

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

US FINANCIAL CAPITAL, INC. * Case No. 18-14018

Debtor * Chapter 11

* * * * *

US FINANCIAL CAPITAL, INC. *

Movant *

v. *

MIDFIRST BANK *

and *

COUNCIL OF UNIT OWNERS OF SUN *

VALLEY CONDOMINIUM *

and *

ANNE ARUNDEL COUNTY, MARYLAND

Respondents *

* * * * *

MOTION FOR AUTHORITY TO SELL REAL PROPERTY
KNOWN AS 114 MOUNTAIN ROAD, UNIT 2C GLEN BURNIE, MD
FREE AND CLEAR OF LIENS

COMES NOW the Debtor, US FINANCIAL CAPITAL, INC. 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 multiple parcels of Real Estate in Anne Arundel County, including a condominium property known as 114 Mountain Road, Unit 2C, Odenton, MD, which property is held for development and sale.

4. The said property is valued in the Tax records of Anne Arundel County at \$65,000.00, and was valued by the Debtor in its Schedules at \$59,000.00. The property is in severe disrepair, and the Debtor believes that its estimate was incorrectly high.

5. The said property is subject to a lien in favor of the Respondent Midfirst Bank (“Midfirst”) as well as potential tax and other claims in favor of Anne Arundel County, Maryland. The property is part of the “Sun Valley Condominium” and is subject to assessment by the Council of Unit Owners of Sun Valley Condominium (“Council”), an entity created by the relevant Condominium Documents filed with the Land Records of Anne Arundel County. A search of the database of the Maryland Department of Assessments and Taxation failed to disclose incorporation documents for Council.¹ On information and belief, and as reflected in Debtor’s Schedules, Council has appointed Pinnacle Management as its agent for collection of assessments.

6. Midfirst has filed a proof of claim herein in respect to the Debtor. Midfirst asserts a lien claim in the amount of Six Thousand Seven Hundred Twenty-two Dollars and Sixty-nine cents (\$6,722.69). Anne Arundel County has filed a claim which does not show a pre-petition claim as to the said property. Midfirst’s claim is subject to additional charges, interest and fees. Council of Unit Owners of Sun Valley Condominium has not, to the best of the Debtor’s knowledge, recorded any lien and has not filed a claim.

7. The Debtor proposes to sell this property directly, and not subject to Commissions.

8. The Debtor proposes to enter into a contract with Patrun Gerard Children’s Trust (“PGCT” or “Purchaser”), with whom the Debtor has a relationship. Specifically, the Trustee under that Trust is the same as the Trustee under the AN&J Family Trust, which owns the equity

¹Pursuant to FRCP 4(h)(1), service is made upon the unincorporated association by delivery to its agent, Pinnacle Management. See <https://sunvalleycondo.org/>

interest in the Debtor. The terms of the proposed sale are detailed in the attached proposed agreement (Exhibit "A"). The agreement provides that Purchaser pay the sum of Forty Thousand Dollars (\$40,000.00) for the property "as-is" and subject only to a contingency for financing. Purchaser will pay all transfer and recordation costs. The Contract is subject to Court Approval by operation of the Bankruptcy Code.

9. 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.

10. Midfirst has advised the Debtor that its does not oppose the sale.

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

12. 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 Patrun Gerard Children's Trust (or to its assignee), under the terms and conditions described in the Proposed Contract of Sale,

B. Authorize the Debtor to pay Anne Arundel County and Midfirst Bank and, should a secured claim appear, Council of Unit Owners of Sun Valley Condominium from proceeds;

C. Authorize the Debtor to retain net proceeds for its reorganization.

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

S/ David W. Cohen
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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 5 day of November 2018 a copy of the foregoing, together with referenced exhibits, was delivered by CM/ECF Catherine Keller Hopkin, counsel for Merritt Lending, chopkin@yvslaw.com, Gerard Vettter, US Trustee USTPRegion04.BA.ECF@USDOJ.GOV; Kristen Perry, kperry@howardcounty.gov, Counsel for Howard County Maryland; Richard Kremen, Esq. richard.kremen@dlapiper.com, Counsel for Rosedale Federal; Hugh M. Bernstein, hugh.m.bernstein@usdoj.gov; Jeanne M Crouse, jeanne.m.crouse@usdoj.gov; Richard Rogers, Esq., bankruptcyecf@cgd-law.com, Counsel for Midfirst Bank and by United States Mail to Brian Schenck, Financial Operations Supervisor, Anne Arundel County, PO Box 2700, MS 103, Annapolis, MD 21404; Pinnacle Management, 154 S Azar Ave., Glen Burnie, MD 21060 att: Jeremy Shifflett, Manager for Sun Valley Condominium

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. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.

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 19 of this Contract.

1. **DATE OF OFFER:** October 30, 2018
2. **SELLER:** U. S. Financial Capital, Inc.
3. **BUYER:** Patrun Gerard Childrens' Trust

4. **PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 114 Mountain Road, Unit 2C located in Anne Arundel City/County, Maryland, Zip Code 21060, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. **ESTATE:** The Property is being conveyed: X 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 Forty Thousand Dollars (\$ 40,000.00).

7. **PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:
(a) An initial Deposit by way of Cert. Funds in the amount of One Hundred Dollars (\$ 100.00) 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: Long and Foster Real Estate, Inc. US Financial Capital Inc DIP Agent
(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;
OR 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.

8. **SETTLEMENT:** Date of Settlement December 30, 2018 or sooner if agreed to in writing by the parties.

9. **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 **(Check One)**:

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

10. **FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within _____ (_____) days from the Date of Contract Acceptance.

If a written financing commitment is not obtained by Buyer within _____ (_____) 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 Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at 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 Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 10, or any addendum to this Contract.

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

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

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

14. AGRICULTURALLY ASSESSED PROPERTY: The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by _____.

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

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.

_____ / _____ (BUYER)

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.

_____ / GTMcDT (BUYER)

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.

_____ / GTMcD (BUYER)

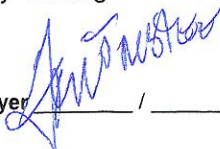
17. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

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

Other Addenda/Special Conditions:

As, the Seller is Chapter 11. Bankruptcy, this Contract is subject to the approval of the U. S. Bankruptcy Court wherein the Seller's Bankruptcy Case is filed.

18. 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

Buyer  / _____

Seller  / _____

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.

19. 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.

20. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

21. 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).

22. 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.

Buyer _____

Seller _____

recording tax and any State or Local Transfer Tax

Buyer agrees to pay 100% of recording tax

23. 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.

24. 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.

25. 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.

26. 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.

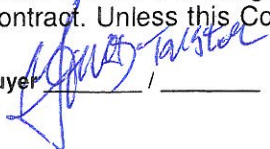
27. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or 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.

28. 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.

29. 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.

30. 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.)

31. 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

Buyer 

Seller 

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.

32. 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.

33. 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.

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

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, 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.

35. 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).

Buyer  _____

Page 6 of 10 10/15

Seller  _____

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 10 of this Contract; (b) the two (2) named Sales Associates identified on Page 10 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

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

36. 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.

37. 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.

38. 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.

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

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

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

41. 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.

42. 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).

43. 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.)

Buyer 

Seller  / _____

44. 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.

45. 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.

46. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.


47. 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.

48. 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.)

49. 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.

50. 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.

Buyer  / _____

Seller  / _____

51. 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.

52. 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 and 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 and location 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; or

(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, 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.

53. 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.

54. 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.

55. 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.

56. 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 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. 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.

57. 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.

Buyer  _____

Seller  / _____

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

Gerard M. Donohue, Jr. 10/30/18 Buyer's Signature Date L. Benoff, President Seller's Signature Date

Buyer's Signature Date Seller's Signature Date

DATE OF CONTRACT ACCEPTANCE: _____

Check if First-Time Maryland Homebuyer

Contact Information:

BUYER / NAME(S): Pataua Gerard Children's Trust
MAILING ADDRESS: 8400 Swoleson River Park Way, Ste 209
Columbia, MD 21045

SELLER / NAME(S): U.S. Financial Capital
MAILING ADDRESS: 8400 Swoleson River Park Way, Ste 209
Columbia, MD 21045

Information provided for reference only:

LISTING BROKER: N/A LICENSE NUMBER: _____

BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

SELLING BROKER: N/A LICENSE NUMBER: _____

BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: SELLER'S AGENT; OR
 BUYER'S AGENT

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1001458278

OFFICIAL CHECK

THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A BB&T DECLARATION OF LOSS

ISSUING BRANCH 2546813-HOWARD/NAA - SNOWDEN

DATE October 30, 2018

CLIENT COPY

U. S. FINANCIAL CAPITAL, INC.

\$100.00

One Hundred and 00/100ths Dollars

COPY NOT NEGOTIABLE



MEMO/PURCHASER GERARD T MCDONOUGH JR

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

1001458278

68-236/514

ISSUING BRANCH 2546813-HOWARD/NAA - SNOWDEN

DATE October 30, 2018

PAY TO THE ORDER OF U. S. FINANCIAL CAPITAL, INC.

\$100.00

One Hundred and 00/100ths Dollars



MEMO/PURCHASER GERARD T MCDONOUGH JR

AUTHORIZED SIGNATURE

Gerard T. McDonough Jr

⑆ 1001458278⑆ ⑆ 051402369⑆ 0001019010097⑆



CONDOMINIUM RESALE NOTICE

ADDENDUM / AMENDMENT # 1 dated 10/30/18 to Contract of Sale dated: 10/30/18
between Buyer(s): PATRICK CONRAD CHILDREN'S TRUST
and Seller(s): U.S. Financial Capital, Inc.
for Property known as: 114 Mountain Road, Unit 2C, Glen Burnie, MD 21060
Condominium Unit # 2C, Building # 114, Section/Regime # , in
Sun Valley Condominiums Condominium Association.

PART ONE

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

- 1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
b) A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
f) The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement of its intended use, or a statement that there is no reserve fund;
g) A statement of any judgments against the condominium and the status of any pending suits to which the Council of Unit Owners is a party;
h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
i) A statement as to whether the Council of Unit Owners' Board has knowledge that any alteration or improvement to the unit or to the limited common elements assigned thereto violates any provision of the Declaration, Bylaws or Rules or Regulations.
j) A statement as to whether the Council of Unit Owners' Board has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium;
k) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof;
l) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.



RE/MAX Sails, Inc.
Chris Cooke

Buyer [Signature] /

Seller [Signature] /



Condominium Resale Notice

- 5. A statement by the unit owner as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; and
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit.
 - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
- 6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

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

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

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

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

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THE CONTRACT IS TERMINATED.


12/31/18


Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

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cnrsIntc



**CONDOMINIUM RESALE DISCLOSURE AND TRANSMITTAL OF DOCUMENTS
FROM SELLER AS UNIT OWNER**

ADDENDUM / AMENDMENT # 2 dated 10/30/18 to Contract of Sale dated: 10/30/18
between Buyer(s): Patricia Gerard Children's Trust
and Seller(s): U.S. Financial Capital, Inc.
for Property known as: 114 Mountain Road, Unit 2C, Lusitana, MD 21060
Condominium Unit # 2C Building # 114 Section/Regime # _____, in
Sun Valley Condominium Association.

PART ONE

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

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes the information required under Section 11-135(a)(4).
5. The unit owner states:
 - a) I have _____, do not have X knowledge of any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; or
 - b) I have _____, do not have X knowledge of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; or
 - c) I have _____, do not have X knowledge that the unit is subject to an extended lease under Section 11-137 of this title or under local law. If so, a copy of the lease is be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

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

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

Buyer [Signature] / _____ Seller [Signature] / _____
Page 4 of 2 condo resale dsclsr/xmtl docs- 10/09



CONDOMINIUM RESALE DISCLOSURE AND TRANSMITTAL OF DOCUMENTS FROM SELLER AS UNIT OWNER

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

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

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

<i>[Signature]</i>	Date	<i>[Signature]</i>	Date
Buyer		Seller	

Buyer		Seller	

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CONDOMINIUM RESALE DISCLOSURE CERTIFICATE FROM COUNCIL OF UNIT OWNERS

(use only for condominium projects of seven (7) or more units)

TO: The Council of Unit Owners
 Condominium Project Sun Valley Condominium Condominium Unit Number 17/20
 Address of Unit 114 Mount Airy Rd, Unit 20, Colton Beach, MD 21040

City _____ State _____ Zip Code _____

Unit Owners U.S. Financial Capital, Inc
8400 Snowdon River Parkway, Ste 209, Columbia, MD 21045

(Section 11-135(c) of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.) requires that the Council of Unit Owners must provide the following information within twenty (20) days after receipt of a request by the Seller ("unit owner"). The undersigned unit owner(s) of the above-described unit request that you provide this information. A reasonable fee, if any, not to exceed the cost to the Council of Unit Owners for providing this information, is enclosed herewith. If you have your own form for this certificate which complies with the statute, then please provide that certificate in lieu of completing this form.

6 _____ J. Ben Miller, President
 (signature) Unit Owner/Seller S. BARNES FAYETTE POSE, U.S. Financial Capital, Inc (signature) Unit Owner/Seller

Pursuant to Section 11-135(a) of the Maryland Condominium Act, the following Certificate is provided for the benefit of the above-described unit owner and any purchaser(s) thereof, and reflects the herein stated information as of the date indicated below:

1. The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner, is:

2. (a) The amount of the monthly common expense assessment is: _____
 (b) The amount of any unpaid common expense or special assessment currently due and payable from the selling unit owner is: _____

3. The amount of any other fees payable by the unit owners to the Council of Unit Owners is: _____

4. Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance (estimated to be six (6) months from date hereof) which are not reflected in the current operating budget disclosed under item 6 hereof are: _____

5. Attached hereto is a copy of the most recent regularly prepared balance sheet and income and expense statement of the condominium. (Check here if no such document exists _____).

6. Attached hereto is a copy of the current operating budget of the condominium including details concerning the reserve fund for repair and replacement and its intended use, or a statement that there is no reserve fund.

7. (a) The following judgments against the condominium remain unpaid and unsatisfied: _____
 (b) Pending suits to which the Council of Unit Owners is a party: _____



CONDOMINIUM RESALE DISCLOSURE CERTIFICATE FROM COUNCIL OF UNIT OWNERS

8. (a) The following is a general description of any insurance policies provided for the benefit of the unit owners: _____

(b) Copies of the policies are available for inspection at: _____

(c) The terms of the policy prevail over the above general description.

9. The Council of Unit Owners has no knowledge that any alteration or improvement to the above-described unit or to the limited common elements assigned to the unit violates any provision of the Declaration/Master Deed, Bylaws, or Rules or Regulations, except for: _____

10. The Council of Unit Owners has no knowledge of any violation of the health or building codes with respect to the above-described unit, the limited common elements assigned to the unit, or any other portion of the condominium, except for: _____

11. The remaining term of any leasehold estate affecting the condominium and the provisions governing any extension of renewal thereof are: _____

(check here if no such leasehold exists _____).

12. (a) The following is a description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners: _____

(b) All of the above recreational or other facilities are part of the common elements except for: _____

The Council of Unit Owners of:

_____ Condominium

_____ Date

By: _____
(Individual's name)

_____ (Title)

US FINANCIAL CAPITAL, INC. * Case No. 18-14018
Debtor * Chapter 11

* * * * *

US FINANCIAL CAPITAL, INC. *

Movant *

v. *

MIDFIRST BANK *

and *

COUNCIL OF UNIT OWNERS OF SUN *
VALLEY CONDOMINIUM *

and *

ANNE ARUNDEL COUNTY, MARYLAND *

Respondents *

* * * * *

NOTICE OF

MOTION FOR AUTHORITY TO SELL REAL PROPERTY

KNOWN AS 114 MOUNTAIN ROAD, UNIT 2C, GLEN BURNIE, MD

TO ALL PARTIES IN INTEREST:

Notice is hereby given that the Debtor, US FINANCIAL CAPITAL, INC. , has filed a Motion Requesting Authorization to Sell Property Free and Clear Liens. The property to be sold is described as 114 Mountain Road, Unit 2C, Glen Burnie, Drive, Shady Side, MD. The proposed purchasers of the property is Patrun Gerard Children’s Trust (“PGCT” or “Purchaser”) and the proposed purchase price is \$40,000.00. The Trustee under PGCT is the same as the Trustee under AN&J Family Trust, which owns the equitable interest in the Debtor, The Motion recites that the property is to be sold “AS-IS” and Purchaser will pay all transfer and recordation costs. Anne Arundel County shall be paid in full at closing and lienholders are to be paid in the order of priority from net proceeds. It is anticipated that there will be a surplus used to fund the estate.

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 26, 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 November 5, 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 5 day of November 2018 a copy of the foregoing, together with referenced exhibits, was delivered by CM/ECF Catherine Keller Hopkin, counsel for Merritt Lending, chopkin@yvslaw.com, Gerard Vetter, US Trustee USTPRegion04.BA.ECF@USDOJ.GOV; Kristen Perry, kperry@howardcounty.gov, Counsel for Howard County Maryland; Richard Kremen, Esq. richard.kremen@dlapiper.com, Counsel for Rosedale Federal; Hugh M. Bernstein, hugh.m.bernstein@usdoj.gov; Jeanne M Crouse, jeanne.m.crouse@usdoj.gov; Richard Rogers, Esq., bankruptcyecf@cgd-law.com, Counsel for Midfirst Bank and by United States Mail to Brian Schenck, Financial Operations Supervisor, Anne Arundel County, PO Box 2700, MS 103, Annapolis, MD 21404; ; Pinnacle Management, 154 S Azar Ave., Glen Burnie, MD 21060 att: Jeremy Shifflett, Manager for Sun Valley Condominium

and by United States Mail to all creditors on the matrix herein.

S/ David W. Cohen
David W. Cohen

Label Matrix for local noticing
0416-1
Case 18-14018
District of Maryland
Baltimore
Wed Mar 28 16:37:01 EDT 2018

Merritt Lending, LLC
c/o Catherine Hopkin, Esquire
Yumkas, Vidmar, Sweeney & Mulrenin, LLC
10211 Wincopin Circle, Suite 500
Columbia, MD 21044-3432

US Financial Capital, Inc.
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

8141 Capital LP
c/o Mayer Guttman
502 Washington Ave
Towson, MD 21204-4516

9033 Red Branch Rd, LLC
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

AFNI Subrogation
1310 Martin Luther King Drive
Bloomington, IL 61701-1465

AN&J Family Trust
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045-1985

Anne Arundel County Office of Finance
PO Box 2700
Annapolis, MD 21404-2700

Atlantic Insurance Group
2331 York Rd
Suite 301
Lutherville Timonium, MD 21093-2225

BGE
750 East Pratt Street
Baltimore, MD 21202-3146

BS Land Acquisition
Suite 207
8600 Snowden River Parkway
Columbia, MD 21045-1985

Boardwalk 2001 LLP
c/o Jay Dackman, Esq.
825 N Charles St.
Baltimore, MD 21201-5357

(p)U S SECURITIES AND EXCHANGE COMMISSION
ATLANTA REG OFFICE AND REORG
950 E PACES FERRY RD NE STE 900
ATLANTA GA 30326-1382

Builders First
10650 Riggs Hll Rd
Jessup, MD 20794-9462

CFM, LLC
Suite 207
8600 Snowden River Parkway
Columbia, MD 21045-1985

Cape St Claire
1223 River Bay Road
Annapolis, MD 21409-4999

Carter Jones Lumber
601 Talmadge Rd 44240-7331

Catherine Hopkin
Yumkas, Vidmar, Sweeney & Mulrenin, LLC
10211 Wincopin Circle
Suite 500
Columbia, MD 21044-3432

Chapldale
Properties, LLC
Suite 207
8600 Snowden River Parkway
Columbia, MD 21045-1985

Cohn Goldberg & Deutsch
Ste 208
600 Baltimore Ave
Towson, MD 21204-4084

College Park Investments, LLC,
DIP
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, MD 21201-2305

Contractor's Service
3 Talbott Ave, Suite 202A
Lutherville Timonium, MD 21093-2323

Developers Surety & Indemnity
P.O. Box 19725
Irvine, CA 92623-9725

Edward Grant
9616 Belair Rd
Nottingham, MD 21236-1104

Erie Insurance
100 Erie Insurance Place
Erie, PA 16530-9000

F&S Associates
Suite 207
8600 Snowden River Parkway
Columbia, MD 21045-1985

FNA Maryland, LLC
C/O BENJAMIN M DECKER, ESQ
2806 Reynolda Road
Suite 208
Winston Salem, NC 27106-3102

Freedom Septic
2809 Liberty Rd,
Sykesville, MD 21784-6900

Granix Inc
9198 Red Branch Rd Suite A3
Columbia, MD 21045-2017

Guilford I LP
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Harford Mutual Insurance Co.
200 N Main Street
Bel Air, MD 21014-3544

Hillman Brown & Darrow
221 Duke of Gloucester St,
Annapolis, MD 21401-2500

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
PO Box 7346
CENTRAL INSOLVENCY UNIT
Philadelphia, PA 19101-7346

J Bates Contracting
8549 Skipjack Pl,
Pasadena, MD 21122-2656

Jay Dackman
825 N Charles Street
Baltimore, MD 21201-5319

Jeff Shiller, Esq.
5850 Waterloo Rd
Suite 140
Columbia, MD 21045-1944

Jerry's Siding & Roofing
511 Shaw Ct
Severn, MD 21144-2107

Kirk Halpin Esq.
8100 Day Long Lane
Suite 100
Clarksville, MD 21029

Lacey Conn, Esq.
THOMAS THOMAS & HAFFER
1025 Connecticut Ave NW
Suite 608
Washington, DC 20036-5411

Lawrence Katz
8270 Greensboro Dr
Suite 700
Mc Lean, VA 22102-3835

M&M Sediment Control
6990 Oconner Drive
Hanover, MD 21076-1038

Magothy Associates LP
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Merritt Lending
13805 Forsythe Road
Sykesville, MD 21784-5812

Michael Kalis, Inc.
438 Capstan Court
Arnold, MD 21012-1153

Midland Mortgage
999 NW Grand Blvd, Suite 100
Oklahoma City, OK 73118-6051

Miller's Fire Protection
12807 Brandywine Rd,
Brandywine, MD 20613-5615

Oak Run LP
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Office of Law
Howard County, Maryland
3430 Courthouse Drive
Ellicott City, MD 21043-4300

PM Fast Builders
2 Benmere Road,
Glen Burnie, MD 21060-7236

Red Branch Warehouse Assoc
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Richard Kremen, Esq.
DLA Piper Rudnick
6225 Smith Ave.
Baltimore, MD 21209-3626

Rosedale Federal
9616 Belair Rd
Rosedale, MD 21236-1190

S Bruce Jaffe
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Samjord Properties
890 Nafa Drive
Boca Raton, FL 33487-1739

Sanford Land Holdings
Suite 207
8600 Snowden River Parkway
Columbia, MD 21045-1985

Secretary of the Treasury
15 & Pennsylvania Avenue
Washington, DC 20220-0001

State of Maryland DLLR
Division of Unemployment Insurance
1100 N. Eutaw Street, Room 401
Baltimore, MD 21201-2225

Stein Properties Inc,
DIP
8600 Snowden River Pkwy
Suite 207
Columbia, MD 21045-1985

Sun Valley Condominium
 C/O Pinnacle Management
 154 S Azar Avenue
 Glen Burnie, MD 21060-6505

TSC/Pumphouse Rd, LLC
 Suite 207
 8600 Snowden River Parkway
 Columbia, MD 21045-1985

Twin Enterprises
 8235 Old Mill Rd
 Pasadena, MD 21122-1205

U.S. Attorney-District of MD
 4th floor
 36 S. Charles St.
 Baltimore, MD 21201-3119

US Trustee - Baltimore
 Garmatz Federal Courthouse
 101 West Lombard Street
 Suite 2625
 Baltimore, MD 21201-2668

Waste Management
 625 Charrington Pkwy
 Moon Township, PA 15108-4321

Waste Mangagement Balt
 3545 Fairfield Rd,
 Curtis Bay, MD 21226-1515

Western Cary Building Products
 1901 Park 100 Dr #200,
 Glen Burnie, MD 21061-3213

David W. Cohen
 Law Office of David W. Cohen
 1 N. Charles St., Ste. 350
 Baltimore, MD 21201-3750

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Branch of Reorganization
 Sec. & Exch. Commission
 3475 Lenox Road NE (Suite 1000)
 Atlanta, GA 30327-1232

Internal Revenue Service
 Centralized Insolvency Section
 PO Box 21126 (DP-N-781)
 Philadelphia, PA 19114

End of Label Matrix	
Mailable recipients	68
Bypassed recipients	0
Total	68

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

US FINANCIAL CAPITAL, INC. * Case No. 18-14018
Debtor * Chapter 11
* * * * *

US FINANCIAL CAPITAL, INC. *

Movant *

v. *
MIDFIRST BANK *

and
COUNCIL OF UNIT OWNERS OF SUN *
VALLEY CONDOMINIUM *

and *
ANNE ARUNDEL COUNTY, MARYLAND *
Respondents *

* * * * *

**ORDER AUTHORIZING DEBTOR TO SELL PROPERTY
KNOWN AS 114 MOUNTAIN ROAD, GLEN BURNIE, MD
FREE AND CLEAR OF LIENS**

UPON the foregoing Motion of the Debtor to sell real property free and clear of liens, the Court having reviewed the Motion and determined that granting the Relief requested in the Motion is in the best interest of the Estate, no objection having been filed and no hearing being necessary, it is, by the United States Bankruptcy Court for the District of Maryland hereby

ORDERED that the Debtor be and hereby is authorized to sell real property known as 114 Mountain Road, Glen Burnie, MD Unit 2C free and clear of liens, with liens attaching only to the proceeds in the order of their priority, and it is further

ORDERED that the Debtor is authorized to pay closing expenses 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
Richard Rogers
Council of Unit Owners, Sun Valley Condominium
Anne Arundel County Maryland