



**SHORT SALE ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated 2/9/09 to Contract of Sale dated \_\_\_\_\_  
between Buyer \_\_\_\_\_  
and Seller Troy A. Randall and Amelia H. Randall  
for Property known as 9509 Wars Place Frederick, MD 21704

1. **ACKNOWLEDGMENT OF SHORT SALE.** The Purchase Price in the Contract is insufficient to satisfy all debts and obligations secured by liens on the Property as well as to pay brokers' fees and other customary and necessary costs of the sale. Seller's ability to convey good and merchantable title under Paragraph 20 of the Contract is subject to obtaining releases on all liens and encumbrances. Because third parties will be asked to approve a lien payoff that is less than or "short of" the amount actually owed, this proposed transaction is referred to as a "Short Sale."
2. **THIRD PARTY APPROVAL OF SHORT SALE.** Buyer and Seller acknowledge that the Contract is contingent upon receipt of written approval of the Contract by Third Parties, including institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and/or private parties. No later than five (5) days after the Date of Contract Acceptance, Seller shall submit the Contract to the Third Parties, together with any additional documentation required by the Third Parties, for review and approval.
3. **THIRD PARTY MODIFICATIONS.** Buyer and Seller acknowledge that the Third Parties may elect to request modifications to the terms of the Contract or refuse to approve the sale. If a Third Party requests modifications to the Contract, Seller shall, no later than three (3) days after Seller's receipt of the request, deliver a written notice of the requested modification to Buyer. The modifications shall not be binding upon Buyer or Seller without their mutual written consent.
4. **FAILURE TO OBTAIN THIRD PARTY APPROVAL.** If within 60 days after Contract Acceptance, Seller has not received third party approval as provided in Paragraph 2 of this Addendum or Buyer and Seller have not reached agreement as provided in Paragraph 3 of this Addendum, the Contract shall be deemed null and void and of no further force and effect. In such event, the Deposit shall be disbursed in accordance with Paragraph 19 of the Contract.
5. **OTHER OFFERS.** Unless otherwise agreed in writing, Seller may continue to market the Property after the Date of Contract Acceptance and to present subsequent offers received for the Property to the third parties.
6. **CREDIT, LEGAL AND TAX ADVICE.** Seller is hereby notified that a short sale may have credit, legal or tax consequences. **Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding the potential consequences of a short sale.**
7. **TIMEFRAMES FOR INSPECTIONS, APPRAISAL AND FINANCING CONTINGENCIES.** Notwithstanding any provision of the Contract:
  - a. Timeframes for all inspections provided in the Contract shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - b. Timeframe for Appraisal Contingency, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - c. Timeframe for Financing Contingency, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - d. Timeframe for Additional Deposit as provided in Paragraph 7(b) of the Contract, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer

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

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

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 9509 Ward Place, Frederick, MD 21704

Legal Description: Lot 9079 Villages of Urbana

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner 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 OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 4 years

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

Water Supply [X] Public [ ] Well [ ] Other
Sewage Disposal [X] Public [ ] Septic System approved for (# bedrooms)
Garbage Disposal [X] Yes [ ] No
Dishwasher [X] Yes [ ] No
Heating [X] Natural Gas [ ] Electric [ ] Heat Pump Age
Air Conditioning [X] Natural Gas [X] Electric [ ] Heat Pump Age
Hot Water [X] Natural Gas [ ] Electric Capacity Age

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: \_\_\_\_\_  
Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
When was the system last pumped? Date \_\_\_\_\_  
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  Unknown  
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: \_\_\_\_\_

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

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

Owner Troy A. Randall Date 8/22/08

Owner Amelia H. Randall Date 8/25/08

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 OWNER(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**.

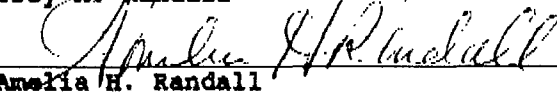
Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(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.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

\_\_\_\_\_

Owner  Date 8/22/08

Troy A. Randall

Owner  Date 8/25/08

Amelia H. Randall

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 \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



## Frederick County Disclosure

**LEGAL REQUIREMENT.** All Contracts of Sale for real property in the State of Maryland are required to be in writing to be enforceable. You have the right to have legal counsel review all documents and represent you. The Broker/agent is required to submit all written offers to the seller. An offer to purchase is not a contract until all terms and conditions have been agreed to in writing by the Buyer and Seller. The terms of a Contract of Sale cannot be altered after it has been accepted by all parties unless mutually agreed upon in writing by the Buyer and Seller. Therefore, the Buyer is advised that any contingencies or conditions of the sale should be a part of the original offer. The accepted Contract of Sale is a legally binding and enforceable document.

**EQUAL HOUSING.** The Property is offered in compliance with Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments of 1988) and applicable Maryland and local laws with respect to race, color, sex, religion, national origin, physical and mental handicaps, familial status, age, sexual orientation, marital status and such other protected classes.

**AIRPORTS, AIRSTRIPS & HELIPADS.** Buyer acknowledges that there are properties located within a three (3) mile radius of airports, airstrips, heliports or helipads and it is the Buyers' responsibility to review any appropriate maps, plans or other information which they deem appropriate prior to entering into a Contract of Sale. The Frederick Municipal airport is located at 111 Airport Dr. E., Frederick, MD.

**CITY OF FREDERICK SALE OF REAL PROPERTY ORDINANCE.** The City of Frederick Disclosure upon Sale of Real Property Ordinance (the City of Frederick Code Section #12.5-3) requires the inclusion of the City of Frederick Disclosure Statement as a part of all Contracts of Sale for real property located within the City of Frederick limits.

**FREDERICK COUNTY RIGHT TO FARM ORDINANCE.** The Frederick County Right to Farm Ordinance (Frederick County Ordinance #96-23-175) requires the inclusion of the Right to Farm Disclosure Statement as a part of all Contracts of Sale for real property within Frederick County.



**HAZARDOUS MATERIALS.** There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any 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 their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

**HOME WARRANTIES.** A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

**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 will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, termite and other certifications when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in Buyer's name commencing with the day of settlement or occupancy.

**MASTER PLANS AND ZONING ORDINANCES.** Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as the Parks and Recreations, Planning and Zoning, etc.

**CONDOMINIUM ASSOCIATION APPROVAL.** If a sale is subject to the approval or right of first refusal of the Council Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

**COMMUNITY DEVELOPMENT AUTHORITY DISTRICTS.** In Fredrick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, §44A(B) of the Code or by a Community Development Authority as authorized in § 2-7-125(B) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing.

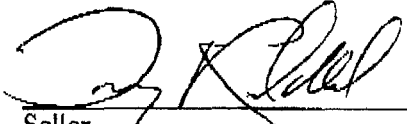
This sale is subject to a tax or fee of a Special Taxing District or Community Development Authority. State law requires that the Seller disclose to you at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property you are purchasing. The content of the information to be disclosed is set forth in § 10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.

The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ \_\_\_\_\_.

The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is \_\_\_\_\_.

Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.

Tax of fee: \_\_\_\_\_ is delinquent   is not delinquent

 8/22/08  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Troy A. Randall

 8/25/08  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Amelia H. Randall

Form: Frederick County Disclosure  
FCAR© 9/06

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**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # \_\_\_\_\_ dated 8/22/08 to Exclusive Right to Sell Brokerage Agreement dated 8/22/08 between Owner(s) Amelia H. Randall and Broker Troy A. Randall Re/max Realty Centre Jacqueline Barnes-Newsome 9509 Ward Place for Property known as Frederick, MD 21704

**INCLUSIONS/EXCLUSIONS:** Owner Intends for these Items marked below to be included in the sale of the property unless otherwise negotiated:

- |  |  |  |   |
|--|--|--|---|
| <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>   |
| <input checked="" type="checkbox"/> Alarm System       | <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover                  | <input type="checkbox"/> Trash Compactor                    |
| <input checked="" type="checkbox"/> Built-In Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet      | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input checked="" type="checkbox"/> Wall Oven(s) # <u>2</u> |
| <input type="checkbox"/> Ceiling Fan(s) # _____        | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input checked="" type="checkbox"/> w/ice maker                | <input type="checkbox"/> Water Filter                       |
| <input type="checkbox"/> Central Vacuum                | <input type="checkbox"/> Freezer                           | <input checked="" type="checkbox"/> Satellite Dish             | <input type="checkbox"/> Water Softener                     |
| <input type="checkbox"/> Clothes Dryer                 | <input type="checkbox"/> Furnace Humidifier                | <input checked="" type="checkbox"/> Screens                    | <input type="checkbox"/> Window A/C Unit(s) # _____         |
| <input type="checkbox"/> Clothes Washer                | <input type="checkbox"/> Garage Opener(s) # _____          | <input checked="" type="checkbox"/> Shades/Blinds              | <input type="checkbox"/> Window Fan(s) # _____              |
| <input checked="" type="checkbox"/> Cooktop            | <input checked="" type="checkbox"/> w/remote(s) # _____    | <input type="checkbox"/> Storage Shed(s) # _____               | <input type="checkbox"/> Wood Stove                         |
| <input checked="" type="checkbox"/> Dishwasher         | <input checked="" type="checkbox"/> Garbage Disposer       | <input type="checkbox"/> Storm Doors                           |   |
| <input type="checkbox"/> Drapery/Curtain Rods          | <input type="checkbox"/> Hot Tub, Equip. & Cover           | <input type="checkbox"/> Storm Windows                         |   |
| <input type="checkbox"/> Draperies/Curtains            | <input type="checkbox"/> Intercom                          | <input type="checkbox"/> Stove or Range                        |   |
| <input type="checkbox"/> Electronic Air Filter         | <input type="checkbox"/> Playground Equipment              | <input type="checkbox"/> T.V. Antenna                          |   |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

**UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)**

- Water Supply:  Public  Well  
 Sewage Disposal:  Public  Septic  
 Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  
 Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
 Air Conditioning:  Gas  Elec.  Other \_\_\_\_\_

Troy A. Randall 8/22/08 Amelia H. Randall 8/22/08  
 Owner Date Owner Date  
 Troy A. Randall Amelia H. Randall

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