

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

*

Case No. 24-15135-NVA

SANDRA R. DOBYNS,

*

Debtor.

*

* * * * *

**TRUSTEE’S EMERGENCY MOTION FOR AUTHORITY
TO SELL REAL PROPERTY FREE AND CLEAR OF ALL
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS
(12 Gwynnbrook Avenue, Owings Mills, Maryland 21117)**

Morgan W. Fisher, the Chapter 7 Trustee herein (the “Trustee”), by his undersigned counsel, pursuant to 11 U.S.C. § 363(f), files this Emergency Motion for Authority to Sell Debtor’s Real Property Free and Clear of All Liens, Claim, Encumbrances and Interests (the “Emergency Motion”). In support of the Emergency Motion, the Trustee states as follows:

LBR 9013-7 Notice

**THE TRUSTEE HAS ALSO FILED A MOTION TO SHORTEN THE TIME FOR
RESPONSE ON THIS EMERGENCY MOTION. IF THAT MOTION TO SHORTEN
TIME IS GRANTED, THE TIME TO OBJECT WILL BE CHANGED AS PROVIDED IN
SUCH ORDER AND WILL BE NOTED IN THE NOTICE OF THIS EMERGENCY
MOTION REQUIRED TO BE GIVEN PURSUANT TO FED. R. BANKR. P. 6004(a).**

Introduction

This Emergency Motion seeks entry of an order (1) authorizing the sale of real property free and clear of all liens, claim, encumbrances and interests on an emergency basis, (2) finding that the purchaser is a “good faith” purchaser under 11 U.S.C. § 363(m), and (3) waiving the stay imposed by Fed. R. Bankr. P. 6004(h) should there be no timely

objections filed to the Emergency Motion so as to enable the Trustee to close promptly on the short sale of the property.

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is appropriate in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (N) and (O).

Parties and Background

2. The *pro se* debtor herein (the “Debtor”) commenced the above-captioned bankruptcy case (the “Bankruptcy Case”) by filing of a voluntary petition under chapter 7 of the Bankruptcy Code on June 18, 2024 (the “Petition Date”).

3. The Trustee was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the meeting of creditors held on July 25, 2024 (the “Meeting of Creditors”).

A. The Subject Property

4. As is evidenced by her Schedule A, the Debtor holds and undivided, fee simple interest in that real property commonly known as 12 Gwynnbrook Avenue, Owings Mills, Maryland 21117 (the “Property”) that has a scheduled value of \$300,000.00. (Doc. No. 18, p. 3) According to the title report provided by the company closing on the sale of the Property, the Property is encumbered only by one lien in favor of Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust,

Series 2021-1 (the “Lender”),¹ securing indebtedness the payoff of which is approximately \$145,000.00 - \$160,000.00 (the “Lender’s Payoff”).²

B. Marketing/Sale Efforts and the Contract of Sale

1. Marketing of the Property

5. In light of the equity in the Property according to the Debtor’s schedules, the Trustee, at the Meeting of Creditors, informed the Debtor that he would have to sell the Property unless she converted her case to one under chapter 13. The Trustee further advised the Debtor to obtain legal counsel. In response, the Debtor agreed that she needed legal counsel and requested that she be provided an opportunity to do so. As such, the Trustee continued the Meeting of Creditors.

6. At this point in time, the Trustee, at the request of the Debtor, has continued the Meeting of Creditors on three (3) occasions to provide the Debtor an opportunity to obtain legal counsel. (Doc. No. 20, 21, 24) The most recent request from the Debtor was *via* an email at 3:50 p.m. on September 17, 2024, wherein she sought to “extend that date [- *i.e.*, the date of the continued Meeting of Creditors at that time] until October 15, 2024.” The Trustee responded to that email, informing the Debtor that he needed “a reason why [she] needed a continuance.” He further asked if she was “hiring an attorney as [he] recommended.” The Debtor replied that she had spoken with legal aid but that she was still “trying to weigh all [her] options as suggested.”

¹ The Lender, Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2021-1 – *i.e.*, Freddie Mac, is a federally chartered corporation that is deemed to be an agency of the United States pursuant to 12 U.S.C. § 1452(f) for purposes of federal jurisdiction. The Lender, as it did in the instant case, purchases residential mortgage loans originated by lenders as well as invests in mortgage loans and mortgage related securities. As such, service upon the Lender is being made pursuant to and in accordance with Fed. R. Bankr. P. 7004(b)(5).

² The Debtor incorrectly noted her erroneously listed a mortgage with Shell Point on her Schedule F (although Shell Point may be the servicer), and noted its claim in the amount of \$160,000.00. (Doc. No. 18, p. 19) At the Meeting of Creditors, she testified that the payoff was \$145,000.00. The Refinance Deed of Trust assigned to the Lender, dated February 26, 2008, reflects that the amount of indebtedness at that time, sixteen (16) years ago, was \$190,000.00.

As such, the Trustee continued the Debtor's Meeting of Creditors one last time to October 24, 2024. (Doc. No. 24)

7. As it turns out, instead of looking for legal counsel, the Debtor has been busy trying to sell the Property. Specifically, unbeknownst to the Trustee, after the Meeting of Creditors, on or about August 19, 2024, the Debtor retained a realtor, Jaida Frederick of Samson Properties, to sell the Property (the "Realtor").³ The Realtor procured a contract of sale dated September 14, 2024 (the "Contract of Sale"), providing for the sale of the Property to Jose D. Arias Flores (the "Purchaser") for the sum of \$330,000.00 (the "Purchase Price"). The Debtor accepted and executed the Contract of Sale on September 17, 2024 – *i.e.*, the same date that she emailed the Trustee to request her third continuance.⁴ Pursuant to the terms of the Contract of Sale, closing on the sale of the Property is to occur on October 14, 2024 – *i.e.*, the day before the date on which the Debtor requested her continued Meeting of Creditors to be held.

8. The Trustee was first made aware of the foregoing when, on October 2, 2024, a title company emailed the Trustee to inform him that it "is handling the sale of [the Property] for Sandra Dobyms, who is the debtor in 24-15135-NVA."

9. The Purchaser still desires to purchase the Property. However, closing still needs to occur on October 14, 2024, due to the Purchaser's possible need to find alternative living accommodations and/or due to other living expenses that will be incurred due to the inconvenience of not being able to move into the Property in a timely manner. Hence the filing of this motion on an emergency basis.

³ The Trustee anticipates filing an application to employ the Realtor in the very near future. At this time, however, the Realtor has not provided the Trustee with certain information/documentation reflecting the terms of the Realtor's engagement.

⁴ Thereafter, the Debtor executed various addendums to the Contract of Sale on September 19, 2024,

10. The Debtor retained the Realtor on or about August 19, 2024, and the Property was listed for sale a couple of days thereafter. After having been on the market for approximately one month, the Property sold for the listing price of \$330,000.00.

2. Contract of Sale

11. Pursuant to the terms of the Contract of Sale, the Purchaser has agreed to purchase the Property “as is,” subject to a right to terminate the agreement depending on the outcome of certain inspections that appear to have already satisfactorily occurred. Also pursuant to an addendum to the Contract of Sale, the Debtor has agreed, at the time of settlement, to pay the sum of \$6,600.00 or 2% of the Purchase Price towards the Purchaser’s settlement costs. A true and correct copy of the Contract of Sale is attached hereto as ***Exhibit A***, and is incorporated herein by reference.

12. As already discussed above, the Contract of Sale provides for a closing on October 14, 2024. The Purchaser still desires to purchase the Property. However, closing still needs to occur on October 14, 2024, due to the Purchaser’s possible need to find alternative living accommodations and/or due to other living expenses that will be incurred due to the inconvenience of not being able to move into the Property in a timely manner. Hence the filing of this motion on an emergency basis.

C. The Purchaser

13. The Purchaser is a disinterested party unrelated to the Debtor and the Trustee. The Contract of Sale was obtained by the Realtor through the Purchaser’s independent broker in an arm’s length real estate transaction. The Trustee believes that the Purchaser is a “good faith” purchaser under 11 U.S.C. § 363(m).

Legal Standard

14. Section 363(f) of the Bankruptcy Code provides that “[t]he trustee may sell property . . . free and clear of any interest in such property of an entity other than the estate, only if . . . (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property.” 11 U.S.C. § 363(f)(3).

15. “A sale under § 363 ‘requires notice and a hearing and is subject to court approval and must be supported by an articulated business justification, good business judgment, or sound business reasons.’” *Matter of VCR I, L.L.C.*, 922 F.3d 323, 326 (5th Cir. 2019) (quoting *The Cadie Co. v Mims (In re Moore)*, 608 F.3d 253, 263 (5th Cir. 2010)); *see also, In re Riffin*, No. 10-11248-DK, 2010 WL 3260131, at *4 (Bankr. D. Md. Aug. 18, 2010) (J. Keir), *subsequently aff’d sub nom. Riffin v. Friedman*, 446 F. App’x 614 (4th Cir. 2011) (“The test for approval of an agreement by the Trustee affecting property of the estate is whether the agreement is within reasonable business judgment. The court does not substitute its own judgment as to what would be best for the estate but rather determines if the Trustee’s proposed agreement falls within reasonable judgment under the circumstances of the case.”).

16. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” However, “[s]ince the purpose of the rule is to protect the rights of an objecting party, the court should eliminate the 14-day stay period and allow the sale or other transaction to close immediately where there has been no objection to the procedure.” *In re Borders Grp., Inc.*, 453 B.R. 477, 486 (Bankr. S.D.N.Y. 2011) (relying on and citing to 10 Collier on Bankruptcy, ¶ 6004.11 in light of neither the rule or the Advisory Committee Notes addressing the circumstances in which a court should wain the applicable stay).

Requested Relief

17. The Trustee seeks entry of an order (1) authorizing the sale of the Property to the Purchaser under the terms of the Contract of Sale free and clear of all liens, claim, encumbrances and interests, (2) finding that the Purchaser is a “good faith” purchaser under 11 U.S.C. § 363(m), and (3) waiving the stay imposed by Fed. R. Bankr. P. 6004(h) should there be no timely objections filed to the Emergency Motion so as to enable the Trustee to close promptly on the sale of the Property.

A. Authority Under 11 U.S.C. § 363(f)(3)

18. As shown above, the Purchase Price, \$330,000.00, exceeds the Lender’s Payoff of approximately \$145,000.00 - \$160,000.00. As such, the condition of 11 U.S.C. § 363(f)(3) has been met.

B. Business Judgment

19. The Trustee submits that the Purchase Price is fair and reasonable given the amount of time the Property was marketed. Further, the Purchase Price (\$330,000.00) is more than the Debtor’s scheduled valuation of the Property (\$300,000.00).

C. Purchasers a “Good Faith” Purchaser

20. The Purchaser is a disinterested party unrelated to the Debtor and the Trustee. The Contract of Sale was obtained by the Realtor through the Purchaser’s independent broker in an arm’s length real estate transaction. The Trustee believes that the Purchaser is a “good faith” purchaser under 11 U.S.C. § 363(m).

D. Waiver of Fed. R. Bankr. P. 6004(h) Stay

21. As discussed above, closing needs to occur on the contractual date of October 14, 2024, due to the Purchaser’s possible need to find alternative living accommodations and/or due to other living expenses that will be incurred due to the inconvenience of not being able to move

into the Property in a timely manner. As such, the Trustee requests the waiver of the stay imposed by Fed. R. Bankr. P. 6004(h) should there be no timely objections filed to the Emergency Motion so as to enable the Trustee to close promptly on the sale of the Property.

22. As required by Local Bankruptcy Rule 9013-2, the Trustee hereby states that no memorandum will be filed and that he will rely solely upon this Motion.

WHEREFORE, Morgan W. Fisher, the Chapter 7 Trustee, respectfully requests the following relief:

- A. That the Contract of Sale be approved;
- B. That the Trustee be authorized to sell the Property free and clear of all liens, claims, encumbrances and interests to the Purchaser pursuant to the Contract of Sale, with such liens, claims, encumbrances and interests attaching to the proceeds of sale, subject to their normal priority; and
- C. That the stay imposed by Fed. R. Bankr. P. 6004(h) be waived should there be no timely objections filed to the Emergency Motion so as to enable the Trustee to close promptly on the sale of the Property; and
- D. That the Trustee be authorized to take all actions necessary to consummate the Contract of Sale; and
- E. That the Trustee be granted such other and further relief as is just and equitable.

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
P.O. Box 306
Cockeysville, Maryland 21030
(443) 318-4526
Craig@LeaversLaw.com

(Attorney for the Trustee)

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4th day of October, 2024, a copy of the foregoing was served on the parties listed below by first class mail, postage prepaid:

Federal Home Loan Mortgage Corporation,
as Trustee for the Benefit of the Freddie Mac Seasoned
Loans Structured Transaction Trust, Series 2021-1
c/o Michael Hutchins, President
8200 Jones Branch Drive
McLean, VA 22102
(Lender)

Erek L. Barron
United States Attorney
for District of Maryland
36 South Charles Street, 4th Floor
Baltimore, Maryland 21021

Attorney General of the United States
950 Pennsylvania Avenue, NW
Washington, DC 20530

Scott Nadel, Esq.
Daniel Menchel, Esq.
4041 Powder Mill Road, Suite 200
Calverton, Maryland 20705
(Foreclosure Counsel for Lender)

Jaida Frederick
Samson Properties
8815 Centre Park Drive, Suite 330
Columbia, Maryland 21045
(Trustee's Realtor)

Claudia Bordon
8840 Columbia Pkwy, Ste 110
Columbia, Maryland 21045
(Buyer's Realtor)

Sandra R. Dobyns
12 Gwynnbrook Avenue
Owings Mills, Maryland 21117
(*ProSe Debtor*)

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

/s/ Craig B. Leavers
Craig B. Leavers

EXHIBIT A



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.

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: 09/14/2024

2. 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 the Deposit paragraph of this Contract.

3. SELLER: Sandy Dobyns

4. BUYER: Jose D Arias Flores

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 12 Gwynnbrook Ave, located in Owings Mills, MD City/County, Maryland, Zip Code 21117, together with the improvements thereon, and all rights and appurtenances thereto belonging.

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

7. PURCHASE PRICE: The Purchase Price is Three hundred thirty thousand Dollars (\$) 330,000.

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

(a) Buyer ☐ has delivered OR ☒ will deliver within Two Days of the Date of Contract Acceptance an initial Deposit by way of wire transfer in the amount of Five Thousand Dollars (\$ 5,000).

(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid _____.

(c) All Deposits will be held in escrow by: Universal Title.

If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

(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 subparagraph (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.

9. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 8(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 8(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.

10. SETTLEMENT: Date of Settlement 10/14/2024 or sooner if agreed to in writing by the parties.



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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input checked="" type="checkbox"/> Additional As Is Provisions | <input checked="" type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Property Condition Disclosure Law |
| <input type="checkbox"/> ATU/BAT On-Site Sewage Disposal | <input type="checkbox"/> Notice & Discl. of Deferred Water & Sewer Charges |
| <input type="checkbox"/> Back-Up Contract | <input type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Cash Appraisal Contingency | <input type="checkbox"/> Property Inspections |
| <input type="checkbox"/> Condominium Resale Notice | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Sale, Fin., Settlement/Lease of Other Real Estate |
| <input checked="" type="checkbox"/> Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | <input checked="" type="checkbox"/> Seller Contribution |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Seller's Purchase of Another Property |
| <input checked="" type="checkbox"/> Inclusions/Exclusions, Leased Items, & Utilities | <input type="checkbox"/> Solar Panel |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> Local City/County Certifications/Registrations | <input type="checkbox"/> Tenant Occupied |
| <input checked="" type="checkbox"/> Local City/County Notices/Disclosure | <input type="checkbox"/> Third Party Approval |
| <input checked="" type="checkbox"/> Maryland Lead Poisoning Prevention Program | <input type="checkbox"/> Water Quality |
| <input type="checkbox"/> Other Addenda/Special Conditions: | <input type="checkbox"/> Water Yield Test |

12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

13. 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.

14. 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.

15. 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.

16. 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. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.

17. 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.

18. SECTION AND PARAGRAPH HEADINGS: The Section and 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.



SECTION TWO: PAYMENT OF THE PURCHASE PRICE

19. 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:

- | | | |
|--|---|--|
| <input type="checkbox"/> Conventional Financing Addendum | <input type="checkbox"/> USDA Financing Addendum | <input type="checkbox"/> Owner Financing Contingency |
| <input checked="" type="checkbox"/> FHA Financing Addendum | <input type="checkbox"/> Assumption Addendum | <input type="checkbox"/> No Financing Contingency |
| <input type="checkbox"/> VA Financing Addendum | <input type="checkbox"/> Gift of Funds Contingency Addendum | <input type="checkbox"/> OTHER: _____ |

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within Two (2) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within Twenty eight (28) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in the Financing paragraph 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.

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

22. 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.

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

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

24. 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 identified on a Disclosure of Inclusions/Exclusions, Leased Items, and Utilities Addendum attached hereto.

25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." At settlement, Seller shall deliver possession of 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 to confirm the condition of the property.

26. INSPECTION CONTINGENCY: If Buyer and Seller agree, Buyer will be afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon inspections to ascertain any unsatisfactory conditions. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. **Any Buyer Inspection Contingency must be established through Addenda to this Contract.**

Inspection Addenda Attached _____ / _____
Buyer Buyer

Inspections Declined  / _____
09/14/24
dotloop verified Buyer



SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES

27. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME: The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

28. 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.)

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

30. 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.)

31. 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 _____.

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



SECTION FIVE: GENERAL DISCLOSURES


33. 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).

34. 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.)

35. LEAD-BASED PAINT:

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


Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 35.A.

 (BUYER)

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


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

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 35.B.

 (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 35.C.

 (BUYER)

36. 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.

37. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/qejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

38. FLOOD DISCLOSURE NOTICE:

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

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

39. 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.

40. 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.

41. 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.

42. 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.



43. 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.

44. NOTICE TO THE PARTIES:

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

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

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

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

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

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

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

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

45. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE. Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.

46. 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.

SECTION SIX: TRANSFER OF TITLE AND CLOSING

47. 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.

48. 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.

49. 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 the Metropolitan District Sanitary Commission and the 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.**

50. 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. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

51. TRANSFER CHARGES:

A. IN GENERAL. If Buyer is **NOT** a first-time Maryland homebuyer, payment of Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____. Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located.

B. FIRST-TIME MARYLAND HOMEBUYER. Maryland law provides that 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. Payment of Recordation Taxes and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____. Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should check the box on Page 10 of this Contract, indicating that Buyer is a first-time Maryland homebuyer, and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

52. 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 **shall** be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf.***

53. 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.



54. 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.

55. 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.

56. 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.

57. 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.

58. PROPERTY OWNER'S TITLE INSURANCE: Buyer is encouraged to 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 a policy issued to the Lender will not protect the Buyer from losses caused by title defect. 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. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

59. 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, subject to the Deposit paragraph of this Contract, 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.

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



the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

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

61. 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 Brokers as identified on Page 11 of this Contract; (b) the named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

Jose D Arias Flores
dotloop verified
09/14/24 7:49 PM EDT
PCY6-VITG-6XXT-EFY0

Buyer Signature Date

Sandra Dobyns

Seller Signature 09/17/2024
Date

Buyer Signature Date

Seller Signature Date

DATE OF CONTRACT ACCEPTANCE: 09/17/2024

(Insert the date on which all final initials and signatures of all parties have been affixed to this Contract.)

☒ **Check if First-Time Maryland Homebuyer**



Contact Information:

BUYER / NAME(S): Jose D Arias Flores
MAILING ADDRESS: _____

SELLER / NAME(S): Sandy Dobyns
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: Samson Properties
BROKER OF RECORD NAME: Kara Norcutt LICENSE NUMBER: 122322
SALES ASSOCIATE NAME: Jaida Frederick LICENSE NUMBER: 678963
OFFICE ADDRESS: 10490 Little Patuxent Pkwy, Ste 600, Columbia, MD 21044
OFFICE PHONE: 443-542-2251 BROKER/SALES ASSOCIATE MLS ID: SAMP20
SALES ASSOCIATE PHONE: 410-205-0376 SALES ASSOCIATE E-MAIL: jaidafrederick@gmail.com

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

SELLING BROKERAGE COMPANY NAME: Home Smart
BROKER OF RECORD NAME: Sandra Stewart LICENSE NUMBER: _____
SALES ASSOCIATE NAME: Claudia Bordon LICENSE NUMBER: 647477
OFFICE ADDRESS: 8840 Columbia Pkwy, Ste 110, Columbia, MD 21045
OFFICE PHONE: 410-740-1510 BROKER/SALES ASSOCIATE MLS ID: TSTA2/3092839
SALES ASSOCIATE PHONE: 443-388-3346 SALES ASSOCIATE E-MAIL: claudiabordonkw@gmail.com

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





SELLER CONTRIBUTION ADDENDUM

ADDENDUM dated 9/17/2024 to Contract of Sale

Between Buyer Jose D Arias Flores

And Seller Sandra Dobyns

for Property known as 12 Gwynnbrook Ave Owings Mills, MD 21117

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

In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (example: origination/discount points, transfer/recordation tax, lender fees), Seller shall credit Buyer at the time of settlement with the sum of \$ 6,600 OR 2 % of Purchase Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

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

Jose D Arias Flores
dotloop verified
09/18/24 10:24 AM EDT
REGH-DBFN-ZARO-QVAZ
Buyer Signature _____ Date _____

Sandra Dobyns
09/17/2024
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____



10/17



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FHA FINANCING ADDENDUM

ADDENDUM dated 09/14/2024 to Contract of Sale
between Buyer Jose D Arias Flores
and Seller Sandy Dobyns
for Property known as 12 Gwynnbrook Ave, Owings Mills, MD 21117.

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

1. LOAN DETAILS:

| | | | |
|----------------------------------|--------------------------|-----------------------|-----------------|
| Mortgage Insurance Premium (MIP) | \$ <u>5,573</u> | Loan Program | <u>FHA</u> |
| Base Loan Amount | \$ <u>313,074</u> | TERM OF LOAN | <u>30</u> Years |
| | | INITIAL INTEREST RATE | <u>7.25</u> % |
| TOTAL LOAN AMOUNT | \$ <u>318,450</u> | | |

Buyer agrees to pay to Lender loan origination/loan discount fees of 0 % of the loan amount and Seller agrees to pay loan origination/loan discount fees of 0 % of the loan amount. Buyer shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Buyer.

BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER AGREES TO ACCEPT THE RATE AS CHARGED BY LENDER AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL FEES CHARGED. BUYER SHALL REMAIN BOUND TO PERFORM UNDER THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

2. MONTHLY PAYMENT: Payments to Lender shall include monthly principal and interest, plus one-twelfth of the annual real estate taxes, ground rent, special assessments or charges, if any, hazard (fire) insurance premium, flood insurance, private mortgage insurance where required, and FHA MIP payment.

3. LOAN UNDERWRITING: Buyer and Seller understand that the Lender will have to resubmit the loan to underwriting if, from the time Buyer's loan application was approved to the time of settlement, there are any increases to the interest rate and/or the loan origination/discount fees. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to comply with Lender's request for additional or updated information as required to approve the loan.

4. FHA AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provisions of the Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ 330,000. Buyer shall have the privilege and option to proceed with consummation of the Contract without regard to the amount of the appraised value. **The appraised value is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.** **NOTICE:** The dollar amount to be inserted in the amendatory clause is the purchase price as stated in the Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new amendatory clause is **not** required. However, the loan application package must include the original Contract with the same purchase price as shown in the amendatory clause, along with the revised or amended Contract.

5. MORTGAGE INSURANCE: Buyer agrees to pay mortgage insurance premiums (MIP) as required by FHA regulations. MIP must be paid at the time of settlement in cash or included in the loan amount; **AND IN ADDITION**, a mortgage insurance premium equal to a percentage of the loan amount must be paid monthly thereafter.

6. TERMITE INSPECTION: In all transactions involving FHA financing, fences and outbuildings shall be included in the inspection and certification.



Buyer



7. LENDER REQUIRED REPAIRS: In the event the FHA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ 0.0, ("Repair Amount"). **This cost shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:

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

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

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

JDA
09/14/24
7:49 PM EDT
dotloop verified

Buyer's Initials

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

Jose D Arias Flores dotloop verified
09/14/24 7:49 PM EDT
9XFC-2SZF-VGX0-U1CO
Buyer Signature **Date**

Sandra Dobyns 09/19/2024
Seller Signature **Date**

Buyer Signature **Date**

Seller Signature **Date**

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

Jaida Frederick 09/19/2024
Listing Agent or Listing Broker **Date**

Claudia Bordon dotloop verified
09/14/24 7:45 PM EDT
0WJ5-KC12-UIEG-2WAF
Buyer Agent or Buyer Broker **Date**

Cooperating Agent or Cooperating Broker **Date**



ADDITIONAL AS-IS PROVISIONS ADDENDUM

ADDENDUM dated 09/14/2024 to Contract of Sale between Buyer
Jose D Arias Flores
and Seller Sandy Dobyns
for Property known as 12 Gwynnbrook Ave, Owings Mills, MD 21117.

The following provisions as initialed by both Buyer and Seller are included in and supersede any conflicting language in the Contract of Sale.

DELETION OF PROPERTY CONDITION REQUIREMENTS: By initialing below, the parties agree to delete the following Contract of Sale provisions:

- Buyer's Initials Seller's Initials
- A. JDA / SD All clauses in the Contract of Sale pertaining to delivery of the Property free and clear of trash and debris and broom clean.
- B. _____ / _____ All requirements for Seller to comply with orders or notices of violations of any Condominium Unit Owners' Association and/or Homeowners' Association related to the physical condition of the Property. Deletion of these requirements does not constitute waiver of any obligations of Seller or rights of Buyer pursuant to the Maryland Condominium Act and/or the Maryland Homeowners Association Act.
- C. _____ / _____ All requirements for Seller to comply with violation notices or requirements noted or issued by governmental authorities pertaining to the Property as stated in the Seller Responsibility paragraph of the Contract of Sale.

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

Jose D Arias Flores dotloop verified
09/14/24 7:49 PM EDT
R4E4-B0ZA-TZXX-jG15
Buyer Signature Date

Sandra Dobyns 09/19/2024
Seller Signature Date

Buyer Signature Date

Seller Signature Date



BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM
(For use with Maryland Association of REALTORS® Residential Contract of Sale)

BUYER: Sandy Dobyns

SELLER: Jose D Arias Flores

PROPERTY: 12 Gwynnbrook Ave, Owings Mills, MD 21117

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.

<https://www.baltimorecountymd.gov/Agencies/planning/masterplanning/masterplan2020download.html>

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature

Jose D Arias Flores

dotloop verified
09/14/24 7:49 PM EDT
YNMI-ZZMR-R9TJ-O6D4

Buyer's Signature

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/

3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/

4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/

5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved **owner-occupied** real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. **(initial)** _____ Seller agrees to pay all Baltimore County transfer taxes.

6. **NOTICE TO BUYER –SEWER AND/OR WATER SUPPLY:** Seller hereby discloses that the Property is _____ or is not _____ served by a public water supply and is _____ or is not _____ served by a public sewer system

PROPERTY _____

7. **PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY:** The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as _____. This fee or assessment is \$ _____, payable annually in the month of _____ to _____ (name and address) (hereinafter called "lienholder") until _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

8. **NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL:** (a) If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).

(b) **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Sustainability at 410-887-2762.

<https://www.baltimorecountymd.gov/departments/environment/groundwatermgmt/educational.html>

Buyer to initial:

_____. If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"

9. **NOTICE TO BUYER – HOUSE PHYSICALLY REMOVED FROM FLOOD PLAINS:** Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract, has _____ or has not SD _____ (Seller to initial applicable provision) been physically removed from a 100-year flood plain located in Baltimore County.

10. **HISTORIC OR LANDMARK PROPERTY:** Seller hereby discloses to Buyer that the Property is _____ or is not SD _____ (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does _____ or does not SD _____ (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.

https://www.baltimorecountymd.gov/departments/planning/historic_preservation/designating_properties.html

11. **RENTAL HOUSING LICENSE – BALTIMORE COUNTY:**

- (A) In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.
- (B) A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.
- (B) In the event a rental dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

<https://www.baltimorecountymd.gov/departments/permits/rentalregistration/index.html>

12. **NOTICE ON ZONES OF DEWATERING INFLUENCE**

The property may be located in a “Zone of Dewatering Influence.” Such a zone is defined under Maryland law as the area surrounding a surface pit mine in “karst” terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels that, partially or completely, may capture surface streams), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <http://www.mde.maryland.gov>.

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

Jose D Arias Flores

dotloop verified
09/14/24 7:49 PM EDT
NDPA-6CZR-6EBM-j3JA

BUYER

DATE

BUYER

DATE

Sandra Dobyns

09/19/2024

SELLER

DATE

SELLER

DATE

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, and financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.

Carroll County Association of REALTORS®, Inc.

Howard County Association of REALTORS®, Inc.





DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on _____, ■ ADDENDUM to Contract of Sale dated 09/14/2024

between Buyer Jose D Arias Flores

and Seller Sandy Dobyns

for Property known as 12 Gwynnbrook Ave, Owings Mills, MD 21117.

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). 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**.

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

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Fuel Tank(s) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solar Panels | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES. WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

- | | | | | | |
|------------------|---------------------------------|-----------------------------------|------------------------------|------------------------------------|--------------------------------------|
| Water Supply | <input type="checkbox"/> Public | <input type="checkbox"/> Well | | | |
| Sewage Disposal | <input type="checkbox"/> Public | <input type="checkbox"/> Septic | | | |
| Heating | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Other _____ |
| Hot Water | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | | <input type="checkbox"/> Other _____ |
| Air Conditioning | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | | | <input type="checkbox"/> Other _____ |

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

Jose D Arias Flores
Buyer Signature _____ Date _____

Sandra Dobyns
Seller Signature _____ Date 09/19/2024

Buyer Signature _____ Date _____

Seller Signature _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 12 Gwynnbrook Ave, Owings Mills, MD 21117

Legal Description:

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? 30 years

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

Water Supply ☒ Public ☐ Well ☐ Other
Sewage Disposal ☒ Public ☐ Septic System approved for (# bedrooms) Other Type

Garbage Disposal ☒ Yes ☐ No

Dishwasher ☒ Yes ☐ No

Heating ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age ☐ Other

Air Conditioning ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age ☐ Other

Hot Water ☐ Oil ☐ Natural Gas ☒ Electric Capacity Age ☐ Other

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown

Type of Roof: _____ Age _____

Comments: _____

Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☒ Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown

Comments: _____

5. Plumbing system: Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown

Comments: _____

Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

☐ Yes ☒ No ☐ Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No

Are the smoke alarms over 10 years old? ☐ Yes ☒ No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☒ Yes ☐ No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☒ Does Not Apply

When was the system last pumped? Date _____ ☐ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☒ No ☐ Unknown

Comments: _____

Home water treatment system: ☐ Yes ☒ No ☐ Unknown

Comments: _____

Fire sprinkler system: ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply

Comments: _____

Are the systems in operating condition? ☒ Yes ☐ No ☐ Unknown

Comments: _____

11. Insulation:

In exterior walls? ☒ Yes ☐ No ☐ Unknown

In ceiling/attic? ☒ Yes ☐ No ☐ Unknown

In any other areas? ☐ Yes ☐ No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

☐ Yes ☒ No ☐ Unknown

Comments: _____

Are gutters and downspouts in good repair? ☒ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☒ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

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

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐ Yes ☐ No ☒ Unknown

If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☐ No ☒ Unknown

Comments: _____

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

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

Seller(s) Sandra Dobyys

Date 09/19/2024

Seller(s) _____

Date _____

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

Purchaser _____

Date _____

Purchaser _____

Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

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

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☐ No If yes, specify:

Seller Sandra Dobyns

Date 09/19/2024

Seller _____

Date _____

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

Purchaser Jose D Arias Flores

dotloop verified
09/14/24 7:49 PM EDT
PXJM-HPMB-ZPQG-PU3F

Date _____

Purchaser _____

Date _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 12 Gwynnbrook Ave, Owings Mills, MD 21117

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): ____/____ housing was constructed prior to 1978 OR ____/____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.


Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) ____/____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).


(ii) SD / ____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
(i) ____/____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Buyer's/Tenant's Acknowledgment (initial)

- (c) ____/____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d)  Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

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

Agent's Acknowledgment (initial)

(f) ____ Agent has informed the Seller/Landlord of the Seller's/Landlord'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.

Sandra Dobyns 09/19/2024
Seller/Landlord Date

Jose D Arias Flores dotloop verified 09/14/24 7:49 PM EDT ZDIR-LUYI-044R-20JY
Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Seller's/Landlord's Agent Date

Claudia Bordon dotloop verified 09/14/24 7:45 PM EDT DMBW-A8DP-VIOR-DZCI
Buyer's/Tenant's Agent Date





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 12 Gwynnbrook Ave, Owings Mills, MD 21117

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____/_____/_____ is or SD _____/_____/_____ is **not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) _____/_____/_____ has; or _____/_____/_____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) _____/_____/_____ will; OR _____/_____/_____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs.

JD (BUYER)

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.

Sandra Dobyns 09/19/2024
Seller Date

Jose D Arias Flores dotloop verified
09/14/24 7:49 PM EDT
AKHO-JFLI-UNZY-YVES
Buyer Date

Seller Date

Buyer Date

Jaida Frederick 09/19/2024
Seller's Agent Date

Claudia Bordon dotloop verified
09/14/24 7:45 PM EDT
YBLJ-GMCQ-WQ3N-LICC
Buyer's Agent Date



GENERAL ADDENDUM TO CONTRACT OF SALE

FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM

Addendum dated _____ to Contract of Sale (the "Contract") dated 09/14/2024

Buyer(s): Jose D Arias Flores

Seller(s): Sandy Dobyns

Property: 12 Gwynnbrook Ave, Owings Mills, MD 21117

1. LEGAL REQUIREMENT: A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single-family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. COVENANTS AND RESTRICTIONS: A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property referred to as covenants. In the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, other properties may be subject to covenants as part of a voluntary Community Association or even with no association. **Seller Acknowledges:**

The property

| | |
|--|--|
| | |
|--|--|

 IS or

| | |
|----|--|
| SD | |
|----|--|

 IS NOT part of a recorded subdivision with restrictive covenants.

The property

| | |
|--|--|
| | |
|--|--|

 IS or

| | |
|----|--|
| SD | |
|----|--|

 IS NOT part of a voluntary Community Association.

The Seller is unaware of the property as being part of any restrictive covenants or voluntary community associations.

| | |
|----|--|
| SD | |
|----|--|

 Seller Initials

Current voluntary fees or assessments for the community association are \$ _____

Annually/Quarterly/Monthly (circle one)

☐☐☐

Name of Association _____

Address _____

Contact _____ Phone _____ Email _____

4. PRIVATE AGREEMENTS: Some Property may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of contract.

5. EQUAL HOUSING OPPORTUNITY: A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, source of income, or other protected classifications under Fair Housing Laws.

6. SETTLEMENT: All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide for amounts to be paid at settlement in acceptable form (cash, wired funds, bank check or certified check) to meet title company guidelines. In some cases, Seller may be required to provide funds in excess of any sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement, or approved methods to pay, should make inquiry of the title company or settlement attorney prior to settlement.

7. MORTGAGE REQUIREMENTS: Buyer acknowledges that, as a condition of obtaining a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage. Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

8. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or visit <https://marylandaviation.com/environmental/bwi-marshall-noise-zone/> for more information. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

9. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS: There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present.

Hazardous materials inside a property can include, but are not limited to, fire retardant treated plywood (FRT) , asbestos, aluminum wiring, radon, polybutylene pipe (PB), lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the

home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks.

Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242.

Additional information regarding Radon can be found at <https://mde.maryland.gov/programs/air/radiologicalhealth/pages/radon.aspx> or buyer can contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

Additional information regarding asbestos can be found at <https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspxv> or buyer can contact the MDE at (410) 537-3000 for further information on asbestos.

| | | |
|------------------------|--------|---|
| Date _____ | Buyer | <div><i>Jose D Arias Flores</i><div>dotloop verified 09/14/24 7:49 PM EDT PFRX-LVHZ-E48N-CB6O</div></div> |
| Date _____ | Buyer | |
| Date <u>09/19/2024</u> | Seller | <div><i>Sandra Dobyns</i></div> |
| Date _____ | Seller | |

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, financial and other advice.

The Greater Baltimore Board of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.

Carroll County Association of REALTORS®, Inc.

Howard County Association of REALTORS®, Inc.

U.S. Department of
Housing and Urban
Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

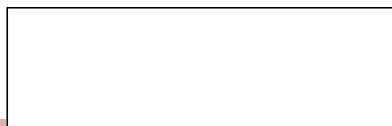
Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



HUD-92564-CN (6/14)





Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to be held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

SMOKE ALARMS: Buyer is notified that there were changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Buyer is advised to inquire about smoke alarm compliance. Buyer may view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=gps§ion=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

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| <i>Jose D Arias Flores</i> | dotloop verified 09/14/24 7:49 PM EDT 5V5V-S8JE-9HF4-HIYH |
| Buyer Signature | Date |

| | |
|-----------------|------|
| | |
| Buyer Signature | Date |



AFFILIATED BUSINESS DISCLOSURE

Property Address: 12 Gwynnbrook Ave, Owings Mills, MD 21117

AFFILIATED BUSINESS RELATIONSHIP DISCLOSURE

This Disclosure is made per the requirements Appendix D to 12CFR Part 1024 (Regulation X).

This is to give you notice that HSMD, LLC, dba HomeSmart, ("HS") shares common ownership with Equitable Title Agency, LLC ("ETA") (100% common ownership). Because of this relationship, any referral may provide HS and/or its ownership a financial or other benefit.

[A.] Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) as a condition for purchase of the subject property. THERE ARE FREQUENTLY OTHER SERVICE & SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST PRICES FOR THE SERVICES.

"ETA":

The estimate below is based on a \$350,000 sales price.

The amount charged for the Owner's Title Insurance and Lender required Title Insurance will change depending on the actual sales price and loan amount agreed upon for your particular transaction. Please contact our office for exact charges.

Settlement Fee: \$850

Owner's Policy of Title Insurance: \$2,063

Lender required Title Insurance based on a \$280,000 loan amount: \$200.00

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that if HomeSmart refers me/us to purchase the above-described settlement service(s) they may receive a financial or other benefit as the result of this referral.

If this form is being provided to you as the Seller, then this form refers to the property being sold. If this form is being provided to you as Buyer, then this form refers to any property that you may consider purchasing with the assistance of HomeSmart Real Estate.

Jose D Arias Flores
Print Name – Buyer/Seller

| | | |
|---|---|---|
|  | dotloop verified 09/14/24 7:49 PM EDT GF7R-JDL5-DMPW-UOIM |  |
| Signature– Buyer/Seller | Date | |

Print Name – Buyer/Seller

Signature– Buyer/Seller

Date



WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

PROTECT YOURSELF

DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

ONLINE RESOURCES:

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ <https://www.fbi.gov/scams-and-safety>
The Internet Crime Complaint Center @ www.ic3.gov
The National White Collar Crime Center @ <http://www.nw3c.org/research>
On Guard Online @ www.onguardonline.gov

VERIFY AND NOTIFY

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Jose D Arias Flores

Client

Date

dotloop verified
09/14/24 7:49 PM
EDT
JEVE-1CT5-JDX3-HJWI

Client

Date

Cyber Security and Wire Fraud Policies and Procedures

This document is for informational purposes only.

Brokers may choose to implement some or all of the below policies and procedures as they see fit for their brokerage.

BROKERS SHOULD USE THE BELOW INFORMATION ONLY AFTER HAVING CONSULTED INSURANCE AND LEGAL PROFESIONALS.

In order to protect yourself and your brokerage, the below provisions, which are not all-inclusive, are intended to assist Brokers in establishing office policies and procedures related to cyber security and wire fraud. These provisions are not a substitute for the retention of independent legal counsel. Brokers are strongly encouraged to seek the advice of an insurance professional regarding cyber fraud insurance coverage.

Overview

- Cyber security threats and wire fraud are on the rise. Criminals find creative ways to breach cyber security which could have negative results such as loss of monies, exposure of confidential information, identity theft, etc.
- The purpose of these policies is to outline the appropriate use of technology to safeguard business transaction files.

Cyber Security

1. Passwords
 - a. Use strong passwords by making them unique and complex
 - b. Regularly change passwords
 - c. Do not use the same password for all accounts
2. Email Security
 - a. Do not open any suspicious emails, click on any links, or open any attachments; delete these emails
 - b. Clean out your email account on a regular basis
 - c. Use encrypted emails when sending sensitive or confidential information
3. Wireless Use Security
 - a. Use encrypted wireless for work matters
 - b. Stay away from free / unsecured Wi-Fi (i.e., coffee shops, hotels, libraries, restaurants)
 - c. Consider using a Virtual Private Network (VPN)
4. Use of Electronic Devices
 - a. Lock your screen or log out when you walk away from your device to prevent unauthorized access
 - b. Report stolen or lost devices
5. Software
 - a. Antivirus and firewall software should be regularly monitored and updated
 - b. Data should be backed up on several different platforms
6. Record Keeping/Disposal
 - a. Shred any and all documents that contain personal information such as account numbers, driver's license number, social security number, credit card, debit card numbers, etc.
7. Social Media

- a. Do not post transactional information on social media such as names and addresses as this information may be used by criminals
8. Other – Include any other items of importance

Wire Fraud

1. Client Discussions
 - a. Discuss with your client your communication practices so the client knows what to expect and can exercise caution if contacted by a different means than previously discussed
 - b. Provide a document to clients describing wire fraud risk
2. Transactional Wire Instructions
 - a. Prior to wiring funds, advise your client to contact the intended recipient via a verified telephone number to confirm the wiring information is accurate
 - b. Advise your client not to respond to any emails changing wire instructions by replying to that email or calling the number contained in the email
 - c. Consider including in your email signature a warning about wire fraud
 - NAR suggests the following:
IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.
3. Evaluate communications
 - a. Thoroughly review emails, texts and other forms of communications for typos and suspicious links
 - b. Do not click on links
 - c. Only call trusted phone numbers
4. Other – Include any other items of importance

Reporting Cyber Crime

- If you become aware of a breach of data or wire fraud, you should:
 - Contact the sender of the funds so that they can contact their bank to try to stop the funds from being delivered
 - Notify your broker immediately
 - Notify all affected parties so that they may take appropriate action
 - Change all of your passwords and usernames
- Following a breach, you as the broker may want to:
 - Talk to an attorney as there may be notification laws
 - Contact the police
 - Report the breach to the FBI Internet Crime Complaint Center at <https://www.ic3.gov/default.aspx>
 - Report the breach to your REALTOR® Associations



STATE OF MARYLAND REAL ESTATE COMMISSION
Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has a brokerage relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-brokerage relationship capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written brokerage agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent 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 strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage agreement for that particular property with either the buyer or 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 an agent from another real estate broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. **You should carefully read all agreements** to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6230.

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure

and that Home Smart (firm name)

and Claudia Bordon (salesperson) are working as:

(You may check more than one box but not more than two)

- ☐ seller/landlord's agent
- ☐ subagent of the Seller
- ☒ buyer's /tenant's agent

Jose D Arias Flores Signature
dotloop verified 09/14/24 7:49 PM EDT GISA-6RVN-YOEP-KNDI (Date)

Signature (Date)

* * * * *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



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 the 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 this 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 terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement the buyer may choose not to be represented but simply 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 brokerage agreement with a different 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

Home Smart _____ act as a Dual Agent for me as the
(Firm Name)
_____ **Seller** in the sale of the property at:

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

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| <div><i>Jose D Arias Flores</i></div> <div>Signature</div> | <div>dotloop verified 09/14/24 7:49 PM EDT BKOK-TRFT-2AT6-VSS3</div> <div>Date</div> | <div></div> <div>Signature</div> | <div></div> <div>Date</div> |
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AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

12 Gwynnbrook Ave, Owings Mills, MD 21117

Property Address

| | | | |
|-----------|------|-----------|------|
| Signature | Date | Signature | Date |
|-----------|------|-----------|------|

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

Jose D Arias Flores

Name(s) of Buyer(s)

| | | | |
|-----------|------|-----------|------|
| Signature | Date | Signature | Date |
|-----------|------|-----------|------|



ESCROW AGREEMENT BETWEEN BUYER, SELLER, AND ESCROW AGENT
(THIS ESCROW AGREEMENT IS NOT PART OF THE CONTRACT OF SALE)

Contract of Sale between Buyer Jose D Arias Flores
and Seller Sandy Dobyns
for Property known as 12 Gwynnbrook Ave, Owings Mills, MD 21117

1. **BUYER'S SELECTION OF ESCROW AGENT:** Buyer selects Universal Title ("Escrow Agent") for the transaction. Escrow Agent is not a party to the Contract of Sale. Buyer and Seller agree that Escrow Agent assumes no duty or liability for the performance, non-performance or otherwise of Buyer's or Seller's obligations under the Contract of Sale.
2. **DEPOSIT DEFINED:** "Deposit" as used herein means deposit, an additional deposit, or a down payment made by a Buyer that the Buyer entrusts to an Escrow Agent to hold for: the benefit of the owner or beneficial owner of the trust money; and a purpose that relates to the purchase or sale of residential real estate in the State of Maryland.
3. **RECEIPT OF DEPOSIT:** Escrow Agent acknowledges receipt of the Deposit in the amount of Five Thousand Dollars (\$ 5,000) on Date of Deposit Receipt as stated below. Escrow Agent acknowledges receipt of Additional Deposit (if applicable) in the amount of _____ Dollars (\$ _____) on the Date of Deposit Receipt for Additional Deposit as stated below.
4. **HANDLING OF DEPOSIT:** Escrow Agent shall, within seven (7) business days of Date of Deposit Receipt, place the Deposit in Escrow Agent's Trust Account. Escrow Agent may not use the Deposit for any purpose other than that for which it is entrusted to Escrow Agent. Neither Buyer nor Seller shall receive interest on the Deposit. Escrow Agent may pool and commingle other trust funds with the Deposit as allowed by law.
5. **NOTIFICATION OF INSUFFICIENT FUNDS:** If the Deposit check is returned for insufficient funds or wire is dishonored, Escrow Agent shall notify Buyer and Seller, and their agents, in writing within five (5) business days from receipt of notice from the financial institution where the Deposit was placed.
6. **MAINTENANCE AND DISPOSITION OF DEPOSIT:** Escrow Agent agrees to maintain the Deposit in Escrow Agent's Trust Account until:
 - A. **SETTLEMENT:** The real estate transaction settles in which case the Deposit shall be applied to the Purchase Price at settlement. If Escrow Agent is not conducting settlement, Escrow Agent shall timely deliver Deposit to settlement agent;
 - B. **RELEASE OF DEPOSIT AGREEMENT:** Escrow Agent receives proper written instructions executed by both Buyer and Seller directing withdrawal or other disposition of the Deposit; **OR**
 - C. **INTERPLEADER:** Escrow Agent files an action for interpleader and delivers the Deposit to a court of competent jurisdiction in the State of Maryland.
7. **DISPUTES:**
 - A. **MEDIATION:** Buyer and Seller acknowledge that if the Contract of Sale obligates the parties to mediate deposit disputes, Buyer and Seller agree to abide by the terms of the mediation provision in the Contract of Sale. If during mediation, Buyer and Seller execute a written agreement concerning the Deposit, Escrow Agent agrees to accept and abide by its terms. If Buyer and Seller execute Maryland REALTORS® Release of Deposit Agreement, Escrow Agent agrees to accept and abide by its terms.
 - B. **HOLDING DISPUTED FUNDS:** Escrow Agent may, at its option, hold disputed funds until a Release of Deposit Agreement is executed by Buyer and Seller.
 - C. **ACTION FOR INTERPLEADER:** In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Escrow Agent's sole responsibility may be met, at Escrow Agent's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into a court of proper jurisdiction by an action for interpleader. Buyer and Seller agree that, upon Escrow Agent's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Escrow Agent regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Escrow Agent harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Escrow Agent to file an action for interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Escrow



Agent to deduct from the Deposit all costs incurred by Escrow Agent in the filing and maintenance of such action, 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 \$1,000 (one thousand dollars) or the amount of the Deposit held by Escrow Agent. All such fees and costs authorized herein to be deducted may be deducted by Escrow Agent 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 Escrow Agent. If the amount deducted by Escrow Agent is less than the total of all of the costs incurred by Escrow Agent in filing and maintaining the interpleader, then Buyer and Seller jointly, and severally, agree to reimburse Escrow Agent for all such excess costs upon the conclusion of the action.

- 8. ATTORNEY'S FEES AND COSTS:** In any action or proceeding between Buyer and Seller and/or between Buyer and Escrow Agent and/or Seller and Escrow Agent resulting in Escrow Agent being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before a Maryland regulatory board, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Escrow Agent 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 Escrow Agent in such action or proceeding, provided that such action or proceeding does not result in a judgment against Escrow Agent. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Escrow Agent including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Escrow Agent, 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 Escrow Agent. The provisions of this Paragraph shall survive settlement and shall not be deemed to have been extinguished by merger with the deed. The term Escrow Agent as used in this paragraph shall include any agent, subagent, salesperson, independent contractor and/or employees of Escrow Agent.
- 9. ENTIRE AGREEMENT:** This Escrow Agreement constitutes the entire agreement among 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 Escrow Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, and successors. Once signed, the terms of this Escrow Agreement can only be changed by a document executed by all parties. To the extent that the terms of this Escrow Agreement and the terms of the Contract of Sale are different, inconsistent or contradict each other, this Escrow Agreement shall control. This Escrow Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

Jose D Arias Flores
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Buyer Signature Date

Sandra Dobyns 09/19/2024
Seller Signature Date

Buyer Signature Date

Seller Signature Date

Signature of Escrow Agent Representative: _____ Date: _____

Name of Escrow Agent: _____

Address of Escrow Agent: _____

Telephone Number of Escrow Agent: _____

Email Address of Escrow Agent: _____

Printed Name of Escrow Agent Representative: _____

Title of Escrow Agent Representative: _____

Date of Deposit Receipt: _____

Date of Deposit Receipt for Additional Deposit (if applicable): _____

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

*

Case No. 24-15135-NVA

SANDRA R. DOBYNS,

*

Debtor.

*

* * * * *

**ORDER GRANTING TRUSTEE’S EMERGENCY MOTION FOR AUTHORITY TO
SELL REAL PROPERTY FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES AND INTERESTS
(12 Gwynnbrook Avenue, Owings Mills, Maryland 21117)**

Upon consideration of the Trustee’s Emergency Motion for Authority to Sell Real Property Free and Clear of All Liens, Claim, Encumbrances and Interests (the “Emergency Motion”), and having found that notice of the Emergency Motion was duly given and that no objection to the Emergency Motion has been filed, and for good cause shown, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Emergency Motion be and is hereby **GRANTED as set forth herein**; and it is further

ORDERED, that, pursuant to 11 U.S.C. § 363(f)(3), the Trustee be and is hereby authorized to sell the Debtor's interests in the property known as **12 Gwynnbrook Avenue, Owings Mills, Maryland 21117** (the "Property") free and clear of all liens, claim, encumbrances and interests to Jose D. Arias Flores (the "Purchaser") in an "as is" condition for the sum of \$330,000.00 under the terms and conditions of the Contract of Sale attached to the Motion as **Exhibit A** and that such Contract of Sale be and is hereby approved; and it is further

ORDERED, that the Trustee be and is hereby authorized to take any and all actions and to execute any and all documents necessary and appropriate to effectuate and consummate the terms of sale of the Property pursuant to the Contract of Sale, including without limitation, executing a deed conveying the interests of the Debtor in the Property to the Purchaser; and it is further

ORDERED, that the Trustee be and is hereby authorized and directed to make disbursements at closing from the proceeds of the sale of the Property directly or through an intermediary, including a title company, as follows:

- (a) the principal and interest and other allowable charges and amounts due to any person to the extent the Trustee concludes that such person holds an interest or claim secured by a non-avoidable, non-subordinated, valid and perfected interest or lien on the Property, including, without limitation, the trust lien of Federal Home Loan Mortgage Corporation, as Trustee for the Benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2021-1 (the "Secured Lender"), and

- (b) the compensation and reimbursement of expenses pursuant to, upon and contingent upon its entry, the order authorizing the Trustee's engagement of a realtor to include Jaida Frederick of Samson Properties, and
- (c) the estate's proportionate share of secured, administrative, or priority real property taxes, transfer and recordation taxes, water/sewage charges, or other charges, fees or assessments attributable to the Property, if any, as of the date of closing, and
- (d) any transfer or recordation fees and stamps and costs of sale that are chargeable to the estate under and pursuant to the terms of the Contract of Sale;

and it is further

ORDERED, that the Secured Lender shall be paid in full subject to a proper payoff quote at the sale closing, or that any sale short of full payoff shall be subject to the Secured Lender's final approval; and it is further

ORDERED, that no lien, claim, judgment, charge, encumbrance or interest against the Property as of the date hereof shall constitute a lien, claim, judgment, encumbrance or interest against the Property hereafter. The failure to satisfy any such lien, claim, judgment, encumbrance or interest at the time of sale shall not preclude or delay the recordation of a deed to the Property in favor of the Purchaser free and clear of any and all such liens, claims, judgments or interests. Rather, all liens, claims, judgments, charges, encumbrances or interests, if any, are hereby transferred to the proceeds of the sale with the same priority as such liens, claims, charges, judgments, encumbrances or interests had against the Property heretofore but, upon motion, complaint or objection thereto, subject to the validity, extent, or priority of such liens, claims, judgments, encumbrances or interests and any charge against the proceeds allowed by the Court and without prejudice to the rights and claims of each lienholder with respect to these proceeds; and it is further

ORDERED, that all proceeds of sale not disbursed at the direction of the Trustee as authorized herein shall be turned over to and retained by the Trustee, in escrow, for disbursement in accordance with the Bankruptcy Code and/or further Order of this Court; and it is further

ORDERED, that the Purchaser is hereby found to be a good faith purchaser within the meaning of 11 U.S.C. §363(m); and it is further

ORDERED, that stay imposed by Fed. R. Bankr. P. 6004(h) be and is hereby **WAIVED**.

Cc: Craig B. Leavers, Esq.
P.O. Box 306
Cockeysville, Maryland 21030

Federal Home Loan Mortgage Corporation,
as Trustee for the Benefit of the Freddie Mac Seasoned
Loans Structured Transaction Trust, Series 2021-1
c/o Michael Hutchins, President
8200 Jones Branch Drive
McLean, VA 22102

Erek L. Barron
United States Attorney
for District of Maryland
36 South Charles Street, 4th Floor
Baltimore, Maryland 21021

Attorney General of the United States
950 Pennsylvania Avenue, NW
Washington, DC 20530

Scott Nadel, Esq.
Daniel Menchel, Esq.
4041 Powder Mill Road, Suite 200
Calverton, Maryland 20705

Jaida Frederick
Samson Properties
8815 Centre Park Drive, Suite 330
Columbia, Maryland 21045

Claudia Bordon
8840 Columbia Pkwy, Ste 110
Columbia, Maryland 21045

Sandra R. Dobyns
12 Gwynnbrook Avenue
Owings Mills, Maryland 21117

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

END OF ORDER