans Affairs will insure/guarantee. HUD/Department of Veterans Affairs and the mortgagee does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.**

☐ **FHA Direct Endorsement/VA Automatic Underwriting**

The subject loan may be processed under FHA Direct Endorsement Underwriting or VA Automatic Underwriting. In the event such underwriting is utilized the Seller herein acknowledges that an underwriting fee may be charged to the Seller by the respective lender, in which event the Seller herein agrees to pay said underwriting fee.

☐ Certification of Borrower, Seller, Agent

We, the undersigned seller(s), borrower(s) and real estate agent(s)/broker(s) involved in this loan transaction do certify that the terms of the sales contract are true to the best of our knowledge and belief. All agreements entered into by any of the following parties are fully disclosed and attached to the sales contract.

<i>Erik G. Shiffer</i>	dotloop verified 10/12/18 9:31 PM EDT VWVM-GKT2-MQ17-W0HJ
Borrower	Date

<i>Yvonne Shiffer</i>	dotloop verified 10/13/18 7:23AM EDT W55F-LJIP-OKQB-2KTI
Borrower	Date




Seller A. Ben Mc Date _____

Real Estate Agent/Broker _____ Date _____

<i>Erik G. Shiffer</i>	dotloop verified 10/12/18 9:31PM EDT MSMZ-60TE-FHGR-DV7A
Borrower	Date

<i>Erik G. Skiffer</i>	dotloop verified 10/12/18 9:31PM EDT KVOP-XXY0-YBOI-SLEJ
Borrower	Date

Seller		Date

Real Estate Agent/Broker
 Date _____

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. This form is required by HUD Handbook 4155.1 Rev-4 paragraph 1-22 for Sales Agreements intended to be financed by an FHA-Insured Mortgage and by VA Lender's Handbook Section 36.4303(j) for Sales Agreements intended to be financed by a VA-guaranteed Mortgage.

dotloop signature verification: dtp.us/V5MR-PR3d-xFOV



Anne Arundel County Association of REALTORS®



ADDENDUM/AMENDMENT

ADDENDUM/AMENDMENT # _____ dated 10/07/2018 to Contract of Sale dated 10/07/2018 between
Buyer(s): Erik G. Shiffer and Yvonne Shiffer
and Seller(s): TSC BayView Dr. LLC
for Property known as: 4913 Bay View dr, Shady Side, MD 20764

~~Seller to provide buyer with a 10 Year Builder New Home Warranty and will provide buyers with copy of warranty for review within 10 days of contract acceptance~~

Seller warrants property in accordance with state guidelines.



10/22/18
6:55PM EDT
dotloop verified


10/23/18
12:18PM EDT
dotloop verified



All other terms and conditions of the Contract of Sale remain in full force and effect.

	dotloop verified 10/09/18 11:17PM EDT 6BW6-RVBX-GAGL-AHUT
Buyer	Date
	dotloop verified 10/09/18 1:45PM EDT CBBF-PZ8L-DCGW-WGYK
Buyer	Date

	
Seller	Date
Seller	Date

This form is the property of Anne Arundel County Association of REALTORS®, Inc. and may be used only by Association members.



PROPERTY INSPECTIONS ADDENDUM

ADDENDUM dated 10/07/2018 to Contract of Sale

between Buyer Erik G. Shiffer and Yvonne Shiffer

and Seller TSC Bayview Dr LLC

for Property known as 4913 Bay View dr, Shady Side, MD 20764

The following provisions are included in and supersede any conflicting language in the Contract.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

1. SCOPE AND LIMITATIONS OF INSPECTIONS: The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

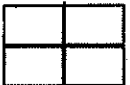
2. ITEMS TO BE INSPECTED:



A. Structural and Mechanical: Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Ten (10) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted:




B. Mold: Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within Ten (10) days from the Date of Contract Acceptance.



C. Environmental: Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within () days from the Date of Contract Acceptance. Inspection(s) may include, but



Buyer 
10/08/18 10/09/18
11:17PM EDT 45PM EDT
dotloop verified

Seller 



are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted: _____



D. Radon: Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within Ten (10) days from the Date of Contract Acceptance.



E. Chimney Inspection: Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (____) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.



F. Lead-Based Paint Hazard Inspection: Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within _____ (____) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.



G. Additional Inspection(s): Buyer, at Buyer's expense, has the right to have the Property inspected for _____. Such inspection(s) shall be completed _____ and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (____) days from the Date of Contract Acceptance.

Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.

3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER: Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be

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present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

4. INSPECTION REPORT PROCESS: The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

A. Waiver of Buyer's Right to Terminate Contract

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action and/or credit is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

B. Buyer's General Right to Terminate Contract

NOTICE: THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by Seller to Buyer for acceptance by Buyer. If Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of Buyer.

Buyer, upon written notice to Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: ☐ / ☐

Seller: ☐ / ☐

C. Buyer's Specific Right to Terminate Contract

NOTICE: This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer, or offer a credit. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in

Buyer ☒ ☒
10/24/18 10:52/18
11:17PM EDT 145PM EDT
dotloop verified

Seller ☒ ☐

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accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

If Seller offers Buyer a credit, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's offer, may elect either to terminate the Contract or accept the credit. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer accepts the credit, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or accept the credit, the Contract shall remain in full force and effect; and Seller shall credit Buyer the amount Seller offered at settlement, subject to lender approval. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

5. REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

6. DAMAGE TO PROPERTY: If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, except for damage caused by Seller's negligence, Buyer shall promptly reimburse Seller for all costs incurred in correcting such damage.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Eric G. Shiffer
 Buyer Signature Date

dotloop verified
 10/19/18 11:17PM EDT
 BRAV-SALC-HY2-EPTF

A. Brando
 Seller Signature Date

Gianine Shiffer
 Buyer Signature Date

dotloop verified
 10/19/18 12:57PM EDT
 Y7CC-TSBC-B4W1-JULF

Seller Signature Date

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**WATER QUALITY ADDENDUM****NOT FOR USE IN BALTIMORE COUNTY**

ADDENDUM dated 10/07/2018 to Contract of Sale
 between Buyer Erik G. Shiffer and Yvonne Shiffer
 and Seller TSC Bayview Drive LLC
 for Property known as 4913 Bay View dr, Shady Side, MD 20764

1. NOTICE: There are several types of water tests available. Buyer and Seller acknowledge that lender(s) may require one (1) or more water quality test(s) for public and private (wells) water supply systems. The test(s) may include:

- A. Bacterial (may be required by Conventional, VA & FHA lenders)
- B. Chemical (may be required by VA & FHA lenders)
- C. Lead (may be required by VA & FHA lenders)
- D. Radium

2. AGREEMENT OF THE PARTIES:

- A. Buyer and Seller agree the test(s) to be performed are Bacterial, Chemical, Lead, Radium and/or other as follows: _____
- B. The test(s) shall be ordered and paid for by Buyer.
- C. The tests as provided under this paragraph shall be conducted regardless of whether this Contract is subject to a financing contingency and regardless of whether a lender selected by Buyer waives or does not require one (1) or more of the water quality tests.

3. ADDITIONAL PROVISIONS: The water quality test(s) shall be performed by a qualified private laboratory within Ten (10) days from the Date of Contract Acceptance. If test result(s) is/are not satisfactory to Buyer, Buyer shall notify Seller in writing, within five (5) days following Buyer's receipt of test(s) result(s) and shall provide to Seller a copy of any written test(s) result(s). Seller, upon written notice from Buyer, shall correct any contamination prior to settlement, at Seller's expense, provided the cost of correction does not exceed Nine Hundred Fifty Dollars (\$950.00).

If the estimated cost of correction exceeds the above amount, Seller, at Seller's option, upon written notice to Buyer, may declare the Contract null and void and of no further force and effect, unless Buyer agrees, in writing, to pay for the cost of correction exceeding the above amount, then the Contract shall remain in full force and effect. If such test result(s) reveal(s) contamination for which the cost of correction exceeds the above amount, Seller's decision regarding correction and/or cancellation, shall be communicated in writing to Buyer, with copy(ies) of contractor estimate(s) of correction, within five (5) days from receipt of the report, after which Buyer shall respond to Seller, in writing, with Buyer's decision within three (3) days from receipt of Seller's



Buyer  
 10/08/18 10/08/18
 11:17PM EDT 1:45PM EDT
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Page 1 of 2 10/17

Seller  



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Water Quality Addendum

notification of Seller's decision. If Seller does not notify Buyer, in writing, of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of correction exceeding the amount above. If Buyer does not agree to pay for the cost of correction exceeding the above amount, Buyer upon written notice to Seller, may declare the Contract null and void and of no further force and effect and, in such event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) Paragraph of the Contract.

If the Contract is terminated by either party, in accordance with this Addendum, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Erik G. Skiffer
 dotloop verified
 10/26/18 11:17PM
 EDT
 GNYR-WZTB-DJLJWJO

Buyer Signature

Date

Gynne Skiffer
 dotloop verified
 10/26/18 1:45PM EDT
 ESN-VQPR-RFLS-102A

Buyer Signature

Date

A. Ben May *Mark* 10/18/18

Seller Signature

Date

Seller Signature

Date



**FIRST-TIME MARYLAND HOMEBUYER
TRANSFER AND RECORDATION TAX ADDENDUM**

FOR USE IN TRANSACTIONS WHERE BUYER IS A FIRST-TIME MARYLAND HOMEBUYER AND TRANSFER AND RECORDATION TAXES WILL NOT BE SHARED EQUALLY BETWEEN BUYER AND SELLER

ADDENDUM dated 10/16/2018 _____ to Contract of Sale
between Buyer Erik G. Shiffer and Yvonne Shiffer
and Seller TSC Bayview Drive LLC
for Property known as 4913 Bay View dr, Shady Side, MD 20764

FOR USE ONLY WHEN AN INDIVIDUAL HAS NEVER OWNED RESIDENTIAL REAL PROPERTY IN THE STATE OF MARYLAND AND THE PARTIES INTEND TO PROVIDE FOR AN EXPRESS AGREEMENT ON TERMS DIFFERENT FROM THOSE CONTAINED IN PARAGRAPH 25 OF THE CONTRACT OF SALE. TO QUALIFY AS A FIRST-TIME MARYLAND HOMEBUYER, EACH BUYER MUST SIGN A STATEMENT UNDER OATH STATING THAT:

- (A) THE BUYER HAS NEVER OWNED RESIDENTIAL REAL PROPERTY IN MARYLAND THAT HAS BEEN THE INDIVIDUAL'S PRINCIPAL RESIDENCE; AND
(B.) THE RESIDENCE WILL BE OCCUPIED AS A PRINCIPAL RESIDENCE; OR
(C.) THE BUYER IS A CO-MAKER OR GUARANTOR OF A MORTGAGE OR DEED OF TRUST TO BE SECURED BY THE PROPERTY AND THE CO-MAKER OR GUARANTOR WILL NOT OCCUPY THE PROPERTY AS A PRINCIPAL RESIDENCE.

BUYER IS A FIRST-TIME MARYLAND HOMEBUYER WHO WILL OCCUPY THE IMPROVED, RESIDENTIAL REAL PROPERTY AS A PRINCIPAL RESIDENCE.

1. STATE TRANSFER TAX

- (A) SECTION 13-203(B) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT THE RATE OF THE STATE TRANSFER TAX IS REDUCED FROM 0.50% TO 0.25% OF THE CONSIDERATION PAYABLE FOR THE INSTRUMENT IN WRITING AND SHALL BE PAID ENTIRELY BY THE SELLER.
(B) SECTION 14-104(C)(2) OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT THE ENTIRE AMOUNT OF STATE TRANSFER TAX SHALL BE PAID BY THE SELLER.

2. RECORDATION TAX AND LOCAL TRANSFER TAX

SECTION 14-104(C)(1) OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT THE ENTIRE AMOUNT OF RECORDATION TAX AND LOCAL TRANSFER TAX SHALL BE PAID BY THE SELLER UNLESS THERE IS AN EXPRESS AGREEMENT BETWEEN THE PARTIES THAT THE RECORDATION TAX AND LOCAL TRANSFER TAX WILL NOT BE PAID ENTIRELY BY THE SELLER.

BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF RECORDATION TAX AND LOCAL TRANSFER TAX SHALL BE PAID AS FOLLOWS: **(BUYER AND SELLER TO INITIAL ONE)**



SELLER TO PAY
BUYER TO PAY
OTHER AS FOLLOWS:

All other terms and conditions of the Contract of Sale remain in full force and effect.

Erik G. Shiffer

Buyer Signature Date
dotloop verified
10/18/18 9:53AM EDT
08KL-YRSN-TLYW-XOVH

Yvonne Shiffer

Buyer Signature Date
dotloop verified
10/18/18 9:53AM EDT
AODW-WREK-LFZA-AYXP

E. Benjamin Murley

Seller Signature Date
10/18/18

Seller Signature Date



dotloop signature verification: dtdp.us/MHBRV GC9a KY9Z

ADDENDUM # _____

ACKNOWLEDGE OF RECEIPT OF CONSUMER INFORMATION PAMPHLET

On _____ [date], my home builder, _____
[builder's name], MHBR No. _____, provided me with a copy of the consumer
information pamphlet titled "Buying a New Home - Consumer Rights and Remedies under
Maryland Law" produced by the Consumer Protection Division of the Maryland Attorney
General's Office.

Erik G. Skiffer dotloop verified
10/08/18 11:17PM EDT
SGFP-10CQ-N8J4-NPVV

Consumer's Name(printed)

Consumer's Signature

Gyovanne Skiffer dotloop verified
10/09/18 1:45PM EDT
OUGW-VLZI-RHT6-985E

Consumer's Name(printed)

Consumer's Signature

ADDENDUM # _____

SELLER: TSC BAY VIEW DR LLC

BUYER: ERIK SHIFFER AND YVONNE SHIFFER

ADDRESS: 4913 BayView Drive, Shady Side, MD 20764

AGREEMENT OF SALE DATED: _____

MARYLAND FIRST TIME HOMEBUYER & TRANSFER AND RECORDATION TAXES

Pursuant to Section 14-104 of the Real Property Article, Annotated Code of Maryland, a Maryland First Time Homebuyer ("MFTHB") is defined as an individual who has never owned in this State residential real property that has been the individual's principal residence. If there is more than one Buyer, all must qualify unless the non-qualifying party is a parent, etc. who is required to take title and be an accommodation maker (co-maker) on a purchase money Mortgage or Deed of Trust made by the MFTHB; a non-qualifying party cannot occupy the property as a principal residence.



Buyer(s) warrant and represent to the Seller that (Initial One):

The Buyer(s) qualify as Maryland First Time Home Buyer(s).

The Buyer(s) do not qualify as Maryland First Time Home Buyer(s).

If the Buyer(s) qualify as Maryland First Time Home Buyer(s) as initialed above, the following terms and conditions are made as part of the Agreement of Sale:

1. The entire amount of the State Transfer Tax payable (.25%) will be paid by the Seller.
2. **The local transfer and recordation taxes imposed by the County or Baltimore City will be paid entirely by the Buyer(s).**

At Settlement, the Buyer(s) will execute and deliver an Affidavit of Qualification, in the form required by law, in order to establish their eligibility as Maryland First Time Home Buyer(s).

If the Buyer(s) do NOT qualify as stated above as Maryland First Time Home Buyers, Buyer(s) will pay **ALL** local transfer and recordation taxes imposed by the County or Baltimore City as well as the entire amount of the State Transfer Tax.

All other terms and conditions of the above referenced Agreement of Sale remain as originally agreed, unless amended by subsequent addenda executed by the parties hereto.

Erik G. Shiffer

dotloop verified
10/22/18 6:55PM EDT
PQH-Q-EUTV-ZE2C-KGUO

BUYER

DATE

Yvonne Shiffer

dotloop verified
10/23/18 12:18PM EDT
GOKD-AVAN-R556-3DMA

BUYER

DATE

E. B. Shiffer, Yvonne Shiffer

By:

dotloop signature verification: d01p1a3/MN8W-CC9c-F992

ADDENDUM # _____

MOLD ADDENDUM

THIS ADDENDUM is hereby made a part of the Contract to which it is attached. The terms and conditions below shall expressly survive the closing on the purchase of the property.

INTRODUCTORY STATEMENT

Molds produce tiny spores to reproduce. Mold spores waft through the indoor and outdoor air continually. When mold spores land on a damp spot indoors, they may begin growing and digesting whatever they are growing on in order to survive. There are molds that can grow on wood, paper, carpet, and foods. When excessive moisture or water accumulates indoors, mold growth will often occur, particularly if the moisture problem remains undiscovered or un-addressed. Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints. There is no practical way to eliminate all mold and mold spores in the indoor environment; the way to control indoor mold growth is to control moisture. Standards for acceptable airborne concentrations of mold, or mold spores, have not been set. Currently, there are no EPA regulations or standards for airborne mold contaminants.

SELLER DISCLAIMER OF LIABILITY

The Seller has not made any investigation, determination, warranty or representation with respect to the possible presence of mold. Buyer is advised that during the home inspection period, if applicable, Buyer may obtain an inspection for mold at Buyer's expense. The Seller expressly disclaims all liability for any claims arising out of the existence of mold.

BUYER ACCEPTANCE OF RESPONSIBILITY AND INDEMNIFICATION

As a material inducement to Seller's willingness to enter into the Contract to which this Addendum is attached, Seller requires Buyer's execution of this Addendum. Buyer hereby acknowledges Seller's disclaimer of liability and accepts full responsibility for investigation of the presence of mold. Buyer agrees to release and waive any claims Buyer may have against Seller now or in the future relating to the presence of mold. Buyer further agrees to indemnify and hold harmless Seller from all claims relating to the presence of mold.

THE PARTIES HERETO acknowledge their acceptance of the terms and conditions above by their signatures on the dates entered below.

BUYER:

SELLER:

Erik G. Shiffer dotloop verified
10/09/18 11:17PM EDT
EB2A-L3YL-3XCP-DECA

Signature

Date

Yvonne Shiffer dotloop verified
10/09/18 1:45PM EDT
DRAD-JLUA-2E9F-05CQ

Signature

Date

By: *A. Ben...*

10/18/18

Date

ADDENDUM # _____

SELLER: TSC BAY VIEW DR LLC
BUYER: ERIK SHIFFER AND YVONNE SHIFFER
ADDRESS: 4913 BayView Drive, Shady Side, MD 20764
AGREEMENT OF SALE DATED: _____

RADON NOTICE

The United States Environmental Protection Agency ("EPA") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas which is caused by the radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere. Radon gas can enter the home through a variety of sources, such as through joints or normally occurring cracks in concrete floors, or walls, floor drains, and sumps. This phenomenon can occur in any home.

Once inside an enclosed space, such as a home, radon can accumulate. EPA has stated that prolonged exposure to elevated concentrations of radon decay products has been associated with increases in the risk of lung cancer.

EPA recommends that actions be initiated to reduce excessive indoor radon levels. Homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. Costs for such test kits vary from \$10 to over \$100. EPA publishes a list which provides information on EPA-approved suppliers of such kits. EPA also has publications which identify several methods which may be effective in reducing the level of radon gas in homes.

Seller claims no expertise in the measurement or reduction of radon gas levels in homes, nor does seller provide any advice to homeowners as to acceptable levels or possible health hazards of the gas. You may wish to contact EPA or your state's environmental protection office for further information.

Seller makes no warranty or representation of any kind, express or implied, regarding the presence of radon gas.

RECEIVED AND READ

Erik G. Shiffer
 dotloop verified
 10/08/18 11:37PM EDT
 OJIM-OMMN-TJRR-H6FF

BUYER

DATE

Yvonne Shiffer
 dotloop verified
 10/09/18 1:45PM EDT
 TGEW-DZZO-RH4E-24VX

BUYER

DATE

A. B. Shiffer, M. Shiffer
 By: _____

dotloop signature verification: dtdp.us/1Bj7-mt8u-D5FC

dotloop signature verification: dtdp.us/MN8W-GC9c-K792

ADDENDUM # _____

SELLER: TSC BAY VIEW DR LLC

BUYER: ERIK SHIFFER AND YVONNE SHIFFER

ADDRESS: _____

AGREEMENT OF SALE DATED: _____

DECLARATION OF INFRASTRUCTURE FACILITY

ASSESSMENTS

BUYERS ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE DECLARATION OF INFRASTRUCTURE FACILITY ASSESSMENT DOCUMENTS.

Erik G. Shiffer
dotloop verified
10/09/18 11:17PM EDT
E0FN-SKJU-WENS-JKG

Buyer

Date

Yvonne Shiffer
dotloop verified
10/09/18 1:45PM EDT
GD8G-G36P-PCDD-XOE2

Buyer

Date

By: _____

[Signature]

Date

ADDENDUM # _____

SELLER: TSC BAY VIEW DR LLC
BUYER: ERIK SHIFFER AND YVONNE SHIFFER
ADDRESS: 4913 Bayview
AGREEMENT OF SALE DATED: _____

NEW HOME WARRANTY DISCLOSURE

DISCLOSURES REQUIRED BY BUILDER LEAVING THE DECISION TO PARTICIPATE IN A NEW HOME WARRANTY PLAN TO THE HOMEBUYER.

MARYLAND LAW ALLOWS A BUILDER WHO PARTICIPATES IN A NEW HOME WARRANTY SECURITY PLAN TO OFFER THE WARRANTY TO THE HOMEBUYER, AT HOMEBUYER'S **OPTION**. A BUILDER WHO SELECTS THIS **OPTION** MUST MAKE THE FOLLOWING DISCLOSURE AS PART OF THE CONTRACT FOR SALE OR CONSTRUCTION OF A NEW HOME.

BUILDERS OF NEW HOMES, IN THE STATE OF MARYLAND, ARE REQUIRED TO BE LICENSED BY THE ATTORNEY GENERAL OF MARYLAND.

I HAVE DECIDED TO ALLOW YOU THE OPTION OF OBTAINING A NEW HOME WARRANTY. IF YOU DECIDE NOT TO PURCHASE THE NEW HOME WARRANTY, YOU WILL BE PROTECTED BY ONLY CERTAIN LIMITED WARRANTIES PROVIDED IN THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

YOU MAY DECIDE TO WAIVE YOUR RIGHT TO A WARRANTY, IF THIS DECISION IS YOUR OWN. I CAN NOT ASK YOU TO SIGN A WAIVER TO YOUR RIGHT TO HAVE A WARRANTY. IF YOU ASK FOR A NEW HOME WARRANTY, I MUST PROVIDE YOU WITH A NEW HOME WARRANTY. THE NATURE AND EXTENT OF THE WARRANTY THAT WOULD BE PROVIDED TO YOU AS FOLLOWS:

BONDED BUILDERS HOME WARRANTY

NAME OF NEW HOME WARRANTY SECURITY PLAN

1-800-749-0381 PHONE

OR OTHER COMPARABLE WARRANTY COMPANY

MINIMUM WARRANTY COVERAGE:

ONE YEAR- FREE FROM ANY DEFECTS IN MATERIALS AND
WORKMANSHIP.

TWO YEARS- FREE FROM ANY DEFECT IN THE ELECTRICAL,
PLUMBING, HEATING, COOLING AND VENTILATING
SYSTEMS, EXCEPT THAT THE FOLLOWING
APPLIANCES, FIXTURES AND ITEMS OF EQUIPMENT
ARE ONLY COVERED FOR THE LENGTH AND SCOPE
OF WARRANTY OFFERED BY THE MANUFACTURER.

FIVE YEARS- FREE FROM ANY STRUCTURAL DEFECTS.

ITEMS EXCLUDED UNDER THIS WARRANTY PLAN:

DAMAGE TO REAL PROPERTY IS NOT PART OF THE HOME COVERED
BY THE WARRANTY OR THAT IS NOT INCLUDED IN THE PURCHASE
PRICE.

BODILY INJURY OR DAMAGE TO PERSONAL PROPERTY.

ANY DEFECT IN MATERIAL SUPPLIED OR WORK PERFORMED BY
ANYONE OTHER THAN THE BUILDER OR THE BUILDER'S EMPLOYEES,
AGENTS, OR SUBCONTRACTORS.

ANY DAMAGE THAT THE OWNER HAS NOT TAKEN TIMELY ACTION TO
MINIMIZE OR FOR WHICH THE OWNER HAS FAILED TO PROVIDE
TIMELY NOTICE TO THE BUILDER.
NORMAL WEAR AND TEAR OR NORMAL DETERIORATION.

INSECT DAMAGE, EXCEPT WHERE THE BUILDER HAS FAILED TO USE
PROPER MATERIALS OR CONSTRUCTION METHODS DESIGNED TO
PREVENT INSECT INFESTATION.

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dotloop signature verification: dtdp.us/MN6W-GC9e-KY9Z

ANY LOSS OR DAMAGE THAT ARISES WHILE THE HOME IS BEING USED PRIMARILY FOR NONRESIDENTIAL PURPOSES.

ANY DAMAGE TO THE EXTENT IT IS CAUSED OR MADE WORSE BY NEGLIGENCE, IMPROPER MAINTENANCE OR IMPROPER OPERATIONS, BY ANYONE OTHER THAN THE BUILDER OR THE BUILDER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

ANY DAMAGE TO THE EXTENT IT IS CAUSED OR MADE WORSE BY CHANGES IN GRADING OR THE GROUND BY ANYONE OTHER THAN THE BUILDER, THE BUILDER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

ANY LOSS OR DAMAGE CAUSED BY ACTS OF GOD.

THE COST OF THE WARRANTY TO YOU WOULD BE APPROXIMATELY \$ 1200.00

Erik G. Shiffer
dotloop verified
10/22/18 6:55PM EDT
7F7W-GF8M-41RR-SPGD

Gyonne Shiffer
dotloop verified
10/23/18 12:18PM EDT
BSCB-SA1-3A8M-JUML

BUYER

DATE

BUYER

DATE

By: *L. Ben M. Mark*

BUYER WAIVES THE RIGHT TO PURCHASE AN EXTENDED WARRANTY, BUT ACCEPTS BUILDERS WARRANTY

BUYER

DATE

BUYER

DATE

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Anne Arundel County Association of REALTORS®

**ADDENDUM – ANNE ARUNDEL COUNTY REQUIRED NOTICES**

ADDENDUM/AMENDMENT# _____ dated _____ to Contract of Sale dated _____
 between Buyer(s): ERIK SHIFFER AND YVONNE SHIFFER and Seller(s): TSC Bay View Dr LLC

for Property known as: 4913 Bay View Drive Shady Side MD 20764
LEGAL DESCRIPTION. Lot/Parcel/Unit _____, Block _____, Section _____, County ANNE ARUNDEL, Liber _____ Folio _____,
 Subdivision/Condominium Project Snug Harbor / _____

REQUIRED NOTICE-ANNE ARUNDEL COUNTY LAND-USE PLANS. The Buyer fully understands that in order to become more fully informed of the current and future land-use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the buyer should consult the appropriate County agency or County Internet web site for information regarding these plans. This notice is required under Section 10-703 of the Real Property Article, Annotated Code of Maryland for any Contract of Sale for single family residential real property in Anne Arundel County which is improved by four or fewer single family units. Local laws requiring disclosure to home buyers of substantially similar information, if any, shall prevail over this notice requirement. (www.aacounty.org)

ANNAPOLIS HISTORIC DISTRICT ONLY-REQUIRED NOTICE-CITY OF ANNAPOLIS Property is located in the Historic District as defined by Annapolis City Code Section 21.56.030. Buyer should visit the website of the Historic Preservation Commission to learn about the various requirements that apply to properties located in the District. (www.annapolis.gov)

____ Buyer ____ Buyer

____ Seller ____ Seller

NOTICE – WATERFRONT PROPERTY. If this property is, or appears to be, “waterfront” property, Buyer will rely on Buyer’s own surveyor and title expert to ascertain the extent of any riparian rights or other rights of water access that inure to the owner of the Property.

NOTICE – CHESAPEAKE BAY CRITICAL AREA. If Anne Arundel County or the State has initiated enforcement action for a violation of a local law described in § 5-106(BB) (1) of the courts and judicial proceedings Article, a contract for sale of the real property where the violation occurred shall disclose:

- (I) The nature of the violation;
- (II) The status of any ongoing proceedings to enforce the violation; and
- (III) Any actions the buyer of the real property may be required to take with respect to the property in order to cure the violation.

NOTICE – AIRPORT NOISE. Buyer understands that Property may be located within the designated airport noise zone of the Baltimore-Washington International (BWI) Airport or other airport facility. Property may, now or in the future, be subject to overflights of air traffic to and from that facility and experience cumulative day-night noise levels of 65 decibels or greater. Properties in an airport noise zone may be subject to zoning restrictions affecting new development or new uses of property without a zoning variance from the Board of Airport Zoning Appeals, as per Title 5 Subtitle 8 of the Transportation Article, Annotated Code of Maryland. A 24 hour “Noise Hotline” (410-859-7021) and Airport Noise Zone Map are available from the Maryland Aviation Administration, Maryland Department of Transportation. (Phone numbers are subject to change without notice). Buyer may obtain additional information regarding existing or planned airport facilities from Anne Arundel County authorities.

NOTICE – HOMEOWNERS INSURANCE. Buyer understands that an insurance provider may decline to insure, or change a premium rate to insure, this property if there has been prior insurance claim(s) against the property. Buyer will rely on Buyer’s own insurance provider to ascertain the approximate cost to insure Property.



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105
Seller

Seller

NOTICE- FLOOD INSURANCE DISCLOSURE: Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

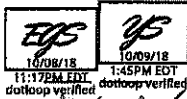
Anne Arundel County Association of REALTORS®

**THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM:
Please check appropriate box or boxes and provide required information:**

____ 1. Owner(s) states that the property herein described is NOT subject to any Public or Private Front Foot Benefit Assessment and/or Capital Facilities Assessment.

____ Owner(s) states that the herein described property is subject to Capital Facilities Assessment/Front Foot Benefit Assessment of \$ _____ per _____ payable to Anne Arundel County.

Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 27, § 4-13(a) of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:



NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by the developer of the Snug Harbor

subdivision. This fee or assessment is (amount) \$ 750.00 payable annually in (month) January to USF Facilities Services LLC (Hereinafter called "lienholder") until (date) 12/31/51. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lien holder and each owner of this property and is not in any way a fee or assessment by Anne Arundel County.

If a Seller subject to this section fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and
- (2) following settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.

____ 2. **NOTICE - RADIUM IN WELL WATER.** According to the Anne Arundel County Department of Health, studies indicate that the radium level in some areas of Anne Arundel County, Maryland, exceed the level established by the U.S. Environmental Protection Agency for drinking water, as described in *Radium in Well Water Information Sheet*. The radium level in well water may be determined through specific testing conducted by County Health authorities or by an environmental testing firm approved by County Health authorities. Buyer and Seller acknowledge receiving *Radium in Well Water Information Sheet and Map -- Testing Area for Gross Alpha and Radium*.

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Buyer



Buyer



Seller

Seller

dotloop signature verification: 811p.05/54N8W-GC.16-k192

3. **REQUIRED NOTICE – SPECIAL TAX DISTRICT.** Each year the buyer of this property must pay a special assessment or special tax imposed under Article 6 Title 4A of the Anne Arundel County Code, as of Contract of Sale date. The special assessment or special tax on this property amounts to _____ Dollars (\$ _____) each year; as of (date of each scheduled increase) _____, the assessment or tax may increase to (maximum amount or method for determining the same) _____. For further information on this assessment or tax, Buyer may contact the County Office of Finance. An increase in any special assessment, special tax, fee or charge is likely to occur in the foreseeable future but the timing or amount of the increase is not certain.

Buyer and Seller acknowledge that they jointly and severally agree to indemnify and hold harmless the Listing and Selling Brokers and their agents and employees for any losses or damages resulting from any act or omission by any party as a result of the provisions contained in this Contract of Sale.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Erik G. Shiffer dotloop verified
10/26/18 11:17PM EDT
WAZL-NGTH-NDQF-CHES
Buyer _____ Date _____

Yvonne Shiffer dotloop verified
10/26/18 1:45PM EDT
GUYQ-8ZKR-SYGB-DKVN
Buyer _____ Date _____

L. Ben J. McManus 10/18/18
Seller _____ Date _____

Seller _____ Date _____

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NAHB
NATIONAL ASSOCIATION OF HOME BUILDERS

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- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Erik G. Skiffer

Date
Gywnne Skiffer

Date

A. Benji Martin 10/18/18

Date

Date

Linda Pelton

Date

Dee Dee Miller

Date

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**

TSC BAYVIEW DRIVE , LLC * Case No. 18-19487

Debtor * Chapter 11

* * * * *

TSC/BAYVIEW DRIVE , LLC *

Movant *

v. *

BANK OF GLEN BURNIE *

and
ANNE ARUNDEL COUNTY, MARYLAND*

Respondents

* * * * *

NOTICE OF
MOTION FOR AUTHORITY TO SELL REAL PROPERTY
KNOWN AS 4913 BAY VIEW DRIVE, SHADY SIDE, MD

TO ALL PARTIES IN INTEREST:

Notice is hereby given that the Debtor, TSC BAYVIEW DRIVE, LLC, has filed a Motion Requesting Authorization to Sell Property Free and Clear Liens. The property to be sold is described as 4913 Bay View Drive, Shady Side, MD. The proposed purchasers of the property are Erick Shiffer and Yvonne Shiffer and the proposed purchase price is \$355,000.00. The Motion recites that the Debtor will make certain concessions, and shall pay real estate commissions of 5% to Deanna Miller and Long & Foster Real Estate, Inc. pursuant to order of this Court. Baltimore County shall be paid in full at closing and lienholders are to be paid in the order of priority from net proceeds.

The Motion recites that the sale is in the best interest of the Estate. A standby hearing date of December 3, 2018 at 11:00AM has been established by the Court, and shall be held in the Courtroom of Thomas Catliota,, Courtroom 3-E, US Courthouse, 6500 Cherrywood Lane, Greenbelt, MD 20770.

Any party-in-interest who objects to granting of the authority requested must file an objection, specifically stating the factual and legal grounds upon which the objection is based, with the Clerk, United States Bankruptcy Court, 8th Floor U.S. Courthouse, 101 W. Lombard Street, Baltimore, Maryland 21201 with a copy to the undersigned, by November 15, 2018. The Court may conduct a hearing, or rule upon the Motion without a hearing, in its discretion, regardless of whether any objection is filed. Any party filing an objection will be expected to be present at any hearing that the Court may schedule.

Any party requiring further information should contact the undersigned.

DATED October, 25 2018

S/ David W. Cohen
David W. Cohen
1 North Charles Street
Suite 350, Blaustein Building
Baltimore, Maryland 21201
(410) 837-6340
dwcohen79@jhu.edu
Bar No. 03448
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _25 day of October 2018 a copy of the foregoing was delivered by CM/ECF or mailed, postage prepaid, to Gerard Vettter, US Trustee USTPRegion04.BA.ECF@USDOJ.GOV ; Jeanne Crouse, Esq., jeanne.m.crouse@usdoj.gov ;Kristen Perry, kperry@howardcounty.gov , Counsel for Howard County Maryland; Bob Van Galoubandi bgaloubandi@gmail.com, counsel for Bank of Glen Burnie and by United States Mail to all creditors on the matrix herein.

S/ David W. Cohen
David W. Cohen

ORDERED that the Debtor is authorized to pay closing expenses, including Real Estate Commissions and recording costs as described in the Motion together with the Secured Claims of the Respondents herein all of which are to be paid at settlement;

PROVIDED HOWEVER, that the Debtor shall file a copy of the Settlement sheet within Ten (10) days of closing.

END OF ORDER

cc:

David W. Cohen

Debtor

US Trustee

Bob Van Galoubandi

Anne Arundel County Maryland