

As Amended on February 13, 2017
RESOLUTION NO. 2725

A RESOLUTION OF THE CITY OF SALISBURY TO WAIVE OUTSTANDING CHARGES, LIENS AND/OR JUDGMENTS AND PURCHASE IMPROVED REAL PROPERTY LOCATED AT 306 NEWTON STREET FROM U.S. BANK NA IN FURTHERANCE OF THE GOALS OF THE COMMUNITY DEVELOPMENT INITIATIVE.

WHEREAS, the seller, U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, owns improved residential property located at 306 Newton Street, which was acquired by foreclosure of the Deed of Trust for the property purchased by George and Susie Copeland by deed dated February 20, 1980 and recorded in the Wicomico County, Maryland Land Records in Liber 938, folio 66-68; and

WHEREAS, the property has been vacant and condemned for a minimum of four years and has contributed to blight and nuisance to the neighborhood; and

WHEREAS, there are outstanding charges, liens and judgments due to the City of Salisbury for code violations and water bills for the years 2009 through 2016 for the property in the amount of \$9,783.89; and

WHEREAS, the City of Salisbury Department of Housing and Community Development desires to purchase the property as part of its Community Development Initiative, make renovations, and to serve as a community center for non-profit and community based organizations, to be determined by the Youth Development Advisory Committee; and

WHEREAS, the attached Contract of Sale for the property is authorized to be signed to purchase the property.

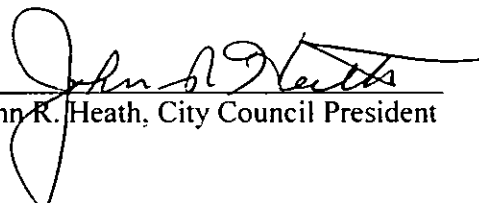
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby agree to waive outstanding charges, liens and/or judgments due to the City of Salisbury and purchase the 306 Newton Street property previously owned by ~~from~~ George A. and Susie M. Copeland for \$35,000 in accordance with the terms contained in the attached Contract of Sale, contingent on the property having a clear title.

IT IS FURTHER RESOLVED that the Mayor is hereby authorized to negotiate, execute and deliver all documents on behalf of the City of Salisbury in connection with the purchase of this property and to take any action which is necessary to consummate the transactions described herein.

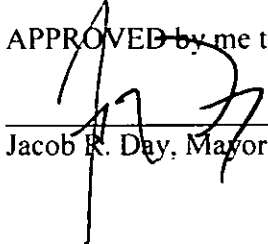
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13 day of February, 2017 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols, City Clerk


John R. Heath, City Council President

APPROVED by me this 14th day of FEBRUARY, 2017


Jacob R. Day, Mayor

Memo

To: Julia Glanz
From: Susan Phillips
Date: 2/13/2017
Re: Purchase of 306 Newton Street

Attached please find a resolution and purchase contract that will have the effect of purchasing 306 Newton Street from George A. and Susie M. Copeland.

306 Newton Street is a property that has been vacant and condemned for a minimum of four (4) years. The condition of this structure and lack of maintenance has contributed to blight and nuisance to the neighborhood.

The intention of this purchase is to serve as a community center for non-profit and community based organizations, to be determined by the Youth Development Advisory Committee. This location is optimal due to the close proximity to the Newton Street "Tot Lot" Playground and the Camden Community Garden.

Unless you have any questions please forward this memorandum to the Mayor and City Council.

ADDENDUM TO CONTRACT - Select Portfolio Servicing

Street Address: 306 NEWTON STREET, SALISBURY, MD 21801

Property #: 0015218894

Seller: U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, on behalf of the registered holders of Bear Stearns Asset Backed Securities I Trust 2006-HE5, Asset-Backed Certificates, Series 2006-HE5

Buyer(s): City of Salisbury

Date: 12/29/2016

Accepted Offer Details

Item	Detail	Item	Detail
Offer/Addendums Signed	No	Loan Down Payment	
Offer Price	\$35,000	Loan Amount	
Closing Date	1/20/2017	Buyer's points/\$	No
Initial Earnest Money	\$3,500	Other Seller's Costs	Yes
Earnest Money in form of	Cashier check	Buyer Termite Report cost credit	Amt:
Per Diem Rate	\$100	Buyer Home Protection Plan cost credit	
Attorney Contingency	No	Buyer FHAVA cost credit as amount	
Inspection(s) Contingency	No	Concession #1: AS-IS! NO INSPECTIONS. NO CONTINGENCIES.	
Mortgage Contingency	No	Concession #2: CITY AGREES TO WAIVE ALL FINES AND LIENS AT CLOSING.	
Cash Offer	Yes	Concession #3:	
Proof of Funds	No	Concession #4:	
Mortgage Pre-Approved		Buyer premium:	
Mortgage Conditions			
Loan Type			

Select Portfolio Servicing, Inc.

Addendum to Real Estate Purchase Contract

LOAN No.: Refer to Property#:

NOTICE: The property that is the subject of this Addendum is subject to prior sale or withdrawal from the market at any time, without notice, and Select Portfolio Servicing, Inc. reserves the right to consider and reject any and all offers received for the property. Any offer to purchase must be based solely on the purchaser's own investigation and no representations or warranties will be made by Select Portfolio Servicing, Inc. except as may be provided in this Addendum, and any sale will be subject to the terms and conditions of this Addendum.

THIS ADDENDUM TO REAL ESTATE PURCHASE CONTRACT ("Addendum") is made a part of, and incorporated into, that certain Real Estate Purchase Contract dated the [Refer to Date] ("Contract") between Seller and Purchaser with regard to the Property (as such terms are defined below). This Addendum and the Contract are sometimes herein referred to collectively as the "Agreement."

"Seller" Name:

Select Portfolio Servicing, Inc., as attorney-in-fact

"Purchaser" Name:

[Refer to Buyer(s)]

"Property" address:

[Refer to Street Address]

Closing Date:

[Refer to Closing Date]

Purchase Price:

[Refer to Offer Price]

Lead Paint Disclosure:

Does the Property include a residential dwelling built prior to 1978? Check One (☒) Yes; (☐) No. If yes, the parties must complete the attached Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Not Binding Until Accepted By Seller.** Notwithstanding any verbal acknowledgment by Seller or any agent of Seller, Purchaser acknowledges and agrees that the Agreement is not binding on Seller unless and until approved by Seller's management and this Addendum is executed by all parties. The date of execution by Seller of this Addendum shall be referred to herein as the "Seller Acceptance Date." Notwithstanding Seller's acceptance, Purchaser acknowledges and agrees that the Property is subject to prior sale or withdrawal from the market by Seller at any time, without notice, and Seller reserves the right to consider and reject any and all offers received for the Property including Purchaser's offer.
2. **Purchase Price.** The purchase price for the Property shall be paid to Seller in immediately available funds (cashier's check, certified check or wire transfer) at the Closing (defined below).
3. **Earnest Money.** Immediately following Seller's acceptance of the Agreement, escrow will be opened by both parties with an escrow agent designated by Seller or otherwise acceptable to Seller. The Earnest Money deposit shall be deposited into the selling agent's earnest money trust account in accordance with the terms of the sales contract and statutory requirements. The Earnest Money shall be equal to the greater of (A) amount negotiated by the parties, (B) 3% of the Purchase Price or (C) \$1,000. [Refer to Earnest Money] to Listing Agreement and Escrow Agent. The selling agent shall provide proof to Listing Agent and Escrow Agent that the Earnest Money has been deposited into its real estate trust account prior to opening escrow.
4. **Time of the Essence; Closing Date.**
 - (a) Subject to Seller's right to extend the Closing Date (defined below), the parties agree that time is of the essence with respect to all dates specified herein, and Purchaser's performance under the Agreement and any addenda, riders or amendments thereto.
 - (b) The closing of the purchase and sale of the Property ("Closing") shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. The date of the Closing (Refer to Closing Date) shall take place on or before the date set forth [Refer to Closing Date], or within five (5) days of final loan approval by Purchaser's lender, whichever is earlier, unless the Closing Date is extended in a writing signed by Seller and Purchaser pursuant to Section 4(c) or otherwise extended by Seller under the terms of Section 19 of this Addendum. If the Closing does not occur by the Closing Date, or in any written extension, the Agreement shall automatically terminate and Seller shall retain any Earnest Money as liquidated damages.
 - (c) In the event Purchaser requests an extension of the Closing Date (which request shall be made in writing) and the Seller agrees to the extension, Purchaser shall pay to Seller a per diem extension fee ("Extension Fee") in the amount of [Refer to Per Diem] for each calendar day through and including the Closing Date specified in the written extension agreement. The Extension Fee shall be deposited in immediately available funds (cashier's check, certified check or wire transfer) with Seller or other party designated by Seller at the time of Purchaser's request to extend the Closing Date. Purchaser acknowledges and agrees that Seller will incur carrying costs related to any extension of the Closing Date and accordingly that the Extension Fee shall not be credited to Buyer at Closing and shall be in addition to the Purchase Price. The Extension Fee shall be nonrefundable to Purchaser except in the event Seller terminates the Agreement pursuant to Section 19.
5. **Financing Contingency.** Purchaser's obligation to purchase the Property under the Agreement: IS or IS NOT contingent [Refer to Mortgage Contingency] on Purchaser obtaining financing for the purchase of the Property.
 - (a) If Purchaser's obligation to purchase the Property is contingent on financing, Purchaser shall apply for and diligently pursue thereafter a loan at prevailing rates, terms and conditions. Purchaser shall complete and submit to a mortgage lender an application for a mortgage loan prior to the Seller's Acceptance of the offer. Purchaser shall use diligent efforts to obtain a mortgage loan commitment within the time period [Refer to Mortgage Contingency] of the date of Seller Acceptance Date. If, despite Purchaser's diligent efforts, Purchaser cannot obtain a mortgage loan commitment within the specified period, then either Purchaser or Seller may terminate the Agreement by giving written notice to the other party. In the event of a proper and timely termination of the Agreement under this Section 5(a), the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation to each other under the Agreement.
 - (b) Purchaser shall ensure that the lender selected by Purchaser to finance the sale shall provide applicable funding to the settlement agent selected by Seller on or before the date of settlement. Purchaser shall further ensure that the selected lender shall provide all lenders prepared closing documentation in the settlement agent no later than 48 hours prior to settlement or such earlier date as required by law. Purchaser acknowledges and agrees that Purchaser shall be in default under Section 20 of this Addendum if Purchaser's lender fails to fund and/or provide closing documentation as required by this Section 5(b) and that any extensions to Closing shall be subject to the provisions of Section 4(c) of this Addendum.
6. **Inspection.**
 - (a) On or before [Refer to Inspection Contingency Date] of the Seller Acceptance Date, Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property; otherwise, Purchaser shall be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the condition of the Property for all purposes. Purchaser shall keep the Property free and clear of liens and indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, including attorney and paralegal fees, related to Purchaser's inspection. Purchaser shall promptly repair all damages arising from or caused by the inspections.
 - (b) Purchaser shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law. In any event, Purchaser shall provide written notice to Seller prior to any inspection to be made by any government building or zoning inspector or government employee.
 - (c) If Seller has winterized the Property and Purchaser desires to have the Property inspected, the listing agent will, with Seller's prior consent, have the Property de-winterized prior to inspection and re-winterized after inspection. (d) Within three (3) calendar days of receipt of any inspection report prepared by or for Purchaser, but not later than (the expiration of the [Refer to Inspection Contingency Date], whichever first occurs, Purchaser will provide written notice to Seller of any disapproved items. Purchaser's failure to provide written notice shall be deemed as acceptance of the condition of the Property. Upon request by Seller, Purchaser shall provide to Seller, at no cost, complete copies of all inspection reports upon which Purchaser's disapproval of the condition of the Property is based. In no event shall Seller be obligated to make any repairs or replacements whatsoever that may be indicated in Purchaser's inspection reports. Seller may, in its sole discretion, make such repairs to the Property under the terms described in Section 8 of this Addendum. If Seller elects not to repair the Property, Purchaser may cancel the Agreement not later than three (3) calendar days from the Seller's notification of election not to repair the property and the Earnest Money shall be returned to Purchaser. If Seller elects to make any such repairs to the Property, Seller shall notify Purchaser after completion of the repairs and Purchaser shall have three (3) calendar days from the date of notice to inspect the repairs and notify Seller of any disapproved items. Purchaser's failure to disapprove in writing such repairs shall be deemed as Purchaser's acceptance thereof.
 - (e) In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of Seller. Upon request, Purchaser will be allowed to review the report to obtain the same information and knowledge Seller has about the condition of the Property but Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of Seller. Purchaser shall not rely upon any such inspection reports obtained by Seller in making a decision to purchase the Property.

(f) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Purchaser, at Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, the planned unit development or the cooperative within seven (7) days of the Seller Acceptance Date. Seller agrees to use reasonable efforts, as determined in Seller's sole discretion, to assist Purchaser in obtaining a copy of the covenants, conditions and restrictions and bylaws. Purchaser will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Purchaser does not notify Seller in writing, within ten (10) days of the Seller Acceptance Date, of Purchaser's objection to the covenants, conditions and restrictions and/or bylaws.

(g) This Section 8(g) shall govern and apply if the Property includes a residential dwelling built prior to 1978. The parties agree to execute and deliver the attached DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. Unless Purchaser has waived the right to conduct an inspection, the following shall apply:

OPPORTUNITY TO CONDUCT A LEAD PAINT RISK ASSESSMENT OR INSPECTION

Purchaser's obligation to purchase the Property is conditioned upon Purchaser's approval of 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 ("Risk Assessment") of the Property shall be paid for by Purchaser and shall be conducted by individuals or entities of Purchaser's choice. Seller shall cooperate in making the Property available for the Risk Assessment. The deadline for Purchaser to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be ten (10) calendar days after Seller Acceptance Date.

If the results of the Risk Assessment are not acceptable to Purchaser, Purchaser may either (a) provide written objections to Seller as provided in Section 6 of this Addendum; or (b) immediately cancel the Agreement by providing written notice of cancellation to Seller by the Risk Assessment Deadline, together with a copy of the Risk Assessment report. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not immediately cancel the Agreement as provided above, Purchaser may, by the Risk Assessment Deadline, provide Seller with written objections and a copy of the Risk Assessment report. Purchaser and Seller shall have seven (7) calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Purchaser's objections. Seller may, but shall not be required to, resolve Purchaser's objections.

If Purchaser and Seller have not agreed in writing upon the manner of resolving Purchaser's objections, Purchaser may cancel the Agreement by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not deliver a written objection to Seller regarding the results of the Risk Assessment, or cancel the Agreement, any objections to the results of the Risk Assessment shall be deemed waived by Purchaser and Purchaser shall take the Property "AS-IS" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

7. Condition of Property. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS, AND SELLER CONSEQUENTLY HAS NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER. PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS-IS," "WHERE-IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS, ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, OR THE EXISTENCE OF MOLD (AS DEFINED BELOW), WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. PURCHASER ACKNOWLEDGES THAT SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

(a) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY OR SAFETY OF THE PROPERTY OR IMPROVEMENTS.

(b) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ENVIRONMENTAL, ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE.

(c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO PURCHASER, WOULD CAUSE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

(d) Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to herein as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repair of the Property. Purchaser acknowledges that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repair or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property, and Purchaser has not in any way relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

(e) In the event the Property is affected by an environmental hazard, as determined by Seller, either party may terminate the Agreement. In the event Seller decides to sell the Property to Purchaser and Purchaser agrees to purchase the Property, Purchaser agrees to execute an indemnity and general release at Closing, in a form acceptable to Seller, releasing Seller from any liability related to environmental hazards or conditions on the Property. In the event Purchaser elects not to execute the disclosure and release, the Agreement shall, at Seller's discretion, automatically terminate and be of no further force or effect.

(f) In the event Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, Seller may terminate the Agreement or delay the Closing Date or Purchaser may terminate the Agreement. In the event the Agreement is terminated by either Purchaser or Seller pursuant to this Section 7(f), any Earnest Money shall be returned to Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither Purchaser nor Seller terminate the Agreement, Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, and (c) to resolve the deficiencies as soon as possible after the

Closing. Purchaser agrees to execute any and all documents necessary or required for Closing by any agency with jurisdiction over the Property. Purchaser further agrees to indemnify Seller from any and all claims or liability arising from Purchaser's breach of this Section 7(f).

(g) The Closing shall constitute acknowledgment by Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to Purchaser. Purchaser agrees that Seller shall have no liability for any claims or losses Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

(h) Purchaser acknowledges and agrees that neither Seller nor Seller's agents have made nor will make any oral or written representation or warranty regarding the accuracy of the address of the Property.

(i) Purchaser acknowledges and agrees that the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. Accordingly, to the fullest extent allowed by law, Seller shall be exempt from providing or filing any disclosure statement with respect to the Property and Purchaser acknowledges and agrees to assume any disclosure obligations of Seller. Purchaser shall execute and deliver to Seller at or prior to Closing such further documents as Seller or its representatives may request with respect to the foregoing. If disclosures are required by state law, Purchaser hereby agrees to waive such requirements. If required by state law, Purchaser shall, upon request, execute a written waiver of the disclosure provisions of state law.

8. Repairs. Unless otherwise provided in Section 30 of this Addendum, Seller shall have no obligation to pay for or perform any inspections or repairs to the Property whatsoever. In the event Seller agrees to pay for or perform any inspections or repairs, this Section 8 shall govern such inspections or repairs.

(a) If Seller has agreed to pay for treatment of wood infesting organisms, Seller shall treat only active infestation. All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by Seller, and will be subject to Seller's satisfaction only. Neither Purchaser nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to the Closing without the prior written consent of Seller. To the extent that Purchaser or its representatives make repairs and/or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments.

(b) Purchaser acknowledges that all repairs and treatments are done for the benefit of Seller and not for the benefit of Purchaser and that Purchaser has inspected or has been given the opportunity to inspect such repairs and treatments. Any repairs or treatments made or caused to be made by Seller shall be completed prior to the Closing. Under no circumstances shall Seller be required to make any repairs or treatments after the Closing Date.

(c) Purchaser acknowledges that the Closing of this transaction shall be deemed Purchaser's reaffirmation that Purchaser is satisfied with the condition of the Property for all purposes and satisfied with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. Seller shall not be obligated to obtain or provide to Purchaser any receipts for repairs or treatments, written statements indicating dates or types of repairs or treatments performed, or copies of such receipts or statements, nor any other documentation regarding any repairs and treatments to the Property. SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY WHATSOEVER.

9. Occupancy Status of Property.

(a) Purchaser acknowledges that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property, unless otherwise noted in Section 30 of this Addendum. Purchaser acknowledges and agrees that the Closing of this transaction shall be deemed Purchaser's reaffirmation that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 30 of this Addendum. Seller, its representatives, agents and assigns shall not be responsible for evicting or relocating any tenants or occupants or personal property at the Property prior to or subsequent to the Closing unless otherwise specifically agreed to in writing by Seller.

(b) Purchaser further acknowledges and agrees that Seller is not, to the best of Purchaser's knowledge, holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone, and Purchaser agrees that no sums representing such tenant security deposits shall be transferred to Purchaser as part of this transaction. Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rent, due and payable and collected from tenants for the month in which the Closing occurs, will be prorated according to the provisions of Section 11 of this Addendum.

(c) Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that as of the Closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, shall be Purchaser's sole responsibility and cost.

(d) If the Property is located in Alabama, Purchaser understands that the Property may be subject to redemption by the prior owner upon payment of certain sums and Purchaser may be dispossessed of the Property. Purchaser is advised to consult with an attorney to fully understand the import and impact of the foregoing. Purchaser acknowledges and agrees Purchaser shall have no recourse against Seller whatsoever in the event the right of redemption is exercised.

10. Personal Property. Purchaser acknowledges and agrees that items of equipment, fixtures, and other items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced in Section 30 of this Addendum. Any Personal Property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. Seller makes no representation or warranty as to the condition of any Personal Property, title thereto, or whether any personal property is encumbered by any liens or other adverse claims by third parties. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of the Closing. ANY PERSONAL PROPERTY SOLD BY SELLER SHALL BE ACCEPTED BY PURCHASER ON AN "AS IS, WHERE IS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

11. Closing Costs and Adjustments.

(a) Purchaser and Seller agree to prorate the following expenses as of Closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. In determining proration, responsibility for the day on which funding occurs shall be allocated to Purchaser. Payment of special assessment district bonds and assessments, and payments of homeowner's association of special assessments shall be paid current and prorated between Purchaser and Seller as of the Closing Date with payments not yet due and owing to be assumed by Purchaser.

without credit toward the Purchase Price. Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All proration shall be based upon a 30-day month and, except as otherwise provided herein, all such proration shall be final. Seller shall not be responsible for any amounts due, paid or to be paid after Closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller. If the Property is heated or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Purchaser will buy the fuel in the tank at Closing at the current price as calculated by the supplier.

(b) Except as expressly assumed by Seller in Section 30 of this Addendum, Purchaser shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the transaction contemplated by the Agreement.

(c) Purchaser shall pay the cost of any survey. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Purchaser in the manner customary for residential real estate transactions in the metropolitan area or city in which the Property is located.

(d) SELLER AGREES TO PAY THE PREMIUM FOR AN OWNER'S POLICY OF TITLE INSURANCE ONLY IF THE OWNER'S POLICY IS ISSUED BY SELLER'S SELECTED TITLE AGENT. NOTWITHSTANDING LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, IF PURCHASER SELECTS A TITLE AGENT TO ISSUE THE OWNER'S POLICY OF TITLE INSURANCE, PURCHASER SHALL BE OBLIGATED TO PAY THE ENTIRE PREMIUM FOR SUCH POLICY AND SELLER SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF SUCH PREMIUM.

(e) Seller shall pay a real estate commission pursuant to the listing agreement between Seller and Seller's listing broker.

(f) All other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Purchaser.

12. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seller to Purchaser, Purchaser shall deliver all funds due Seller from the sale in the form of certified check, cashier's check, or wire transfer.

13. Governmental Required Permits and Repairs. Except as prohibited by law, if the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Purchaser acknowledges and agrees that Purchaser shall be responsible for obtaining any and all of the Permits and Repairs at Purchaser's sole cost and expense. Purchaser shall make application for all Permits and Repairs within ten (10) days of the Seller Acceptance Date. Purchaser shall not have the right to delay the Closing due to Purchaser's failure or inability to obtain any required Permits and Repairs. Unless Seller declines to consent to a required inspection or repair to the Property, the failure of Purchaser to obtain and furnish the Permits and Repairs shall constitute a material breach of the Agreement. Notwithstanding the foregoing, neither Purchaser nor its representatives shall enter upon the Property to make any repairs or treatments prior to the Closing without the prior written consent of Seller. To the extent the Purchaser or its representatives make repairs or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments. If the Property is located in a jurisdiction that requires Permits and Repairs and Seller declines to consent to a required inspection or repair to the Property, the Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.

14. Delivery of Possession of Property. Seller shall deliver possession of the Property to Purchaser at the Closing and funding of the sale. Pursuant to Section 9 of this Addendum, the delivery of possession shall be subject to the rights of any tenants or parties in possession. If Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Purchaser under the Agreement and Seller may terminate the Agreement and Purchaser shall be liable to Seller for damages (including attorneys' fees and costs) caused by any such alteration or occupation of the Property prior to Closing and funding, and Purchaser waives any and all claims for damages or compensation for improvements made by Purchaser to the Property, including but not limited to any claims for unjust enrichment. Without limiting any remedy of Seller under this Addendum at law or in equity, Seller shall also have the right to terminate the Agreement and retain the Earnest Money as liquidated damages for Purchaser's default under this Section.

15. Form of Deed. The deed to be delivered at Closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" in the Agreement shall be construed to such form of deed.

16. Defects in Title. If Purchaser raises an objection to title to the Property or if the seller discovers a defect in title which, if valid, would make title to the Property uninsurable, Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Purchaser. If Seller chooses to correct the problem through reasonable efforts, as determined by Seller in its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company selected by Seller at regular rates containing affirmative coverages for the title objections, then the Agreement shall remain in full force and Purchaser shall perform pursuant to the terms set forth in the Agreement. Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove those exceptions. Purchaser acknowledges that Seller's title to the Property may be subject to court approval of a foreclosure or to a mortgagor's right of redemption. In the event Seller is not able to (a) make the title insurable or correct any problems or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and any Earnest Money shall be returned to Purchaser and Seller shall have no further obligation or liability to Purchaser hereunder. Section 19(b) of this Addendum also provides that Seller may extend the Closing Date or terminate the Agreement if Seller determines, in Seller's sole and absolute discretion, that Seller is unable to convey insurable title to the Property.

17. Representations and Warranties. Purchaser hereby represents and warrants to, and covenants and agrees with, Seller as to the following matters (all representations, warranties and covenants are true on the date hereof and shall be true as of the Closing) with the understanding that Seller is relying on these representations, warranties and covenants in effecting the transactions contemplated hereby:

(a) Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its servicers, representatives, brokers, employees, agents or assigns;

(b) This Addendum shall be binding and enforceable against Purchaser in accordance with its terms, and upon Purchaser's execution of the additional documents contemplated by this Addendum, they shall be binding and enforceable against Purchaser in accordance with their terms. The execution and delivery of this Addendum and Purchaser's performance of the obligations hereunder does not require any consents or approvals of any third persons;

(c) This Addendum will not, with or without the giving of notice or the lapse of time or both, violate or conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party, or by which Purchaser is bound;

- (d) Neither Seller nor its servicers, employees, representatives, brokers, agents or assigns, have made any representations or warranties, implied or expressed, relating to the marketability, insurability or condition of the Property or the contents thereof, except as expressly set forth in Section 30 of this Addendum;
- (e) Purchaser has not relied on any representation or warranty from the Seller regarding the marketability, insurability or condition of the Property or the contents thereof, or the nature, quality, or workmanship of any repairs made by Seller; and
- (f) Purchaser will not occupy, or cause or permit others to occupy, the Property prior to Closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after Closing.
18. WAIVERS BY PURCHASER, AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER WAIVES THE FOLLOWING:
- (a) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;
- (b) ANY RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD OR FILE THE CONTRACT, THIS ADDENDUM OR ANY MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;
- (c) ANY RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT, IF INVOKED, WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY PURCHASER;
- (d) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;
- (e) ANY AND ALL CLAIMS FOR FAILURE OF CONSIDERATION OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THE AGREEMENT;
- (f) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THE AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY, WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;
- (g) ANY RIGHT TO TRIAL BY JURY, EXCEPT AS WAIVER THEREOF IS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM, OR CONNECTED WITH OR RELATED TO THE AGREEMENT;
- (h) ANY CLAIMS FOR LOSSES PURCHASER MAY INCUR AS A RESULT OF PURCHASER'S DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO COST OF ANY INSPECTIONS OF OR REPORTS FOR THE PROPERTY, AND CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;
- (i) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO MOLD, LEAD PAINT, FUEL OIL, ALLERGENS OR OTHER TOXIC SUBSTANCES OF ANY KIND;
- (j) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE MARKETABILITY, INSURABILITY OR CONDITION OF THE PROPERTY, HABITABILITY, LACK OF SUITABILITY AND FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE;
- (k) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND
- (l) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO: ANY DISCREPANCY BETWEEN THE PROPERTY'S ADDRESS AND THE PROPERTY INSPECTED BY PURCHASER; THE PROPERTY HAVING AN INCORRECT MUNICIPAL ADDRESS; OR EITHER SELLER'S OR PURCHASER'S AGENT SHOWING PURCHASER AN INCORRECT PROPERTY. IN THE EVENT OF CONFLICT BETWEEN THE MUNICIPAL ADDRESS OF THE PROPERTY AND THE LEGAL DESCRIPTION OF THE PROPERTY, THE LEGAL DESCRIPTION SHALL CONTROL.

References to the "Seller" in this Section 18 shall include Seller and Seller's servicers, representatives, agents, brokers, employees and assigns. In the event that the Purchaser breaches or disregards, or attempts to disavow, any of the representations, warranties or waivers described or contemplated under Section 17 or Section 18 of this Addendum, the Purchaser shall pay all reasonable attorney's fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such representation, warranty or waiver, or (ii) defending any action initiated by the Purchaser for the purpose or relating to any such breach, disregard or disavowal, and Purchaser shall pay Five Thousand Dollars (\$5,000.00) as liquidated damages for such attempted or actual breach, disregard or disavowal, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 25 of this Addendum.

19. Conditions to Seller's Performance. Seller shall have the unilateral right, at Seller's sole and absolute discretion, to extend the Closing Date or to terminate the Agreement if:
- (a) Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) Seller determines, in its sole and absolute discretion, that it is unable to convey insurable title to the Property through a title insurance company selected by Seller at regular rates;
- (c) Seller has either sold or has agreed to sell the loan secured by the Property to another party;
- (d) Full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing or the date set forth herein for closing;
- (e) Any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal, option or similar right to purchase the Property;
- (f) Seller determines, in its sole and absolute discretion, that the sale of the Property to Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (g) Seller has transferred and conveyed the Property to a third party;

(h) the Purchaser is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute default under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or

(i) The Purchase Price is insufficient to pay the sum of the closing costs, taxes, commissions, and any liens on or obligations secured by the Property that Seller has agreed to pay hereunder.

In the event Seller elects to terminate the Agreement as a result of any of the foregoing, the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

20. Remedies for Default.

(a) In the event of Purchaser's default, material breach or material misrepresentation of any fact under the terms of the Agreement, Seller, at its option, may retain the Earnest Money and any other funds paid by Purchaser as liquidated damages and/or invoke any other remedy expressly set forth in the Agreement and Seller is automatically released from the obligation to sell the Property to Purchaser and neither Seller nor its representatives, agents, attorneys, successors or assigns shall be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey the Property. PURCHASER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS ADDENDUM, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY UNDER THIS SECTION 20, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM PURCHASER.

(b) Seller shall only be in default under the Agreement if Purchaser delivers written notice to Seller detailing the default and Seller fails to cure such default within 20 days of receipt of such written notice (or such longer period of time as may be necessary, provided that Seller diligently pursues such cure). If Seller is in default hereunder or if Seller terminates the Agreement as provided under the provisions of the Agreement, Seller shall be entitled to the return of the Earnest Money as Purchaser's sole and exclusive remedy at law or in equity. Any reference to a return of the Earnest Money in the Agreement shall mean a return of the Earnest Money less any escrow cancellation fees applicable to Purchaser under the Agreement, and less fees and costs payable for services and products provided during escrow at Purchaser's request. Purchaser waives any claim that the Property is unique and Purchaser acknowledges that a return of its Earnest Money can adequately and fairly compensate Purchaser. Upon return of the Earnest Money to Purchaser, the Agreement shall be terminated, and Purchaser and Seller shall have no further liability, no further obligation, and no further responsibility each to the other, and Purchaser and Seller shall be released from any further obligation each to the other in connection with the Agreement, except the rights and obligations that survive pursuant to Section 26 of this Addendum.

(c) Purchaser agrees that Seller shall not be liable to Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by Purchaser in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to the Agreement or a breach thereof.

(d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of or excuse for any different or subsequent breach.

(e) In the event either party elects to exercise its remedies as described in this Section 20 or the Agreement is terminated, the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

21. Indemnification. Purchaser agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, fees, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

(a) Inspections or repairs made by Purchaser or its agents, employees, contractors, successors or assigns;

(b) the imposition of any fine or penalty imposed by any governmental entity resulting from Purchaser's failure timely to obtain any permits, approvals, repairs or inspections, or to comply with all applicable laws, rules, ordinances and regulations;

(c) claims for amounts due and owing by Seller for taxes, homeowner's association dues or assessment, or any other terms prorated at Closing under Section 11 of this Addendum;

(d) The breach by Purchaser of any of the terms and conditions of the Agreement; and

(e) Purchaser's or Purchaser's tenants, agents or representative's use or occupancy of the Property prior to Closing and funding.

22. Risk of Loss. Regardless of local custom or practice, Purchaser assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after Seller's acceptance of the Agreement and prior to Closing and funding, Seller may, at its sole discretion, repair or restore the Property, or Seller may terminate the Agreement. If Seller elects to repair or restore the Property, then Seller may, at its sole discretion, limit the amount to be expended. If Seller elects to repair or restore the Property, Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then current condition at the Purchase Price with no reduction thereof by reason of such loss, or terminate the Agreement and receive a refund of any Earnest Money.

23. Eminent Domain. In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either party may terminate the Agreement and the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or liabilities hereunder except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

24. Keys. Purchaser understands that if Seller is not in possession of keys, including but not limited to mailbox keys, recreation area keys, gate cards or automatic garage door remote controls, then the cost of obtaining the same will be the responsibility of Purchaser. Purchaser also understands that if the Property includes an alarm system, Seller cannot provide the access code or key. Purchaser shall be responsible for any costs associated with the alarm, changing the access code or obtaining keys. Purchaser is encouraged to re-key the Property after Closing. Purchaser agrees to hold Seller harmless regarding any theft or damage of personal property.

25. Liquidated Damages. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF ANY MATERIAL DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO COMPUTE AND THAT THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES AS ESTABLISHED BY THE PARTIES THROUGH GOOD FAITH CONSIDERATION OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE TRANSACTION CONTEMPLATED UNDER THE AGREEMENT AS OF THE DATE HEREOF. IN THE EVENT OF SUCH DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO RETAIN SUCH AMOUNTS AS LIQUIDATED DAMAGES. THE PURCHASER HAS INITIALED BELOW TO ESTABLISH THIS INTENT TO ESTABLISH LIQUIDATED DAMAGES.

26. **Survival.** Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement. Notwithstanding anything to the contrary to the Agreement, the provisions of Sections 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 25 and 27(a) of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the Closing, funding and the delivery of the Deed and/or termination of the Agreement by any party and continue in full force and effect.

27. **General Provisions.**

(a) **Attorneys' Fees.** If either party commences any litigation or judicial action to determine or enforce any of the provisions of the Agreement, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including but not limited to reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.

(b) **Further Assurances.** Purchaser agrees to execute and deliver to Seller at Closing or as otherwise requested by Seller, documents referenced in this Addendum or requested by Seller, and to take such other action as may be reasonably necessary to further the purpose of the Agreement. Copies of referenced documents are available from Seller's listing agent upon request by Purchaser.

(c) **Severability.** If any provision of this Addendum shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this

Addendum shall remain unaffected and this Addendum shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

(d) **Assignment of Agreement.** Purchaser shall not assign the Agreement without the express written consent of Seller. Seller may assign the Agreement at its sole discretion without prior notice to or consent of Purchaser.

(e) **EFFECT OF ADDENDUM.** IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED TO AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW. THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND ANY ESCROW INSTRUCTIONS.

(f) **Authority.** The undersigned is executing this Addendum and the Contract on behalf of a Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he or she is authorized by that entity to enter into this Addendum and the Contract and bind the entity to perform any duties and obligations stated in this Addendum and the Contract.

(g) **Entire Agreement.** The Agreement, including the disclosure of information on lead-based paint or lead-based paint hazard or Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Purchaser and Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants and agreements, whether written or oral and there are no oral, or other written agreements between Purchaser and Seller. NO ORAL PROMISES, REPRESENTATIONS (EXPRESS OR IMPLIED) WARRANTIES OR AGREEMENTS MADE BY SELLER OR BROKER OR ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE DEEMED VALID OR BINDING UPON SELLER UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT. All negotiations are merged into the Agreement. Seller shall not be obligated by any other written or verbal statements made by Seller, Seller's representatives or any real estate licensee.

(h) **Modification.** No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Purchaser and Seller.

(i) **No Third-Party Beneficiaries.** The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors or assigns, that is not a party to the Agreement, nor does it create or establish any third-party beneficiary to the Agreement.

(j) **Counterparts.** This Addendum may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. This Addendum may be delivered by facsimile.

(k) **Headings.** The titles to the sections and headings of various paragraphs of this Addendum are placed for convenience of reference only and in case of conflict, the text of the Addendum, rather than such titles or headings, shall control.

(l) **No Partnership.** The Agreement is not intended to create and does not create a joint venture or partnership between Purchaser and Seller.

(m) **Gender.** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

(n) **Force Majeure.** Except as provided in Section 22, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, acts of terrorism, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

(o) **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement; accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

(p) **Notices.** Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to Seller will be deemed sent or delivered to Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent at the address or fax number shown below.

(q) **Dispute Resolution.** Notwithstanding any provision of the Contract to the contrary, the parties acknowledge and agree that any alternative dispute resolution, mediation and/or arbitration provisions contained in the Contract are expressly voided and are of no force or effect.

(r) **Facsimile or Electronic Signatures.** Seller and Purchaser agree that a signature on this document that is electronically transmitted via facsimile or the internet is intended to have the same legal effect and shall be as enforceable against the signor as an original signed counterpart where the signature is affixed manually.

28. **As a precondition to the purchase of the Property and by signing this Addendum, the Buyer(s) hereby certifies that he/she/they/it is or are not an employee or immediate family member of an employee of Select Portfolio Servicing, Inc. or an affiliate, direct or indirect subsidiary and the same with respect to any SPS vendor including but not limited to real estate agents and those who perform property preservation and is/are therefore prohibited from purchasing the Property for this reason.**

29. Name in which Property will be purchased. Purchaser acknowledges and agrees that title to the property will be held in name(s) of [Refer to Buyer] on page one of this addendum. Any changes to the spelling, grammar or name in which title should be vested must be completed below.

City of Salisbury
Purchaser Name (Please print legibly)

Jacob R. Day, Mayor
Purchaser Name (Please print legibly)

30. Additional Terms or Conditions.

PURCHASER'S OFFER

Purchaser has executed this Addendum as of the 3 day of January, 2017

Signature: ✓

Print Name (or name if a company): ✓

Title (if a company): ✓

Address: ✓

Telephone: ✓

Facsimile:

Signature:

Print Name (or name if a company):

Title (if a company):

Address:

Telephone:

Facsimile:

SELLER'S ACCEPTANCE

Select Portfolio Servicing, Inc., a Utah corporation

By:

Print Name:

Title:

Date:

AGENT ACKNOWLEDGEMENT

Accepted and agreed:

Seller's Agent: Name: <u>Lynette Bridges-Cathia</u> Print Signature: <u>[Signature]</u> Date: <u>1-3-17</u>	Purchaser's Agent: Name: <u>Lynette Bridges-Cathia</u> Print Signature: <u>[Signature]</u> Date: <u>1-3-17</u>
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**Lead Warning Statement**

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER:

Select Portfolio Servicing, Inc., a Utah Corporation

By: _____

Name:

(Print)

Title _____

Date:

PURCHASER:

By: ☒ _____

Name:

(Print)

City of Salisbury

Date:

1/3/2017

https://www.exceleras.com/docpgs/db_Addendum_A.aspx?d=1471067&t=7404528

AGENT:

By: _____

Name: _____

(Print)

Lynette Bridges-Catka

Date: _____

1-3-17



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

HILEMAN REAL ESTATE, INC.

(Firm Name)

act as a Dual Agent for me as the

X Seller in the sale of the property at: 306 Newton Street, Salisbury, MD 21801

 Buyer in the purchase of a property listed for sale with the above-referenced broker.

Signature

Date

Signature

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property:

306 Newton Street, Salisbury, MD 21801

Property Address

Signature

Date

Signature

Date

City Of Salisbury

- The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

City Of Salisbury

Name(s) of Buyer(s)

Signature

Date

Signature

Date

US Bank NA



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: January 3, 2017

2. SELLER: US Bank NA

3. BUYER: City Of Salisbury

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 306 Newton Street located in Salisbury Wicomico City/County, Maryland, Zip Code 21801 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 Thirty-Five Thousand Dollars (\$ 35,000.00).

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 Three Thousand, Five Hundred Dollars (\$ 3,500.00) 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: BY ATTORNEY

(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 January 20, 2017 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:

☐ Conventional Financing Addendum ☐ USDA Financing Addendum ☐ Owner Financing Addendum
☐ FHA Financing Addendum ☐ Assumption Addendum ☒ No Financing Contingency
☐ VA Financing Addendum ☐ Gift of Funds Contingency Addendum ☐ 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.



Buyer _____ / _____
Hillemann Real Estate Inc. - Main Office, 11065 Cathell Rd Berlin, MD 21811
Lynette Bridges-Cutha

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Seller _____ / _____
Phone: (410) 397-3128 Fax: 410-723-9433



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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 _____ Buyer _____ Buyer _____ Inspection(s) Declined ND 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 type="checkbox"/> Refrigerator(s) # _____	<input type="checkbox"/> Wall Oven(s) # _____
<input type="checkbox"/> Ceiling Fan(s) # _____	<input 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 type="checkbox"/> Clothes Dryer	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Screens	<input type="checkbox"/> Window A/C Unit(s) # _____
<input type="checkbox"/> Clothes Washer	<input type="checkbox"/> Garage Opener(s) # _____	<input type="checkbox"/> Shades/Blinds	<input type="checkbox"/> Window Fan(s) # _____
<input type="checkbox"/> Cooktop	<input type="checkbox"/> w/remote(s) # _____	<input type="checkbox"/> Storage Shed(s) # _____	<input type="checkbox"/> Wood Stove
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Storm Doors	
<input type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> Storm Windows	
<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Intercom	<input 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 ND / _____

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Seller _____ / _____

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

JSJ / _____ (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.

JSJ / _____ (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.

JSJ / _____ (BUYER)

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.

JSJ / _____ (BUYER)

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

- | | |
|--|--|
| <input type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> As Is | <input type="checkbox"/> Notice to Buyer and Seller - Maryland Residential |
| <input type="checkbox"/> Cash Appraisal Contingency | <input type="checkbox"/> Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Condominium Resale Notice | <input type="checkbox"/> Notice & Disclosure of Deferred Water & Sewer Charges |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Property Inspections |
| <input type="checkbox"/> Disclosure of Leased Items Addendum | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Federal Lead-Based Paint and Lead-Based Hazards | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> Disclosure of Information | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer & | <input type="checkbox"/> Seller Contribution |
| <input type="checkbox"/> Recordation Tax | <input type="checkbox"/> Seller's Purchase of Another Property |

Buyer JSJ / _____

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Seller _____ / _____

- | | |
|--|---|
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Third Party Approval |
| <input type="checkbox"/> Local City/County Certifications/Registrations | <input 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 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.

Buyer J27 / _____

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Seller _____ / _____

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.

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 127

Seller _____ / _____

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.

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 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

Buyer /

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Seller /

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 Pages 10 and 11 of this Contract; (b) the two (2) named Sales Associates identified on Pages 10 and 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 provision 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.

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 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.

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

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City of Salisbury

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.mdflloodmaps.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 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

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Seller _____ / _____

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 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.

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Seller _____ / _____

(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 telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

Buyer's Signature
City of Salisbury

Date

14 FEB 17

Seller's Signature
US Bank NA

Date

Buyer's Signature

Date

Seller's Signature

Date

DATE OF CONTRACT ACCEPTANCE: _____

☐ Check if First-Time Maryland Homebuyer

Contact Information:

BUYER / NAME(S): City of Salisbury

MAILING ADDRESS: 125 N. Division St. Room 304
Salisbury, MD 21801

SELLER / NAME(S): US Bank NA

MAILING ADDRESS: _____

Buyer

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Seller

City of Salisbury

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: Hileman Real Estate, Inc.
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: Lynette Bridges-Catha LICENSE NUMBER: _____
OFFICE ADDRESS: 615 Bowman Drive, Salisbury, MD 21804
OFFICE PHONE: (443) 497-3128 BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: (443) 497-3128 SALES ASSOCIATE E-MAIL: smilin4shore@comcast.net

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

SELLING BROKERAGE COMPANY NAME: Hileman Real Estate, Inc.
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: Lynette Bridges-Catha LICENSE NUMBER: _____
OFFICE ADDRESS: 615 Bowman Drive, Salisbury, MD 21804
OFFICE PHONE: (443) 497-3128 BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: smilin4shore@comcast.net

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

**ACKNOWLEDGEMENT AND CERTIFICATION
OF PROSPECTIVE PURCHASER(S)**

RE: REO No.: 0015218894

Property address: 306 Newton Street Salisbury Md 21801

The undersigned hereby understands and acknowledges that JPMorgan Chase & Co. has a policy that prohibits employees including those associates on assignment through a provider of temporary employment and any relatives of such employees or associates (collectively, an "Employee"), of JPMorgan Chase & Co. and its affiliates including direct and indirect subsidiaries (collectively, the "Firm"), from purchasing any property owned or serviced by one of the Firm's subsidiaries as a result of a foreclosure proceeding or the acceptance of a deed-in-lieu of foreclosure. In addition, employees of the Firm's Mortgage Banking group are further prohibited from purchasing (a) a home in a short sale transaction where the loan is owned or serviced by the Firm or (b) a home at foreclosure sale where the loan is owned or serviced by the Firm. This policy covering the Firm's Mortgage Banking employees also extends to JPMorgan Chase Bank, N.A.'s Real Estate Owned ("REO") vendors and the employees and contractors of any REO Vendor in connection with the Property that is owned or serviced by the Firm (collectively, a "Vendor").

As a precondition to the purchase of the Property, the Buyer(s), by his/her/their/its signature(s) below, hereby certifies that he/she/they/it is are not an Employee of the Firm (including an employee of its Mortgage Banking group) or affiliated with a Vendor as defined above, and is/are therefore not prohibited from purchasing the Property for this reason.

Purchaser:

Signature:

City of Salisbury

Print Name:

City of Salisbury

Date:

2-14-17

Purchaser:

Signature:

17

Print Name:

Jacob R. Day

Date:

14 FEB 17

View Map	View GroundRent Redemption	View GroundRent Registration
Account Identifier: District - 13 Account Number - 018677		
Owner Name: COPELAND GEORGE A COPELAND SUSIE M		
Mailing Address: 10338 FIELDVIEW DR DELMAR DE 19940-		
Use: RESIDENTIAL Principal Residence: NO Deed Reference: /00938/ 00066		
Premises Address: 306 NEWTON ST SALISBURY 21801-0000		
Legal Description: BL-9 L-13B 306 NEWTON ST CITY OF SALIS		
Map:	Grid:	Parcel:
0111	0000	0218
Sub District:	Subdivision:	Section:
	0000	
Block:	Lot:	Assessment Year:
9	10	2016
Plat No:	Plat Ref:	
Special Tax Areas:		
Town: SALISBURY		
Ad Valorem:		
Tax Class:		
Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area
1920	3,780 SF	
Property Land Area	County Use	
8,889 SF		
Stories	Basement	Type
2 1/2	YES	STANDARD UNIT
Exterior	Full/Half Bath	Garage
BRICK	2 full	
Last Major Renovation		
Base Value		
Land:	Value As of 01/01/2016	Phase-in Assessments As of 07/01/2016
13,600	13,600	
Improvements	Value As of 01/01/2016	Phase-in Assessments As of 07/01/2017
58,400	77,500	
Total:	Value As of 01/01/2016	Phase-in Assessments As of 07/01/2016
72,000	91,100	78,367
Preferential Land:	Value As of 01/01/2016	Phase-in Assessments As of 07/01/2017
0		84,733
		0
Seller: CHALMERS, JAMES A ETAL		
Date: 02/20/1980		
Price: \$38,900		
Type: ARMS LENGTH IMPROVED		
Deed1: /00938/ 00066		
Deed2:		
Seller: BRUNER, FREDERICK M & SHIRLEY		
Date: 07/13/1976		
Price: \$29,400		
Type: ARMS LENGTH IMPROVED		
Deed1: /00000/ 00835		
Deed2:		
Seller:		
Date:		
Price:		
Type:		
Deed1:		
Deed2:		
Partial Exempt Assessments:		
County:	Class	07/01/2016
000		0.00
State:	Class	07/01/2017
000		0.00
Municipal:	Class	0.00 0.00
000		0.00 0.00
Tax Exempt:	Special Tax Recapture:	
Exempt Class:	NONE	
Homestead Application Status: No Application		

Susan Phillips

From: Connie Klaverweiden
Sent: Friday, December 2, 2016 11:02 AM
To: Susan Phillips
Subject: RE: 306 Newton St
Attachments: 20161202105615.pdf

Susan,

Attached are the bills. They total \$9708.88. All real estate taxes are paid.
The Water Dept has read the meter and there is a balance of \$75.01 due by 12/12/16 in addition to the statements that I sent you.

Connie Klaverweiden
Revenue Clerk II
Department of Internal Services/ Finance Division
City of Salisbury
125 N. Division Street, Room 103
Salisbury, MD 21801
410-548-3110



www.salisbury.md

From: Susan Phillips
Sent: Friday, December 02, 2016 9:28 AM
To: Connie Klaverweiden
Subject: 306 Newton St

Hi Connie –

What is the balance on the account of 306 Newton St? The City is getting ready to purchase this property.

Thanks,
Susan

Susan E. Phillips
Director
Housing and Community Development Department
City of Salisbury
207 W. Main Street, Suite 102
Salisbury, Maryland 21801

**The City of Salisbury**

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
12/02/2016	47031	\$8,583.88

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
GENERAL BILLING						
306 NEWTON STREET	18303	01/06/2014				
1 RUBBISH REMOVAL- 306 NEWTON STREET REMOVED ON 08/17/13		01/06/2014	\$135.00	\$0.00	\$0.00	\$205.88
2 BOXES, BUILDING MATERIAL, TRASH, ETC ADMINISTRATIVE FEE- 306 NEWTON STREET		01/06/2014	\$100.00	\$0.00	\$0.00	\$152.50
Bill Summary			\$235.00	\$0.00	\$0.00	\$358.38
GENERAL BILLING						
306 NEWTON STREET	18880	03/05/2014				
1 LABOR CHG/BOARD UP FEES-306 NEWTON ST		03/05/2014	\$225.00	\$0.00	\$0.00	\$299.25
2 FIRST VISIT ADMINISTRATIVE FEE-606 NEWTON STREET		03/05/2014	\$100.00	\$0.00	\$0.00	\$133.00
Bill Summary			\$325.00	\$0.00	\$0.00	\$432.25
GENERAL BILLING						
306 NEWTON STREET	18882	03/05/2014				
1 LABOR CHG/BOARD UP FEES-306 NEWTON ST		03/05/2014	\$100.00	\$0.00	\$0.00	\$133.00

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
47031	12/02/2016	\$8,583.88	\$

Credit Cards Accepted
Please Complete Information on Reverse Side.



↓ THIS IS YOUR RETURN ENVELOPE ↓

▲ 1. DETACH ALONG THIS PERFORATION. ▲
2. MOISTEN AND FOLD FLAP TO SEAL.

**The City of Salisbury**

125 N. Division Street
Salisbury, MD 21801-4940

Statement Date
12/02/2016
Customer Number
47031
Total Due
\$8,583.88

COPELAND, GEORGE A.
COPELAND, SUSIE M.
RE:306 NEWTON
9026 EXECUTIVE CLUB DRIVE
DELMAR, MD 21875

**The City of Salisbury**125 N. Division Street
Salisbury, MD 21801-4940**STATEMENT
Overflow Report**

COPELAND, GEORGE A.

Statement Date	Customer Number
12/02/2016	47031

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
Bill Summary			\$1,750.00	\$0.00	\$0.00	\$1,837.50
GENERAL BILLING						
25448 07/22/2016						
306 NEWTON STREET						
1 LABOR CHG/BOARD UP FEES-306 NEWTON ST	07/22/2016		\$300.00	\$0.00	\$0.00	\$315.00
2 ADMINISTRATIVE FEE-306 NEWTON ST	07/22/2016		\$100.00	\$0.00	\$0.00	\$105.00
Bill Summary			\$400.00	\$0.00	\$0.00	\$420.00
GENERAL BILLING						
25693 08/19/2016						
306 NEWTON STREET						
1 SIDEWALK WEED REMOVAL-306 NEWTON ST	08/19/2016		\$85.00	\$0.00	\$0.00	\$88.40
2 ADMINISTRATIVE FEE-306 NEWTON ST	08/19/2016		\$100.00	\$0.00	\$0.00	\$104.00
Bill Summary			\$185.00	\$0.00	\$0.00	\$192.40
GENERAL BILLING						
25694 08/19/2016						
306 NEW STREET						
1 GRASS CUT-306 NEWTON ST	08/19/2016		\$135.00	\$0.00	\$0.00	\$140.40
2 ADMINISTRATIVE FEE-306 NEWTON ST	08/19/2016		\$100.00	\$0.00	\$0.00	\$104.00
Bill Summary			\$235.00	\$0.00	\$0.00	\$244.40
GENERAL BILLING						
25807 08/29/2016						
306 NEWTON STREET						
1 RUBBISH REMOVAL-306 NEWTON ST	08/29/2016		\$325.00	\$0.00	\$0.00	\$344.50
2 ADMINISTRATIVE FEE-306 NEWTON ST	08/29/2016		\$100.00	\$0.00	\$0.00	\$108.00
Bill Summary			\$425.00	\$0.00	\$0.00	\$450.50
GENERAL BILLING						
25808 08/29/2016						
306 NEWTON STREET						
1 LABOR CHG/BOARD UP FEES-306 NEWTON ST FILL DIRT AND LABOR TO FILL IN FISH POND	08/29/2016		\$1,140.00	\$0.00	\$0.00	\$1,185.60
2 ADMINISTRATIVE FEE-306 NEWTON ST	08/29/2016		\$100.00	\$0.00	\$0.00	\$104.00
Bill Summary			\$1,240.00	\$0.00	\$0.00	\$1,289.60
GENERAL BILLING						
26078 09/26/2016						
306 NEWTON STREET						
1 SIDEWALK WEED REMOVAL-306 NEWTON ST	09/26/2016		\$75.00	\$0.00	\$0.00	\$77.25
2 ADMINISTRATIVE FEE-306 NEWTON ST	09/26/2016		\$100.00	\$0.00	\$0.00	\$103.00
Bill Summary			\$175.00	\$0.00	\$0.00	\$180.25
30 Days	31-60 Days	61-90 Days	91-120 Days	Other Fees	Interest	Total Due
\$0.00	\$0.00	\$175.00	\$7,335.00	\$0.00		\$8,583.88

**The City of Salisbury**

125 N. Division Street
Salisbury, MD 21801-4940

STATEMENT Overflow Report

COPELAND GEORGE A

Statement Date	Customer Number
11/23/2016	45140

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
INTERIOR HOUSING 2 Q100 REINSPECT FEE 1 VIOLATION 25373 5 CITATION/FINE INTERIOR HOUSING		07/21/2014	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary:			\$200.00	\$-50.00	\$50.00	\$100.00
31 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Other Fees	Interest	Total Due
\$0.00	\$0.00	\$0.00	\$300.00	\$0.00		\$300.00



The City of Salisbury

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
11/23/2016	16664	\$700.00

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 306 NEWTON ST VIOLATION: 6765	4468	08/24/2009				
1 Q605 CITATION # 2 VIOLATION 6765 6 CITATION/FINE EXTERIOR HOUSING		08/24/2009	\$200.00	\$0.00	\$0.00	\$200.00
2 Q200 REINSPECTION # 2 VIOLATION 6765 7 CITATION/FINE EXTERIOR HOUSING		08/24/2009	\$200.00	\$0.00	\$0.00	\$200.00
3 Q610 CITATION # 3 VIOLATION 6765 8 CITATION/FINE EXTERIOR HOUSING		08/24/2009	\$100.00	\$-100.00	\$0.00	\$0.00
4 Q300 REINSPECTION # 3 VIOLATION 6765 9 CITATION/FINE EXTERIOR HOUSING		08/24/2009	\$300.00	\$0.00	\$0.00	\$300.00
Bill Summary			\$800.00	\$-100.00	\$0.00	\$700.00

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
16664	11/23/2016	\$700.00	\$

Credit Cards Accepted
Please Complete Information on Reverse Side.



THIS IS YOUR RETURN ENVELOPE

1. DETACH ALONG THIS PERFORATION.
2. MOISTEN AND FOLD FLAP TO SEAL.



The City of Salisbury

125 N. Division Street
Salisbury, MD 21801-4940

Statement Date
11/23/2016
Customer Number
16664
Total Due
\$700.00

COPELAND, GEORGE A & SUSIE M
306 NEWTON ST
SALISBURY, MD 21801

**The City of Salisbury**

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
11/23/2016	49343	\$25.00

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
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GENERAL BILLING	8044402	10/11/2016				
306 NEWTON STREET						
1 VACANT BUILDING REGISTRATION- 306		10/11/2016	\$25.00	\$0.00	\$0.00	\$25.00
NEWTON STREET						

Bill Summary	\$25.00	\$0.00	\$0.00	\$25.00
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1-30 Days	31-60 Days	61-90 Days	91-120 Days	Other Fees	Interest	Total Due
\$0.00	\$25.00	\$0.00	\$0.00	\$0.00		\$25.00

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
49343	11/23/2016	\$25.00	\$

Credit Cards Accepted

Please Complete Information on Reverse Side.



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2. MOISTEN AND FOLD FLAP TO SEAL.

**The City of Salisbury**

125 N. Division Street
Salisbury, MD 21801-4940

Statement Date
11/23/2016
Customer Number
49343
Total Due
\$25.00

COPELAD, GEORGE
COPELAND, SUSIE
RE: 306 NEWTON
9026 EXECUTIVE CLUB DRIVE
DELMAR, MD 21875