

05-287-CD
Dennis Storm vs. P. McGill et al

PATRICK J. MCGILL, AL.

Dennis Storm et al v. Patrick McGill et al
2005-287-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DENNIS A. STORM and ROSE D.
STORM, a/k/a ROSE DRISKEL-STORM,
a/k/a ROSE A. STORM, and EDWIN D.
STORM and THERESA A. STORM,

Plaintiffs,

VS

PATRICK J. MCGILL and MONICA J.
MCGILL,

Defendants.

CIVIL ACTION - LAW

ACTION FOR EJECTMENT

NO. 05-287-CD

FOR FILING: (1) COMPLAINT

THE LAW OFFICE OF
RAYMOND J. WENDEKIER
ATTORNEYS FOR THE PLAINTIFFS
BY: MARK R. WENDEKIER
ID #55284
306 MAGEE AVENUE
PATTON, PA 16668
(814)674-5991
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FILED

MAR 03 2005

William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DENNIS A. STORM and ROSE D.
STORM, a/k/a ROSE DRISKEL-STORM,
a/k/a ROSE A. STORM, and EDWIN D.
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vs

PATRICK J. MCGILL and MONICA J.
MCGILL,

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CIVIL ACTION - LAW

ACTION FOR EJECTMENT

NO.

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you.

You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint, or for any claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, OR YOU CANNOT AFFORD A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**DAVID S. MEHOILCK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
Telephone: (814) 765-2641**

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County, Pennsylvania is required by law to comply with the Americans with Disabilities of Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court.

THE LAW OFFICE OF RAYMOND J. WENDEKIER

By: 

Mark R. Wendekier, Esquire
306 Magee Avenue
Patton, Pennsylvania 16668
Supreme Court ID# 55284
(814) 674-5991

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DENNIS A. STORM and ROSE D.
STORM, a/k/a ROSE DRISKEL-STORM,
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MCGILL,

Defendants.

CIVIL ACTION - LAW

ACTION FOR EJECTMENT

NO.

COMPLAINT

AND NOW, comes Plaintiffs, DENNIS A. STORM and ROSE D. STORM, a/k/a ROSE DRISKEL-STORM, a/k/a ROSE A. STORM, and EDWIN D. STORM and THERESA A. STORM, (hereinafter collectively referred to as "Plaintiffs") by and through their attorneys, THE LAW OFFICE OF RAYMOND J. WENDEKIER, and files this COMPLAINT and in support of which avers as follows:

1. DENNIS A. STORM and ROSE D. STORM, a/k/a ROSE DRISKEL-STORM, a/k/a ROSE A. STORM are adult individuals with an address of 374 Hanlon Road, Gallitzin, Pennsylvania 16641.

2. EDWIN D. STORM and THERESA A. STORM are adult individuals with an address of 270 Bem Road, Gallitzin, Pennsylvania 16641.

3. PATRICK J. MCGILL and MONICA J. MCGILL (hereinafter referred to as "Defendants"), are adult individuals who have an address of Lots 7 and 8 of the Mease Road Sudivision, Decatur Township, Mease Road, Osceola Mills, Pennsylvania 16666.

4. Plaintiffs are owners of a several pieces of property located in Decatur Township, Clearfield County, Pennsylvania known as Lots 7 and 8 of the Mease Road Subdivision, which is more fully described as follows:

NUMBER 1:

Beginning at an iron pin on the Southerly line of a 50 foot wide access road and easement at the Northwestern corner of Parcel 6; then South 08° 25' 22" West along the Westerly line of Parcel 6 for a distance of 832.82 feet to an iron pin at the terminus of the aforementioned access road and easement and on the Northerly line of Parcel 8; then along the Northerly line of the aforementioned access road and easement, which become the Easterly line of the aforementioned access road

and easement and then becomes the Southerly line of the aforementioned access road and easement the following courses and distances:

- 1) North $46^{\circ} 12' 19''$ West for a distance of 366.26 feet to an iron pin;
- 2) North $25^{\circ} 36' 25''$ West for a distance of 204.91 feet to an iron pin;
- 3) North $09^{\circ} 13' 27''$ East for a distance of 318.30 feet to an iron pin;
- 4) North $38^{\circ} 22' 25''$ East for a distance of 126.79 feet to an iron pin;
- 5) North $78^{\circ} 48' 36''$ East for a distance of 110.19 feet to an iron pin;
- 6) South $85^{\circ} 49' 00''$ East for a distance of 119.70 feet to an iron pin;
- 7) South $70^{\circ} 56' 33''$ East for a distance of 124.55 feet to an iron pin ;

and the point of beginning.

This piece or parcel of land contains 6.324 acres, more or less, and is known and numbered as Parcel 7 on the Mease Road Subdivision of Dennis A. Storm, et ux., et al., as done by George Cree, Registered Surveyor, a reduced copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

NUMBER 2:

Beginning at an iron pin at the Southwesterly corner of Parcel 1; then North $79^{\circ} 45' 38''$ West along the line of land now or formerly of Dawn R. Brock for a distance of 1002.47 feet to an existing stone pile; then North $09^{\circ} 13' 27''$ East for a distance of 896.05 feet to an iron pin on the Southerly line of an access road and easement; then along the Southerly line of the aforementioned access road and easement the following courses and distances:

- 1) South $25^{\circ} 36' 25''$ East for a distance of 229.69 feet to an iron pin;
- 2) South $46^{\circ} 12' 15''$ East for a distance of 224.18 feet to an iron pin;
- 3) South $64^{\circ} 30' 25''$ East for a distance of 159.22 feet to an iron pin

at the terminus of the aforementioned access road and easement; then South $64^{\circ} 30' 25''$ East along the Southerly line of Parcel 6 for a distance of 472.33 feet to an iron pin on the Westerly line of Parcel 2; South $01^{\circ} 32' 48''$ East along the Westerly line of Parcel 2 for a distance of 96.98 feet to an iron pin at the Northwesterly corner of Parcel 1; then South $01^{\circ} 34' 03''$ East along the Westerly line of Parcel 1 for a distance of 331.74 feet to an iron pin and the place of beginning.

This piece or parcel of land contains 12.548 acres, more or less, and is known and numbered as Parcel 8 on the Mease Road Subdivision of Dennis A. Storm, et ux., et al., as done by George Cree, Registered Surveyor, a reduced copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

5. The pieces or parcels of property described in paragraph 4 above have a 1983 Commodore Mobile Home, together with a sand mound and electrical and water connections.

6. The pieces or parcels of property described in paragraph 4 above and the a 1983 Commodore Mobile Home, together with a sand mound, shall be hereinafter collectively referred to as the "Property".

7. The pieces or parcels of property described in paragraph 4 are owned by the Plaintiffs by virtue of the deed recorded in Clearfield County, Pennsylvania as Instrument #199907350.

8. The 1983 Commodore Mobile Home is owned by Plaintiffs by virtue of their acquisition of it in the summer of 2003.

9. In or about the summer of 2003 Plaintiffs situated the 1983 Commodore Mobile Home on the pieces or parcels of property described in paragraph 4 above.

10. On or about July 8, 2003, Plaintiffs entered into an Agreement of Sale with Defendant Patrick L. McGill to purchase the Property (hereinafter referred to as the "Agreement of Sale"), through the mechanism of an Article of Agreement which was to be an installment land contract. A true and correct copy of the Agreement of Sale is attached hereto and incorporated herein by reference as Exhibit "B".

11. The date set for the execution of the Article of Agreement was on or about September 8, 2003.

12. Prior to September 8, 2003, Defendants moved into the Property.

13. Pursuant to the terms of the Agreement of Sale and as a condition precedent to the Article of Agreement, Defendant Patrick L. McGill, was to pay Plaintiffs the sum of \$6,000.00 prior to or at the execution of the Article of Agreement.

14. Prior to the execution of the Article of Agreement, Defendant Patrick L. McGill deposited the sum of \$4,000.00 with Holtz and Associates, as Plaintiffs' agent, toward the \$6,000.00 amount.

15. Pursuant to the term of the Agreement of Sale, the \$4,000.00 as referred to in Paragraph 14 above was to be forfeited upon default of the terms of the Agreement of Sale.

16. On September 8, 2003, Defendants tendered a check to the Plaintiffs' attorney for the additional \$2,000.00, of the condition precedent of the commencement of the Article of Agreement, such check also included costs to prepare the Article of Agreement and the anticipated costs to record the Article of Agreement (hereinafter referred to as the "Check"). A true and correct copy of the front of the Check is attached hereto and incorporated herein as Exhibit "C".

17. The Check was returned for non-sufficient funds.

18. Since on or about September 8, 2003, Defendants have occupied the Property with out any right to occupy the same.

19. The Plaintiffs own all right, title and interest in an to the Property and have no valid agreement or lease, written or verbal, for Defendants to occupy the Property.

WHEREFORE, Plaintiffs pray your Honorable Court to enter an Order and Decree to eject the Defendants from possession and occupancy of the Property, including an order to the Sheriff of Clearfield County, Pennsylvania to forcibly remove the Defendants from the Property if they do not peaceably and voluntarily leave the Property within 10 days of the Decree in Ejectment.

THE LAW OFFICE OF RAYMOND J. WENDEKIER

BY: 

Mark R. Wendekier, Esquire
Attorney for Plaintiffs
306 Magee Avenue
Patton, Pennsylvania
Supreme Court ID# 55284
(814) 674-5991

EXHIBIT "A"

EXHIBIT “B”

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-2K

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Holtz & Assoc. Real Estate PHONE 814-946-4211
 ADDRESS 633 Logan Blvd, Lakewood, PA 16602 FAX 814-946-4250
 BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable:

OR
 Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Sam E PHONE _____
 ADDRESS _____ FAX _____
 BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable:

OR
 Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated 7-8-03, is between
 SELLER(S): Deanna Rose Storm et al

_____, called "Seller," and

BUYER(S): Patricia L. McGinn

_____, called "Buyer."

2. PROPERTY (1-00) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

Lot # 7 & 8, Meers Road Subdivision - 1983 Condominium Act on site with
land and public water, etc. in the Twp of Decatur,
 County of Cal in the Commonwealth of Pennsylvania, Zip Code _____

Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____

3. TERMS (1-02)

(A) Purchase Price Forty Thousand Dollars (\$40,000⁰⁰) U.S. Dollars

which will be paid to Seller by Buyer as follows:

- | | |
|--|-------------------------------|
| 1. Cash or check at signing this Agreement: | \$ <u>4,000⁰⁰</u> |
| 2. Cash or check within _____ days of the execution of this Agreement: | \$ _____ |
| 3. <u>At time of Agreement</u> | \$ <u>34,000⁰⁰</u> |
| 4. Cash, cashier's or certified check at time of settlement: | \$ <u>2,000⁰⁰</u> |
| TOTAL | \$ <u>40,000⁰⁰</u> |

(B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: _____

(C) Seller's written approval to be on or before: 7-12-03

(D) Settlement to be on 7-31-03, or before if Buyer and Seller agree.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Information Regarding Tax Proration); rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: _____

(B) LEASED items (not owned by Seller): Seller to carry an article of agreement in the amount of \$3,000⁰⁰
C 8% interest for 15 yrs and 10% paid to 5th yr. Balance then C the 60th pmte.

(C) EXCLUDED fixtures and items: Refrigerator #1 is to be \$250/mo and succeeding years to be
paid @ \$1.10 to be \$3,709.51 - pmte through to be 304/mo. Buyer to pay R.E. & x's and keep

5. DATES/TIME IS OF THE ESSENCE (1-02) adequate insurance on property.

(A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are

6. MORTGAGE CONTINGENCY (1-02)

☒ **WAIVED.** This sale is NOT contingent on mortgage financing.

☐ **ELECTED**

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1. Amount of mortgage loan \$ _____
2. Minimum Term _____ years
3. Type of mortgage _____
4. Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the mortgage lender and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender to make the above terms available to Buyer.

(B) Within _____ DAYS (10 days if not specified) of the execution of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms specified above to a responsible mortgage lender. The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the mortgage lender for the purposes of assisting in the mortgage loan process.

(C) 1. Mortgage commitment date _____. If a written commitment is not received by Seller by the above date, Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement in writing by notice to Buyer.

2. Upon receipt of a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

3. Seller has the option to terminate this Agreement in writing, after the mortgage commitment date if the mortgage commitment:

- a. Is not valid until the date of settlement, OR
- b. Is conditioned upon the sale and settlement of any other property, OR
- c. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender within _____ DAYS after the mortgage commitment date in paragraph 6 (C) (1).

4. If this Agreement is terminated as specified in paragraphs 6 (C) (1) or (3), or the mortgage loan is not obtained for settlement, all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance, mine subsidence insurance and/or fire insurance with extended coverage, or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Seller. Seller will, within _____ DAYS of receipt of the mortgage lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller chooses to make the required repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2. If Seller chooses not to make the required repairs, or if Seller fails to respond within the time given, Buyer will, within _____ DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within _____ DAYS of Seller's denial, terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) **Seller Assist**

☒ **NOT APPLICABLE**

☐ **APPLICABLE.** Seller will pay:

☐ \$ _____, maximum, toward Buyer's costs as permitted by the mortgage lender.

☐ _____

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the dollar amount to be inserted is the sales price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

(G) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**

☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.

Buyer's Initials _____

Date _____

(H) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-02)

(A) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

(D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any reports to Broker for Buyer.

8. PROPERTY INSPECTION CONTINGENCY (1-02)

Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.

☒ **WAIVED.** Buyer understands that Buyer has the option to request inspections of the Property from Buyer's Inspection Agency and

134 Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here. 134
135 ☒ WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection Notices and 135
136 Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement. 136
137 ☐ ELECTED 137
138 (A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspec- 138
139 tions and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection Notices and Environmental 139
140 Notices). This contingency does not apply to the following existing conditions and/or items: _____ 140
141 _____ 141
142 (B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see Information Regarding 142
143 the Home Inspection Law) such home inspection shall be performed by a full member in good standing of a national home inspection associ- 143
144 ation, or by a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code 144
145 of conduct or practice of that association. 145

146 Buyer Initials: R.L.M.

A/S-2K Page 2 of 8

Seller Initials: Bill Edwards 146

(C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will:

☐ **Option 1. Within the time given for completing inspections:**

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 2. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as may be acceptable to the mortgage lender, if any.
- Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this Agreement within the time given for completing inspections and according to the provisions in paragraph 8(C) (Option 1) 1 and 2.

☐ **Option 2. Within the time given for completing inspections:**

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ _____.
2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, Buyer will deliver the report(s) to Seller within the time given for inspection.
 - a. Seller will, within 7 DAYS of receiving the report(s), inform Buyer in writing of Seller's choice to:
 - (1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
 - (2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
 - (3) Not make repairs and not credit Buyer at settlement for any costs to repair conditions contained in the report(s).
 - b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
 - c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will, within 5 DAYS:
 - (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - (2) Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

9. WOOD INFESTATION INSPECTION CONTINGENCY (1-02)

☒ **WAIVED.** Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ **ELECTED**

(A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage lenders, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected: _____

(B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws.

(C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to Seller within 7 DAYS of delivering the original inspection report.

(D) Within 5 DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

(E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 DAYS, will notify Seller in writing of Buyer's choice to:

1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-02)

☒ **NOT APPLICABLE**

☐ **APPLICABLE**

(A) Seller represents that Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property, unless checked below.

☐ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) _____

(B) **Records/Reports:** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, unless checked below.

☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents) _____

(C) **Buyer's Acknowledgement.** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or

221 (C) Buyer's Acknowledgement: Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead warning 221
222 Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or 222
223 lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead- 223
224 based paint hazards identified in paragraph 10(B). 224
225 Buyer's Initials _____ Date _____ 225
226 (D) RISK ASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer 226
227 has 10 DAYS to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. 227
228 ☐ WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of 228
229 lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 25 of 229
230 this Agreement. 230
231 ☐ ELECTED 231
232 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based 232
233 paint hazards. The risk assessment and/or inspection will be completed within 10 DAYS of the execution of this Agreement. 233
234 Buyer Initials: PJM A/S-2K Page 3 of 8 Seller Initials: [Signature] 234

Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.

3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a projected completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the projected completion date.

4. Upon receiving the corrective proposal, Buyer, within 5 DAYS, will:

- Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, Buyer, within 5 DAYS, will:

- Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

6. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(E) Certification: By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

11. STATUS OF RADON (1-02)

(A) Seller represents that Seller has no knowledge concerning the presence or absence of radon unless checked below.

- ☐ 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
------	--------------	--

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

- ☐ 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
------	------------------------

(B) RADON INSPECTION CONTINGENCY

☒ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and will deliver a copy of the test report to Seller within DAYS (15 days if not specified) of the execution of this Agreement. (See Environmental Notices: Radon)

- If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 7 DAYS of receipt of the test results:

☐ Option 1

- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
- Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures.

(1) Within 5 DAYS of receiving the corrective proposal, Seller will:

- Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Not agree to the terms of the corrective proposal.

(2) Should Seller not agree to the terms of the corrective proposal or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, elect to:

- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ Option 2

- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures. Seller will pay a maximum of \$ toward the total cost of remediation and retests, which will be completed by settlement.

(1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b. Seller will, within 5 DAYS of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:

- Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B) (Option 2) b.

(2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:

- Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
- Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

12. STATUS OF WATER (1-02)

(A) Seller represents that the Property is served by:

☐ Public Water

309 (A) Seller represents that the Property is served by: 309
310 ☐ Public Water 310
311 ☐ On-site Water 311
312 ☒ Community Water 312
313 ☐ None 313
314 314
315 (B) WATER SERVICE INSPECTION CONTINGENCY 315
316 ☒ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES 316
317 THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement. 317
318 ☐ ELECTED 318
319 1. Buyer has the option, within _____ DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver 319
320 to Seller a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service. 320
321 321
322 Buyer Initials: A. Z. M. A/S-2K Page 4 of 8 Seller Initials: 322

2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:
- Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Not upgrade the water service.
4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within 5 DAYS, either:
- Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

13. STATUS OF SEWER (1-02)

(A) Seller represents that the Property is served by:

- ☐ Public Sewer
- ☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1)
- ☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
- ☐ Community Sewage Disposal System
- ☐ Ten-acre Permit Exemption (See Sewage Notice 2)
- ☐ Holding Tank (See Sewage Notice 3)
- ☐ None (See Sewage Notice 1)
- ☐ None Available/Permit Limitations in Effect (See Sewage Notice 5)
- ☒ Send manual to be installed

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

☒ **WAIVED.** Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ **ELECTED**

- Buyer has the option, within _____ DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.
- Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to and empty the individual on-lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
- If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:
 - Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Not correct the defects.
- If Seller chooses not to correct the defects, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, either:
 - Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within 25 DAYS of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:
 - Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-02)

(A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here: _____

(B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____

(C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:

- (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:
1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR
 2. Not comply with notices and assessments at Seller's expense.
 3. If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will comply, Buyer will notify Seller within 5 DAYS in writing that Buyer will either:
 - a. Comply with notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

Buyer Initials: AXM

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Seller Initials: BAI

- (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer, on or before settlement:
1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances, AND/OR
 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.

If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs or if Seller fails to respond within the time given, Buyer may, within 5 DAYS, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

15. TITLE, SURVEYS & COSTS (1-02)

- (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood Insurance, fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the Property (or the correction thereof) will be secured and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.
- (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give with no change to the purchase price; or (2) being repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and for those items specified in paragraph 15(B) items (1), (2), (3) and in paragraph 15(C), in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

16. ZONING CLASSIFICATION (1-02)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel) thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: none

- ☐ ELECTED. Within 15 DAYS of the execution of this Agreement, Buyer will verify that the existing use of the Property as is permitted. In the event the use is not permitted, Buyer will, within the time given for verification, notify Seller in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

17. COAL NOTICE

- ☐ NOT APPLICABLE
☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

18. POSSESSION (1-02)

- (A) Possession is to be delivered by deed, keys and:
1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of execution of this Agreement.
- (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the written consent of Buyer.

19. RECORDING (3-85) This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

20. ASSIGNMENT (3-85) This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

21. DEPOSIT & RECOVERY FUND (1-02)

- (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit monies may be held pending the acceptance of this offer.
- (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a fully executed written agreement between Buyer and Seller.
- (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
- (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust-

485 (M) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate 485
486 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust- 486
487 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and 487
488 (717) 783-4854 (outside Pennsylvania). 488
489 22. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-02) 489
490 ☒ NOT APPLICABLE 490
491 ☐ APPLICABLE: CONDOMINIUM. Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' 491
492 association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies 492
493 of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association. 493
494 ☐ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). Buyer acknowledges that the Property is part of a planned 494
495 community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice). §5407(a) of the Act requires 495
496 Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and 496
497 a Certificate containing the provisions set forth in §5407(a) of the Act. 497

498 Buyer Initials: H.M.

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Seller Initials: [Signature]

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

- (A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.
- (C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 3 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.
- (D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any.

23. MAINTENANCE & RISK OF LOSS (1-02)

- (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:
1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is sooner, that Buyer will:
 - a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-02)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits set forth in this Agreement will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

25. RELEASE (1-02)

Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

26. REPRESENTATIONS (1-02)

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
- (B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase the Property in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.
- (E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. DEFAULT (1-02)

- (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in paragraph 3; OR
 2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (B) Unless otherwise checked in paragraph 27 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies, in one of the following manners:
1. On account of purchase price; OR
 2. As monies to be applied to Seller's damages; OR
 3. As liquidated damages for such breach.
- (C) ☒ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
- (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or (C), Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. MEDIATION (7-06)

28. MEDIATION (7-96)

☒ NOT AVAILABLE

☐ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.

☐ ELECTED

(A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.

(B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System (see Mediation Notice).

(C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer Initials:

B.L.M.

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Seller Initials:

B.L.M. S.L.M.

587 29. SPECIAL CLAUSES (1-02)

588 (A) The following are part of this Agreement if checked:

589 ☐ Sale & Settlement of Other Property
590 Contingency Addendum (PAR Form SSP)591 ☐ Sale & Settlement of Other Property Contingency
592 with Right to Continue Marketing Addendum
593 (PAR Form SSP-CM)☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)☐ Tenant-Occupied Property Addendum (PAR Form TOP)594 (B) *Seller reserves gas rights.*595 (C) *Buyer agrees to R/w agreement.*

603 Buyer and Seller acknowledge receiving a copy of this Agreement at the time of signing.

604
605 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this
606 Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised
607 to consult an attorney before signing if they desire legal advice.608 ☐ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.609 ☐ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.610 ☐ Buyer has read and understands the notices and explanatory information set forth in this Agreement.611 ☐ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding
612 the Real Estate Seller Disclosure Law).613 ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this
614 Agreement.615 BUYER'S MAILING ADDRESS: *PO Box 64*
616 *OSCEOLA Mills PA. 16666*617 BUYER'S CONTACT NUMBER(S): *Nashville TN - 615 126*618 WITNESS *[Signature]*619 BUYER *[Signature]* DATE *08 July 03*

SS#

620 WITNESS

BUYER

DATE

SS#

621 WITNESS

BUYER

DATE

SS#

622 Seller hereby approves the above contract this (date)

623 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of

624 off from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided

625 Seller, Broker for Seller, but in no event will the sum paid to the Broker for Seller exceed the above specified Broker's fee.

626 ☐ Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.627 ☐ Seller has received a statement of Seller's estimated closing costs before signing this Agreement.628 ☐ Seller has read and understands the notices and explanatory information set forth in this Agreement.

629 SELLER'S MAILING ADDRESS:

630 SELLER'S CONTACT NUMBER(S):

631 WITNESS

SELLER

DATE

SS#

632 WITNESS

SELLER

DATE

SS#

633 WITNESS

SELLER

DATE

SS#

634 Broker's/Licensees' Certifications (check all that are applicable):

635 ☐ Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Licensees involved in
636 this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.637 Acknowledgement: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead-Based
638 Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.639 ☐ Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that
640 the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of
641 these parties in connection with this transaction is attached to this Agreement.

659 the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of 659
660 these parties in connection with this transaction is attached to this Agreement. 660
661
662 ☐ Regarding Mediation: The undersigned ☐ Broker for Seller ☐ Broker for Buyer agree to submit to mediation in accordance with 662
663 paragraph 28 of this Agreement. 663
664
665 **BROKER FOR SELLER (Company Name)** _____ 665
666 **ACCEPTED BY** _____ **DATE** _____ 666
667
668 **BROKER FOR BUYER (Company Name)** _____ 668
669 **ACCEPTED BY** _____ **DATE** _____ 669
670
671
671

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SELLER'S COPY

EXHIBIT "C"

Patricia Monica Helge
P.O. Box 64
Oscoda, MI 49866
814-932-8203

9-8-03 60-627/313

Date

Pay to the Order of The Law Office of Raymond Wondolow \$230.50

Two thousand three hundred sixty ~~50~~ Dollars

CNB
COUNTY NATIONAL BANK
PLAZA OFFICE PHILADELPHIA, PA

Balance for article

MP

⑆031306278⑆ 5846852⑆

VERIFICATION

I, DENNIS A. STORM, verify that the statements made in this pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements which I make in any pleading are subject to the penalties of 18 Pa. C. S. Section 4904, relating to unsworn falsification to authorities.


DENNIS A. STORM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100268
NO: 05-287-CD
SERVICE # 1 OF 2
COMPLAINT IN EJECTMENT

PLAINTIFF: DENNIS A. STORM and ROSE D. STORM aka ROSE DRISKEL-STORM, aka ROSE A. STORM and
EDWIN D. STORM and THERESA A. STORM

vs.

DEFENDANT: PATRICK J. MCGILL and MONICA J. MCGILL

SHERIFF RETURN

NOW, March 14, 2005 AT 9:17 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON PATRICK J. MCGILL
DEFENDANT AT 555 MEASE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING
TO PATRICK J. MCGILL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING


FILED

019:30 /sw

APR 11 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100268
NO: 05-287-CD
SERVICE # 2 OF 2
COMPLAINT IN EJECTMENT

PLAINTIFF: DENNIS A. STORM and ROSE D. STORM aka ROSE DRISKEL-STORM, aka ROSE A. STORM and
EDWIN D. STORM and THERESA A. STORM

vs.

DEFENDANT: PATRICK J. MCGILL and MONICA J. MCGILL

SHERIFF RETURN

NOW, March 14, 2005 AT 9:17 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON MONICA J. MCGILL
DEFENDANT AT 555 MEASE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING
TO MONICA J. MCGILL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100268
NO: 05-287-CD
SERVICES 2
COMPLAINT IN EJECTMENT

PLAINTIFF: DENNIS A. STORM and ROSE D. STORM aka ROSE DRISKEL-STORM, aka ROSE A. STORM and
EDWIN D. STORM and THERESA A. STORM

vs.

DEFENDANT: PATRICK J. MCGILL and MONICA J. MCGILL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WENDEKIER	14826	20.00
SHERIFF HAWKINS	WENDEKIER	14826	56.77

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff