

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

KATRINA WHITE
Plaintiff

*

v.

Case No. C-21-FM-20-000663

*

*

KYLE WHITE
Defendant

*

* * *

**TRUSTEE’S REPORT OF SALE AND VERIFIED MOTION FOR APPROVAL
OF SALE OF PROPERTY AND FOR RELATED RELIEF**

TO THE HONORABLE MARK K. BOYER, CIRCUIT JUDGE:

COMES NOW Roger Schlossberg, Trustee (the “Trustee”), by and through his undersigned counsel, Schlossberg | Mastro, and in support of his *Trustee’s Report of Sale and Verified Motion for Approval of Sale of Property and for Related Relief* (this “*Sale Motion*”), hereby respectfully represents as follows:

Background of Proceedings and Requested Relief

1. By that *Judgment of Absolute Divorce* entered by this Court on July 12, 2023, as well as the subsequent *Order Clarifying Appointment and Authority of Trustee and Granting Related Relief* entered on July 20, 2023 (said *Judgment* and *Order* being hereinafter collectively referred to as the “*Appointment Order*”), the undersigned was appointed to serve in these proceedings as Trustee of the improved real property located at 11208 Suffolk Drive, Hagerstown, Maryland 21742 (the “*Realty*”) jointly-owned by the parties hereto for the purpose of marketing and sale of the same; with said sales to be effected consistent with the requirements of Title 14, Chapter 300 of the Maryland Rules of Procedure.

2. Consistent with the provisions of the *Appointment Order* and in order to assist in the discharge of his duties herein, the Trustee engaged as real estate professionals the services of Jay Decker (the “Agent”), a licensed real estate agent in the State of Maryland associated with Redfin Corporation (the “Firm”; the Agent and the Firm being hereinafter collectively referred to as the “Broker”). Contemporaneous therewith, the undersigned Trustee filed herein on or about August 7, 2023 his *Trustee’s Motion for Employment of Real Estate Professionals* (the “*Broker Motion*”) seeking authority thereby to employ the Broker under the terms and conditions of a *Trustee’s Exclusive Listing Agreement* (the “*Listing Agreement*”) negotiated between and proposed to be executed and delivered by the Trustee and the Broker in that form attached thereto. By this Court’s *Order Granting Trustee’s Motion for Employment of Real Estate Professionals* (the “*Broker Motion*”) entered herein on August 8, 2023, the Trustee was authorized so to employ the Broker.

3. As a result of the efforts of said Broker, the Trustee learned of the interest of Frank Acheampong Yeboah and Rita Seiwaah Abankwa (collectively, the “Purchasers”)¹ in the purchase of the Realty and entered into negotiations with said Purchasers in respect to the same. On October 29, 2023, those negotiations ripened into an executed agreement for the sale and purchase of the Realty for the agreed sum of \$480,000.00 upon those terms and subject to those conditions contained in that *Trustee’s Agreement of Sale* (the “*Sale Agreement*”) of that date; a copy of which *Sale Agreement*, inclusive of Exhibit 1 and all additional addenda thereto being attached hereto and incorporated by reference herein as Exhibit 1 to this *Sale Motion*. As review of that *Sale Agreement* will reveal, the Purchasers have tendered to the Trustee a non-refundable earnest money deposit in the amount of \$7,000.00 (the “Purchase Deposit”) to secure their obligations

¹ For reasons which remain inexplicable, the names of the Purchasers as inserted in the *Sale Agreement* by the Purchasers (or their sales representative) are spelled in various forms with only the spelling inserted above in ¶ 3 of the instant *Sale Motion* now agreed by all parties to be correct. See *Addendum to Contract of Sale* appearing at Page 29 of Exhibit 1 attached hereto.

under the *Sale Agreement*; which said obligations of the Purchasers thereunder are contingent only upon: (i) the Purchasers' ability to obtain purchase money financing under the strict terms of the *General Addendum* and *VA Financing Addendum* attached to the *Sale Agreement* at Page 19 and at Pages 20-21, respectively; (ii) the receipt of satisfactory results from the inspections contemplated to be conducted by the Purchasers as detailed in the *Property Inspections Addendum* attached to the *Sale Agreement* at Pages 22-24; (iii) Satisfaction by the Trustee of his obligation to deliver insurable title to the Realty in that form and quality set forth in the proposed title insurance commitment attached to the *Sale Agreement* as Exhibit 1; and (iv) approval of this Court.

4. By the instant *Sale Motion*, the Trustee seeks approval of said proposed sale pursuant to the provisions of the *Appointment Order* and Chapter 300 of Title 14 of the Maryland Rules of Procedure.

**The Instant *Sale Motion* Satisfies the Requirements of the
Maryland Rules of Procedure for the Sale of the Realty**

5. The Trustee respectfully submits that the instant *Sale Motion* and attached Exhibits hereto satisfy all requirements established under the provisions of Title 14, Chapter 300 of the Maryland Rules of Procedure for the sale of the Realty which is the subject hereof. In particular, the Trustee urges that the instant *Sale Motion*, itself, satisfies the requirement of Rule 14-305(a) mandating the filing of a report of sale. Similarly, the executed, witnessed and acknowledged *Affidavit* of the Purchasers (the "*Purchasers Affidavit*") in that exemplar form attached hereto and incorporated by reference herein as Exhibit 2 will satisfy the requirement for the filing of the same imposed by Rule 14-305(b).² The Trustee further urges that the requirements and procedures set

² Due to circumstances beyond the control of the Trustee, an executed, witnessed and acknowledged *Purchasers Affidavit* in the form of Exhibit 2 was not yet available from the Purchasers to be filed with this *Sale Motion* as of the date and time of its filing. However, in order to preserve the prospects of an early closing upon the sale contemplated herein and expedited consideration of this *Sale Motion* with adequate notice provided to all parties sufficient to satisfy the requirement contained in Rule 14-305(d), the Trustee has opted to file this *Sale Motion* with

out in Rule 14-305(d) and (e) will be satisfied by the use of the proposed *Show Cause Order* and procedures with respect thereto as suggested in ¶¶ 8 through 15, *infra*.

6. The Trustee also takes note that Maryland Rule 14-303(c) requires in the context of proceedings such as those at bar that, unless excused by order of this Court, any fiduciary proposing to make a private sale in such proceedings must file an appraisal made by a competent appraiser within six (6) months before the proposed date of sale. Upon assuming his duties as Trustee herein, the undersigned took note of the absence of any prior appraisals made available to him by the parties. In consideration of the same, and in an effort to conserve the resources of the fiduciary estate herein, the Trustee took note of the existence on-line of multiple property valuations made with respect to the Realty as available on the public websites of Zillow, Redfin Corporation and Realtor.com; the same hereinafter being collectively referred to as the “*Appraisals*”; copies of which Appraisals being collectively attached hereto and incorporated by reference herein as Exhibit 3. As review of the same will reflect, the value of the Realty as estimated by those *Appraisals* ranged between \$447,349.00 and \$473,000.00. In consideration of the same and a then-burgeoning market, and after consultation with the Broker, the Trustee determined to list the Realty for sale at an initial listing price of \$549,900.00 as is reflected in the *Listing Agreement*.

7. In the circumstances of the instant proceedings, and in the exercise of that considerable discretion reserved to the Court by Rule 14-303(c) to excuse said appraisal requirement in its entirety, the Trustee respectfully urges that the Court should accept the *Appraisals* and valuation therein set forth in full satisfaction of the appraisal requirement otherwise imposed by said Rule.

only the unexecuted exemplar of the required *Purchasers Affidavit* now attached hereto as Exhibit 2. The Trustee, of course, acknowledges that the filing of an executed, witnessed and acknowledged *Purchasers Affidavit* will be required in order to satisfy the requirements of Rule 14-305(b) and thereby obtain this Court’s approval and satisfaction of the Trustee’s sale of the Realty as hereinafter prayed.

Proposed Procedures for Approval of Proposed Sale of Realty

8. Consistent with his obligations as a fiduciary herein, and mindful of the history and circumstances of the parties in the instant proceedings, the Trustee observes that although both the Plaintiff and the Defendant presently remain represented by counsel of record³, the Trustee is informed by the Defendant Kyle White (and as confirmed by his counsel, Mr. Gast) that said Defendant has discharged Mr. Gast as his counsel. As such, substantially all communications between the Trustee and Mr. White in this case have been direct and without the participation of Mr. Gast or any other counsel. Accordingly, the Trustee has crafted the procedures proposed herein to take note of the fact that Mr. White will not be permitted access to MDEC; therefore, appropriate care has been taken in crafting these proposed procedures to ensure that said Defendant will receive notice of all filings and all actions taken herein, or proposed to be taken, by the Trustee or any other persons in respect of the proposed sale of the Realty.⁴ In such fashion, the Trustee has endeavored to assure that the value of the Defendant's interest (as well as that of the Plaintiff) in the Realty being exposed to sale is maximized, and that the Defendant (as well as the Plaintiff) is afforded a meaningful and timely opportunity to participate in said sale process on a competitive basis. Accordingly, the undersigned Trustee proposes that the following procedures be utilized to provide notice to all parties, including the Defendant, of the Trustee's intended sale of the Realty, including the opportunity for said parties to object to said proposed sale or to interpose or solicit competitive bids for the Realty.

³ As of this date, the Plaintiff Katrina White is represented of record by Meaghan L. Delawter, Esquire. Also of record, the Defendant Kyle White is represented by Michael W. Gast, Esquire.

⁴ No such similar concerns exist with regard to that notice required to be provided to the Plaintiff as she continues to be represented by Ms. Delawter who, of course, will receive electronic service of all filings herein via MDEC.

Proposed Entry of Show Cause Order

9. The Trustee requests that this Court forthwith cause to be issued its Order (a “Show Cause Order”) requiring the parties hereto to show cause, if any they may have, by the filing of an objection or other opposition (collectively, an “Exception”) by not later than a date (the “Deadline”) which is not more than thirty (30) days after the date of entry of said Show Cause Order stating why: (i) the Trustee’s proposed sale of the Realty at such price and upon such terms and conditions as hereinabove described should not be approved; and (ii) this *Sale Motion* should not be granted.⁵ The undersigned Trustee urges that any such Exception should be required to include the express legal and factual grounds upon which such Exception is based with supporting statutory and case law authority for any such legal grounds, together with affidavit or other sworn support for any factual allegations contained in such Exception.

10. Further, the Trustee respectfully requests that said Show Cause Order also establish that same Deadline as the date by which the parties hereto, or any other person (each an “H&B Offeror”), may advance a higher and/or better offer (“H&B Offer”) for the purchase of the Realty; which said H&B Offer must be in-hand received by not later than the Deadline at the offices of

⁵ The proposed form of the Show Cause Order is attached hereto and incorporated by reference herein as Exhibit 4. The Trustee proposes that said Show Cause Order be required to be served and publication thereof be made as follows:

(i) Within five (5) days of entry of said Show Cause Order, a copy of the same, together with a copy of the instant *Sale Motion* and all exhibits thereto, shall be required to be served by the Trustee upon the Defendant Kyle White by first-class mail, postage prepaid, to said Defendant at his last-reported address as appears on the docket of these proceedings. Further, in deference to the requirements of due process and in recognition of said Defendant’s *de facto* status as an unrepresented party, the Trustee also proposes that within five (5) days of entry of said Show Cause Order, service of the same, together with a copy of the instant *Sale Motion* and all exhibits thereto, shall be required to be served by the Trustee upon the Defendant by email directed to said Defendant at his last-known email address of kawhite@myactv.net as previously provided by said Defendant to the Trustee and utilized by them in prior communications during the pendency of these proceedings.

(ii) In a further abundance of caution in deference to the requirements of due process, the Trustee proposes that a copy of the Show Cause Order (without copies of the instant *Sale Motion* and all exhibits thereto) be published as a Legal Notice in a newspaper of general circulation in Washington County, Maryland once each week for a period of three (3) successive weeks with the first insertion thereof being made not later than ten (10) days following entry of the Show Cause Order.

the Trustee. The undersigned Trustee proposes that any such H&B Offer for the Realty must be made in substantially the same form as that of the *Sale Agreement* attached hereto as Exhibit 1 with all revisions thereto proposed by any H&B Offeror to be “marked-up” and highlighted to distinguish the same; which said revisions must include provision for payment in immediately available funds to the Trustee of the amount of the purchase price proposed to be paid by such H&B Offeror in response to that purchase price proposed in the *Sale Motion* to be paid by the Purchasers as provided in the *Sale Agreement*. Further, the Trustee proposes that any such H&B Offers must be accompanied by: (i) a deposit payable to the Trustee in immediately available funds in an amount not less than the amount of the Purchase Deposit (*i.e.*, \$7,000.00) paid by the Purchasers under the *Sale Agreement*; (ii) evidence satisfactory to the Trustee of the financial ability of said H&B Offeror to close upon said H&B Offer; and (iii) an acknowledgment (an “*Acknowledgment*”) in form acceptable to the Trustee that in the event that said H&B Offer is not approved by the Order of the Court determining such H&B Offer to be the successful highest and/or best offer for the purchase of the Realty (the “*Approval Order*”), such H&B Offer nonetheless shall be irrevocable as a binding back-up bid until the earlier to occur of: (a) consummation of closing on the offer which is the subject of the *Approval Order*; or (b) the expiration of forty-five (45) days following entry by the Court of such *Approval Order*. (Any such H&B Offer timely received by the Trustee and determined by the Trustee to be: (i) higher and/or better than the offer of the Purchasers for the Realty; (ii) accompanied by payment in immediately available funds of a deposit in an amount not less than the Purchase Deposit; (iii) accompanied by satisfactory evidence of the H&B Offeror’s financial ability to close on the H&B Offer; and (iv) accompanied by a satisfactory *Acknowledgment* – hereafter is referred to as a “Qualified H&B Offer”).

Proposed Proceedings Upon Responses to Show Cause Order

11. Upon expiration of the Deadline, the Trustee forthwith shall file his *Certification* with the Court advising of any H&B Offer timely received by the Trustee, and whether such H&B Offer has been determined by the Trustee to be a Qualified H&B Offer.

12. The Trustee further proposes that in the event that no Exceptions timely are filed opposing the Trustee's proposed sale of the Realty at such price and upon such terms and conditions as hereinabove described, and the *Certification* reveals that no Qualified H&B Offer timely has been received by the Trustee, the Court should proceed, without further delay or hearing, or with such hearing as the Court nonetheless deems appropriate, to dispose of this *Sale Motion* by approval thereof and ratification of the Trustee's proposed sale of the Realty to the Purchasers under the terms and conditions of the *Sale Agreement*.

13. The Trustee further proposes that in the event any Exceptions timely are filed, or in the event the Trustee's *Certification* reports the existence of a Qualified H&B Offer, or if the Court determines in the Court's discretion that a hearing is required, a hearing should be scheduled and conducted on an expedited basis to permit the Court: (a) to consider and dispose of such Exception; and/or (b) to consider the relative merits of: (i) the offer of the Purchasers memorialized in the *Sale Agreement*; and (ii) any Qualified H&B Offers responsive thereto – including, if appropriate, the conduct of further competitive bidding between the parties advancing such competing offers; and/or (c) to consider and dispose of any other matter.

14. The undersigned Trustee further proposes that at the conclusion of said hearing, this Court should enter its final Order overruling any Exceptions and approving and ratifying that offer for the purchase of the Realty determined by the Court to be most advantageous to the Trustee and the fiduciary estate herein.

15. The undersigned Trustee further proposes that the Show Cause Order should include among its provisions that time shall be of the essence with regard to all dates provided therein for the filing of any Exceptions or H&B Offers.

**Deferral of Obligation of Trustee to
Suggest Penalty Sum for Fiduciary Bond**

16. The Trustee further takes note of the obligation of the Trustee under the terms of the *Appointment Order* to suggest, at the time of the filing of his report of sale, such penalty sum as he deems appropriate for the fiduciary bond hereafter required to be filed by the Trustee in respect of his receipt of the net proceeds of the sales of the Realty. As the amount of said net proceeds presently is unknown and will not be known until after closing on the sale of the Realty under the *Sale Agreement* (or any competing H&B Offer) subsequently approved and ratified by the Court, the Trustee urges that the requirement for him to suggest such a penalty sum of that fiduciary bond be deferred pending closing on the sale of the Realty and further order of this Court.

Conclusion

17. As above-contemplated, the undersigned Trustee urges that the proposed sale of the Realty pursuant to the procedures hereinabove detailed will yield the maximum value for the Realty while providing full protection to the interests of both parties in respect of their ownership interests in the same. Accordingly, the Trustee urges that such sale, subject to the opportunity for Exceptions thereto and the interposition of H&B Offers: (i) is fair and reasonable; (ii) represents a proper exercise in good-faith of the business judgment and fiduciary authority of the Trustee; (iii) is calculated to maximize the value of the Realty for the benefit of the parties hereto; and (iv) provides necessary and reasonable protections for the benefit of all parties with respect to the sale of the Realty and their respective interests therein.

18. In consideration of the foregoing, the undersigned Trustee respectfully urges that this Court should grant: (i) expedited consideration of the instant *Sale Motion* pursuant to those procedures above suggested; and (ii) earliest approval of the Trustee's proposed sale of the Realty.

19. The undersigned Trustee believes and respectfully urges that the relief hereinafter requested is in the best interests of justice and will work no prejudice upon any party in interest herein.

WHEREFORE, Roger Schlossberg, Trustee, hereby respectfully prays that this Honorable Court:

1. GRANT the instant *Sale Motion*.
2. FIND that the procedures hereabove proposed by the Trustee for the sale of the Realty are consistent with the requirements imposed by Title 14, Chapter 300 of the Maryland Rules of Procedure for such sales, and APPROVE and ADOPT said procedures herein.
3. ENTER this Court's Show Cause Order in substantially that form attached hereto as Exhibit 4 requiring the parties to show cause by a date certain within not more than thirty (30) days after the date of entry of said Show Cause Order why the relief prayed in the instant *Sale Motion* should not be granted.
4. APPROVE the Trustee's proposed sale of the Realty to the Purchasers upon those terms and subject to those conditions set forth in the *Sale Agreement* and as aforesaid.
5. DEFER the obligation of the Trustee as established under the *Appointment Order* to suggest the penalty sum of the fiduciary bond hereafter to be required to be filed by him pending closing and receipt by the Trustee of the net proceeds of the sale of the Realty under the *Sale Agreement* and further order of this Court.

6. ORDER such other and further relief as the nature of this cause and the interests of justice may require.

Respectfully submitted,

SCHLOSSBERG | MASTRO

By: /s/ Roger Schlossberg
Roger Schlossberg
CPF No.: 7712010320
P.O. Box 2067
Hagerstown, MD 21742-2067
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Attorneys for Trustee

VERIFICATION OF TRUSTEE

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief.

/s/ Roger Schlossberg
Roger Schlossberg, Trustee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of October, 2023, a copy of the foregoing was served electronically via MDEC to all parties entitled to receive such electronic service and via first-class mail, postage prepaid and email to the Defendant Kyle White as follows:

Kyle White
4731 Cloisters Lane
Myrtle Beach, South Carolina 29577

Email: kawhite@myactv.net

/s/ Roger Schlossberg
Roger Schlossberg

EXHIBIT 1
(Part 1)

TRUSTEE'S AGREEMENT OF SALE

This *Trustee's Agreement of Sale* (this "*Agreement*") is made this 27th day of October, 2023 by and between Roger Schlossberg, Trustee (the "Trustee") duly appointed and serving in Case No. C-21-FM-20-000663 (*Katrina White v. Kyle White*) (the "Case") now pending in the Circuit Court for Washington County, Maryland (the "Court") and Frank Archeamong Yeboah & Rita Seiwaah Abankwa (the "Purchaser"), (*if individual(s)*) of Howard County, State of Maryland / (*if entity*) a _____ organized and existing under the laws of the State of _____.

WHEREAS, pursuant to that *Judgment of Absolute Divorce* entered by the Court in the Case on July 12, 2023, as well as the subsequent *Order Clarifying Appointment and Authority of Trustee and Granting Related Relief* entered by the Court on July 20, 2023, the Trustee is vested with all power and control, including authority to sell, all of that improved real property known and described as 11208 Suffolk Drive, Hagerstown, Maryland 21742 (the "Realty"); being all that same real property conveyed unto Kyle A. White and Katrina White by that *Deed* dated February 27, 2004 and recorded among the Land Records of Washington County, Maryland at Liber 2269 folio 0563; and

WHEREAS, the Trustee desires to sell the Realty, and the Purchaser desires to purchase the Realty, under those terms and conditions hereinafter set forth, subject to the approval of the Court.

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree as follows:

1. Recitals. The Recitals hereinabove set forth hereby are incorporated by reference as if fully set forth in the body of this *Agreement*.

2. Purchase and Sale; Purchase Price. Trustee agrees to sell and convey the Realty, and Purchaser agrees to purchase the Realty, for a purchase price (the "Purchase Price") of FOUR-HUNDRED EIGHTY-THOUSAND Dollars (\$ 480,000.00), payable as follows:

a. Payment of Purchase Price. The Purchase Price shall be paid by the Purchaser to the Trustee as follows:

i. Deposit – A deposit (the "Deposit") in the amount of \$ 7,000.00 has been paid to the Trustee contemporaneous with the execution and delivery of this *Agreement*; said Deposit to be paid in immediately available funds by wire-transfer or other form of payment acceptable to the Trustee delivered to the Trustee within two (2) business days following execution and delivery by both the Trustee and the Purchaser of the agreed form of this *Agreement*. If payment of the Deposit is not made as above required, time expressly being

of the essence thereto, Purchaser shall be in default and, by operation of law and without notice to Purchaser, all rights of the Purchaser to purchase the Realty under the terms and conditions of this *Agreement* thereupon shall terminate without right of cure or redemption. The parties acknowledge and agree that said Deposit is non-refundable to the Purchaser unless: (x) the Court fails to approve the Trustee's proposed sale of the Realty under the terms and conditions of this *Agreement*; or (y) the Trustee fails to perform his obligations hereunder under those terms and conditions, if any, imposed by the Court as a condition of approval of this *Agreement*.

ii. Cash at Closing – At Closing (as hereinafter defined), the Purchaser shall pay to the Trustee the balance of the Purchase Price in the amount of FOUR-HUNDRED SEVENTY-THREE THOUSAND Dollars (\$ 473,000.00) (the "Cash Payment") in immediately available funds by wire-transfer or other form of payment acceptable to the Trustee.

c. Default in Payment of Cash Payment.

i. Default. If Closing is not timely conducted within that time period provided therefor under the provisions of ¶ 3, *infra*, or if payment of the Cash Payment is not made as herein required, time expressly being of the essence thereto, Purchaser shall be in default and, by operation of law and without notice to Purchaser, all rights of the Purchaser to purchase the Realty under the terms and conditions of this *Agreement* thereupon shall terminate without right of cure or redemption.

ii. Consequences of Default by Purchaser and Remedies of Trustee. Upon the occurrence of any default by Purchaser, the parties hereby acknowledge that the amount of the loss or damages to be suffered by the Trustee will be difficult or impracticable to ascertain. As such, upon any such default by the Purchaser, and at the sole discretion of the Trustee, any deposits previously paid by Purchaser (including the Deposit) irrebuttably shall be deemed forfeited by Purchaser to Trustee as liquidated damages for such default by Purchaser; the amount of such deposits (including the Deposit) bearing a reasonable relationship to, and not being patently or grossly disproportionate to the probable loss likely to be incurred by the Trustee as the result of such default by the Purchaser. Alternatively, upon the occurrence of such a default by Purchaser, the Trustee may decline such liquidated damages, and the Realty may, in Trustee's sole discretion, be resold at the risk and expense of the defaulting Purchaser with the Deposit being continued to be held in escrow pending consummation of said re-sale. If Trustee resells the Realty, but does not resell the Realty at the defaulting Purchaser's risk, any deposits previously paid by Purchaser (including the Deposit) shall constitute liquidated damages as above provided and Purchaser irrebuttably shall be deemed to have agreed that such deposits previously paid by Purchaser (including the Deposit) are a fair and reasonable amount to be retained by Trustee as liquidated damages in light of Trustee's removal of the Realty from the market and the costs incurred by Trustee, and shall not constitute a penalty or forfeiture. Trustee is not required to accept any back-up bid, nor is he obligated to negotiate with any back-up party, nor otherwise required to act to mitigate Trustee's damages incurred as a result of Purchaser's default as a condition to retention of the deposits previously paid by Purchaser (including the Deposit) as liquidated damages.

iii. Consequences of Default by Trustee and Remedies of Purchaser. If Trustee shall default under this *Agreement* prior to Closing or refuse or fail to convey the Realty, the Purchaser's sole remedy therefor shall be either: (i) to terminate this *Agreement* and have the Deposit returned without interest, penalties or costs; or (ii) seek specific performance of this *Agreement*.

3. Closing. Consummation of the transaction contemplated by this *Agreement* (the "Closing") shall be conducted within five (5) days after entry by the Court of the Sale Order (as defined in ¶ 21, *infra*) at the offices of the Salisbury, McLister & Foley, 100 West Church Street, Frederick, Maryland 21701, or at such other place and time as may be agreed in writing by the parties. Time is of the essence with respect to the performance by the Purchaser of all of Purchaser's obligations under this paragraph.

4. Non-Contingent Transaction. The parties expressly agree and acknowledge that the Purchaser's obligations hereunder expressly are NOT contingent upon Purchaser obtaining financing nor upon any other matters or events save for: (i) approval of this *Agreement* by the Court; and (ii) performance by the Trustee of his obligations set forth herein.

5. Title to be Conveyed by Trustee. At Closing, the Trustee agrees to execute and deliver to the Purchaser a *Trustee's Deed* for the Realty; which said *Trustee's Deed* shall not include either special or general warranties of title. Notwithstanding the foregoing, the Trustee agrees that the title to the Realty to be conveyed to the Purchaser shall be good and marketable, free and clear of liens and encumbrances, subject however, to covenants, conditions and restrictions of record or generally applicable to the Realty substantially as described in that form of *ALTA Commitment for Title Insurance (7-1-21) w- MD Mod* (the "*Commitment*") attached hereto and incorporated by reference herein as Exhibit 1. Purchaser hereby acknowledges receipt of a copy of the *Commitment* and agrees that the tender by the Trustee at Closing of title to the Realty in the form and quality described in the *Commitment* shall satisfy in all respects the obligations of the Trustee to convey good and marketable title to the Realty as contemplated herein ("Acceptable Title"). If the Trustee is unable to convey Acceptable Title to the Realty at Closing, the Trustee shall have the sole option to: (a) adjourn closing for a period of thirty (30) days to permit the Trustee to take such action as is necessary to permit Trustee to convey Acceptable Title (and the deadline established in ¶ 3, *supra*, shall be extended for a like period by operation of law); or (b) forthwith declare this *Agreement* null and void and of no further legal effect with any earnest monies paid hereunder to be returned to Purchaser without interest, penalties or costs. If, despite the Trustee's adjournment of the Closing for thirty (30) days as above permitted, the Trustee is unable to convey Acceptable Title to the Realty, this *Agreement* thereupon, by operation of law, shall be null and void and of no further legal effect with any earnest monies paid by the Purchaser hereunder (including the Deposit) to be returned to Purchaser without interest, penalties or costs.

6. Closing Costs and Pro-rations.

a. Closing Costs. The cost of all recordation taxes, transfer taxes, and all other taxes, fees or charges imposed or incurred in connection with the conveyance of the Realty shall be paid by Purchaser. Any and all other costs of settlement, including, but not limited to, fees or costs for title examination, title insurance, recording fees, notary fees and lien and judgment reports shall be paid by Purchaser. Except as otherwise specifically provided in this *Agreement*, each party

shall bear its own costs in performing its obligations under this *Agreement*, including, without limitation, its own attorneys' fees. The Trustee shall not be liable for the payment of any settlement or closing agent's fees including, without limitation, handling fees, notary fees, postage charges, document preparation charges, overnight or other delivery charges, and any other fees or charges (collectively, "Fees") except such Fees as are: (i) expressly disclosed to the Trustee in writing not less than 72 hours prior to Closing; and (ii) expressly agreed in writing by the Trustee prior to Closing: (A) to be paid by the Trustee; or (B) to be paid from the proceeds of Closing otherwise payable to the Trustee or for the benefit of the Trustee.

b. Pro-Rations. The following items pertaining to the Realty are to be prorated as of the date of closing and thereafter assumed by Purchaser: any ground rent, special assessment liens, sewer charges, and operating or utility charges actually collected, billed, or paid as of the date of Closing; real and personal property taxes; utilities; casualty and liability insurance premiums; rental, additional rental and any other charges under all leases. All pro-rations and Closing adjustments shall be made on the basis of a 365-day calendar year. All such pro-rations and adjustments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments; the party receiving at Closing more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within thirty (30) days after receiving written demand therefor. The foregoing provisions of this sub-paragraph (b) expressly shall survive Closing.

7. Closing Documents and Matters.

a. Purchaser's Deliverables. At the Closing: (i) Purchaser shall cause the Cash Payment to be paid to the Trustee; and (ii) shall deliver or cause to be delivered the following original documents, each acknowledged and executed (as appropriate): (A) a Settlement Statement; and (B) such other documents as may reasonably be requested by the Closing Agent and which are both consistent with this *Agreement* and customarily executed by a purchasing party in Washington County, Maryland in connection with settlement transactions related to the sale and conveyance of real property.

b. Trustee's Deliverables. At the Closing, Trustee shall deliver the following original documents, each executed and acknowledged (if required): (i) the *Trustee's Deed*; (ii) a *Settlement Statement*; and (iii) such other documents as may be reasonably requested by the Closing Agent and which are both consistent with this *Agreement* and customarily executed by a selling party in Washington County, Maryland in connection with settlement transactions related to the sale and conveyance of real property.

c. Possession. Purchaser shall be entitled to possession of the Realty only at the conclusion of Closing following full and strict performance of Purchaser's obligations hereunder.

d. Utility Deposits and Service Agreements. Effective upon Closing, Trustee may notify any utility companies providing service to the Realty of the sale hereunder and direct such companies to direct to Purchaser all bills for services provided to the Realty on and after the date of Closing. Any service contracts relating to the Realty into which Trustee may have entered shall

be terminated by Trustee.

8. Risk of Loss. The Realty is to be held at the risk of Trustee until legal title has passed to Purchaser. If, prior to the time legal title has passed to Purchaser, all or a substantial part of the Realty is stolen, destroyed or damaged, without fault of Purchaser, then this *Agreement*, at the option of Purchaser, shall be null and void and of no further effect, and the Deposit shall be returned promptly to Purchaser; or, if Trustee and Purchaser so agree, the parties shall proceed to settlement and all insurance proceeds payable with respect to such theft, destruction or damage (if any) shall be assigned by Trustee to Purchaser.

9. **No Representations or Warranties; Purchaser's Duty to Review**. It is understood and agreed that the Trustee is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Realty, including, but not limited to, any warranties or representations as to quantity, quality, habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Realty with governmental laws (including, without limitation, accessibility for handicapped persons), the truth, accuracy or completeness of any property documents or any other information provided by or on behalf of Trustee to Purchaser, or any other matter or thing regarding the Realty. Purchaser acknowledges and agrees that upon Closing, Trustee shall sell and transfer the Realty to Purchaser, and Purchaser shall accept the Realty "as is, where is, and with all faults", except to the extent expressly provided otherwise in this *Agreement*. Purchaser has not relied and will not rely on, and Trustee is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Realty, or relating thereto (including specifically, without limitation, property information packages distributed with respect to the Realty) made or furnished by the Trustee or any real estate broker or agent representing or purporting to represent Trustee, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this *Agreement*. Purchaser represents to Trustee that Purchaser has conducted such due diligence investigations of the Realty, including but not limited to, the physical and environmental conditions thereof, as Purchaser deems necessary to satisfy itself as to the condition of the Realty and the existence or nonexistence, or curative action required to be taken with respect to, any hazardous or toxic substances alleged to be on or discharged from the Realty, and will rely solely upon such investigations and not upon any information provided by or on behalf of Trustee or his agents or employees with respect thereto, other than such representations, warranties and covenants of Trustee as are expressly set forth in this *Agreement*. The provisions of this paragraph shall survive the closing.

10. Sales Commissions.

a. Trustee's Liability. As permitted by Order of the Court, the Trustee has been represented only by Jay Decker and Redfin Corporation as his sole sales advisor and representative (collectively, the "Trustee's Broker") in connection with the sale of the Realty. The Trustee solely shall be responsible for the payment to the Trustee's Broker of any commissions or fees of any type due and payable to said Trustee's Broker in connection with its Court-approved services

provided in connection with the sale of the Realty and shall indemnify and hold Purchaser harmless therefrom. The Trustee shall not be responsible for the payment of any other fees, commissions, expenses or claims in connection with the sale of the Realty under the terms and conditions of this *Agreement*. Notwithstanding the foregoing, the Trustee agrees to authorize the person conducting Closing to pay such portion of any commissions earned by Broker in connection with the sale evidenced hereby to such associated broker or agent providing services in connection with said sale (including any Purchaser's Broker as that term is defined in ¶ 10(b), *infra*) in such amount as expressly is authorized in writing by Broker and Trustee.

b. Purchaser's Representation. The Purchaser hereby warrants and represents that Purchaser has not utilized the services of or consulted with any real estate agent, broker or any other person (collectively, a "Purchaser's Broker") in connection with Purchaser's purchase of the Realty under the terms of this *Agreement*. Trustee shall have no obligation to fund or cause to be funded the payment of any commission or fee due to Purchaser's Broker or any other broker or other person in connection with services alleged to have been provided by Purchaser's Broker on behalf of Purchaser in connection with this *Agreement* or the sale and purchase of the Realty. Purchaser shall indemnify and hold the Trustee harmless from any claims of Purchaser's Broker for fees, commissions, expenses or other sums, including all attorneys' fees and expenses claimed by Purchaser's Broker or incurred by Trustee in connection with said claim and defense of the Trustee therefrom. Notwithstanding the foregoing, the Trustee agrees to authorize the Closing Agent to pay such portion of any commissions earned by Broker in connection with the sale evidenced hereby to such associated broker or agent providing services in connection with said sale (including any Purchaser's Broker) in such amount as expressly is authorized in writing by Broker and Trustee.

c. Survival. The provisions of this Paragraph shall survive the Closing.

11. Notices. Any notice required or permitted by or in connection with this instrument shall be in writing and shall be made by: (a) email, facsimile or other electronic transmission (confirmed on the date such transmission is sent by one of the other non-electronic methods of giving notice provided for in this Section) or by hand delivery; (b) by Federal Express (or other similar overnight delivery service); or (c) by certified mail, unrestricted delivery, return receipt requested, postage prepaid. Such notice shall be addressed to the respective parties at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of: (a) the date of the hand delivery, email, facsimile or other electronic transmission; (b) one (1) calendar day after the date of delivery to Federal Express or similar overnight delivery service; or (c) three (3) calendar days after the date of mailing. Such notice shall be considered given independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Paragraph and is refused or returned by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided:

If to Trustee: Roger Schlossberg, Trustee
Schlossberg | Mastro
Address: P.O. Box 2067
Hagerstown, Maryland 21742-2067

Email: rschlossberg@schlosslaw.com
Facsimile No: (301) 791-6302

If to Purchaser: Frank Archeampong Yeboah
Attn: Rita Archeampong Yeboah

Address: _____

Email: abankwarita11210@gmail.com

Facsimile No: _____

12. Construction; Prevailing Law; Disputes; Venue and Jurisdiction. This *Agreement* shall be governed and construed in accordance with the laws of the State of Maryland without regard to principles related to conflicts of laws. The parties hereto acknowledge and agree that the Court is vested with exclusive jurisdiction over any disputes arising under this *Agreement* with venue thereof being proper only in the Court. All objections by the parties to such jurisdiction and venue hereby irrevocably are waived. Further, the parties hereby agree that in the event of any dispute between the parties related to this *Agreement* or any litigation arising therefrom, the party substantially prevailing in such dispute or litigation shall be entitled to an award of payment by the non-prevailing party of all attorneys' fees and expenses incurred by such prevailing party.

13. Waiver of Trial by Jury. **The parties hereto (and each of them) hereby waive trial by jury in any action or proceeding arising out of, or in any way pertaining to, this *Agreement*. It is agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings. This waiver is knowingly, willingly and voluntarily made by the parties (and each of them). The parties each hereby represent that no representations of fact or opinion have been made by any person to induce this waiver of trial by jury or in any way to modify or nullify its effect. The parties hereto further represent that each of them have been represented by independent legal counsel (or have been afforded the opportunity to obtain such representation) in the negotiation and execution of this *Agreement* and in the making of this waiver.**

14. Maryland Property Disclosure/Disclaimer. The Trustee is exempt from the requirement of provision of a *Maryland Residential Property Disclaimer* statement otherwise required to be furnished pursuant to Maryland Real Property Code §10-702.

15. Entire Agreement; Binding Effect. This *Agreement* constitutes the entire agreement among the parties regarding the subject matter hereof, and all prior agreements or understandings between the parties with respect to the subject hereof hereby are merged in and superseded by the provisions of this *Agreement*. The parties hereto shall be bound by only the written provisions of this *Agreement*; which said written provisions may be modified only by a written instrument duly executed and delivered by the party against whom enforcement of such modification is sought.

This *Agreement* shall be binding upon and inure to the benefit of each of the parties hereto, and their respective heirs, successors and assigns.

16. Counterparts; Delivery. This *Agreement* may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This *Agreement* may be delivered via facsimile or other electronic transmission with the same force and effect as if hand-delivered.

17. Construction. Any singular word or term herein shall also be read as in the plural whenever the sense of this *Agreement* may require it. Any reference in this *Agreement* to any one gender, masculine, feminine or neuter, includes the other two, unless the context otherwise requires. The terms “herein”, “hereof” or “hereunder”, or similar terms used in this *Agreement* shall refer to this entire *Agreement* and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to paragraphs, subparagraphs or other provisions are references to paragraphs, subparagraphs or other provisions of this *Agreement*. If any date for performance hereunder falls on a Saturday, Sunday or other day which is a federal holiday or holiday under the laws of the State where the Realty is located, the date for such performance shall be the next succeeding business day.

18. Severability. If any clause or provision of this *Agreement* is held to be invalid or unenforceable by any court of competent jurisdiction as against any person or under any circumstances, the remainder of this *Agreement* and the applicability of any such clause or provision against any other person or under any other circumstance shall not be affected thereby, and all other clauses or provisions of this *Agreement* not so found invalid or unenforceable, shall be and remain valid and enforceable unless the effect of the same is to frustrate the purposes and intentions of the parties in entering into this *Agreement*.

19. Limitation on Liability of Fiduciary. The Trustee shall not be responsible for any indirect, incidental, consequential, exemplary, punitive, or other special damages (including, but not limited to, loss of profits, damage to reputation or business) arising under or by reason of this *Agreement* or any act or omission hereunder. The Trustee shall not be liable to the Purchaser if Trustee is unable to perform Trustee’s obligations hereunder as a result of events beyond Trustee’s control.

20. Assignment By Purchaser. Purchaser shall not assign this *Agreement* without the prior written consent of Trustee, such consent to be given or withheld in Trustee’s sole discretion. Any purported assignment of this *Agreement* by Purchaser in violation of the provisions of this paragraph shall be voidable at the option of Trustee and Trustee’s refusal to consent to an assignment shall not entitle Purchaser to cancel this *Agreement* nor give rise to any claim for damages against Trustee. Any assignment by Purchaser, even if consented to by Trustee, shall not act to limit, reduce or impact in any way any of Purchaser’s liability to perform each and all of Purchaser’s obligations under this *Agreement* including, without limitation, timely payment in full of the Purchase Price, inclusive of the Cash Payment.

21. Court Approval and Sale Order. The parties’ obligations set forth in this *Agreement* expressly are subject to approval by the Court (“Court Approval”) of the terms and conditions of

this *Agreement* and the proposed performance by the Trustee of his obligations hereunder; which said Court Approval shall be evidenced by the entry of an Order (the "Sale Order") expressly authorizing the Trustee's sale of the Realty to the Purchaser substantially upon those terms and conditions herein contained. The Trustee hereby agrees promptly to seek such Court Approval by the making of appropriate filings in the Case and provision of such notice to the parties therein and such other parties as is usual and customary in similar proceedings or as is required by the Court. The Trustee further agrees diligently to prosecute such filings to the end that the Trustee's obligations hereunder may be performed and Closing occur at the earliest possible date.

22. Further Assurances. The parties hereto agree to execute and deliver such other and further assurances as are deemed necessary or desirable in order to effect the purposes and premises of this *Agreement*.

IN WITNESS WHEREOF, the Trustee and the Purchaser have executed and delivered this Trustee's *Agreement* of Sale the day and year first above written.

"TRUSTEE"

DocuSigned by:
10/29/2023
Roger Schlossberg, Trustee (SEAL)
Roger Schlossberg, Trustee

Witness

"PURCHASER"

DocuSigned by:
10/29/2023
By: Frank Yeboah (SEAL)
Frank Archeampong Yeboah (Printed Name)

(Title, if applicable)

Witness

DocuSigned by:
10/29/2023
By: Rita Seiwah Abankwa (SEAL)
Rita Seiwaah Abankwa (Printed Name)

(Title, if applicable)

Witness

~~STATE OF _____, _____ COUNTY, to-wit:~~

~~I HEREBY CERTIFY, that on this _____ day of _____ 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Roger Schlossberg, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) he is the duly appointed, qualified and serving Trustee appointed by the Circuit Court for Washington County, Maryland in Case No. C-21-FM-20-000663; (ii) he~~

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DS RS

is authorized in said fiduciary capacity to execute and deliver the foregoing *Trustee's Agreement of Sale* as his voluntary act and deed and as the voluntary act and deed of the fiduciary estate created therein for the purposes therein contained; (iii) in said fiduciary capacity as aforesaid, he executed and delivered the said document as said fiduciary's and estate's voluntary act and deed for the purposes therein contained; and (iv) the acknowledgments, representations and warranties of said fiduciary and estate as therein contained are true and correct.

RA^{DS} FU^{DS}

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

[*Acknowledgement of Purchaser – Choose Applicable Form*]

STATE OF _____, _____ COUNTY, to-wit:

I HEREBY CERTIFY, that on this ___ day of _____, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared _____, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) he/she is duly authorized as its _____ by all required and appropriate corporate or company action of _____ (the "Entity") to execute and deliver the foregoing *Trustee's Agreement of Sale* as the voluntary act and deed of said Entity for the purposes therein contained; (ii) in said Entity capacity as aforesaid, he/she executed and delivered the said document as the voluntary act and deed of said Entity for the purposes therein contained; and (iii) the acknowledgments, representations and warranties of said Entity as therein contained are true and correct.

RS^{DS}

RA^{DS} FU^{DS}

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

STATE OF _____, _____ COUNTY, to-wit:

I HEREBY CERTIFY, that on this ___ day of _____, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared _____, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) he/she executed and delivered the foregoing *Trustee's Agreement of Sale* as his/her voluntary act and deed for the purposes therein contained; and (ii) his/her representations and warranties as therein contained are true and correct.

RA^{DS}

FU^{DS}

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

EXHIBIT 1

*ALTA Commitment for Title Insurance (7-1-21) w- MD Mod
Schedules A, B-I and B-II*

EXHIBIT 1
(Part 2)

File No. **23-34501 BRS**Commitment No. **23-34501**

**SCHEDULE A
(Continued)**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **SALISBURY, MCLISTER & FOLEY, LLP**
 Issuing Office: **100 West Church Street, Frederick, MD 21701**
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: **23-34501**
 Issuing Office File Number: **23-34501 BRS**
 Property Address: **11208 Suffolk Drive, Hagerstown, MD 21742**
 Revision Number:

SCHEDULE A

1. Commitment Date: **July 21, 2023**
2. Policy to be issued:
 - a. ALTA® Homeowner's Policy
 Proposed Insured:
 Proposed Amount of Insurance: \$ *tbd*
 The estate or interest to be insured: **FEE SIMPLE**
 - b.
 Proposed Insured:
 Proposed Amount of Insurance: \$ *tbd*
 The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:

Roger Schlossberg, Trustee, by Judgment of Absolute Divorce dated July 12, 2023 and entered July 13, 2023 (as amended by Order Clarifying Appointment and Authority of Trustee and Granting Related Relief dated and entered July 20, 2023) entered by the Circuit Court for Washington County, Maryland in Case No. C-21-FM-20-000663 (Katrina White v. Kyle White); record title being vested in Kyle A. White and Katrina White by deed dated February 27, 2004 and recorded among the Land Records of Washington County, Maryland in Liber 2269, folio 0563.

5. The Land is described as follows:

All that lot or parcel of land situate, lying and being in Washington County, Maryland and being more particularly described as follows:

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ALTA Commitment for Title Insurance (7-1-21) w- MD Mod

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File No. **23-34501 BRS**

Commitment No. 23-34501

**SCHEDULE A
(Continued)**

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Being known and designated as Lot 50, as shown on Plat entitled "HAMPTONS OF BRIGHTWOOD, Section 2 – Lots 29 thru 58" as recorded among the Land Records of Washington County, Maryland in Plat Nos. 6556, 6557 and 6558.

Exhibit 1 to Trustee's Agreement of Sale

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File No. 23-34501 BRS

Commitment No. 23-34501

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ALTA Commitment for Title Insurance (7-1-21) w- MD Mod

**SCHEDULE B – PART I
(Continued)**

SCHEDULE B – PART I

Requirements

All of the following Requirements must be met:

1. Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records

- A. Order, in form and content satisfactory to the Company, entered by the Circuit Court for Washington County, Maryland in Case No. 21-FM-20-000663 approving that *Trustee's Agreement of Sale* by and between the above named Owner Insured and Roger Schlossberg, Trustee dated the ___ day of _____, 20___ and authorizing Roger Schlossberg, Trustee to perform under the terms and conditions thereof.
- B. Deed from Roger Schlossberg, Trustee to _____ conveying the subject property set forth under Schedule A.
- C. Deed of Trust in acceptable form granted and conveyed by _____ to trustees for the benefit of _____, to secure the principal loan amount of \$_____.

5. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

For informational purposes only:

County/State Real Estate Taxes to Washington County for the period ending December 31, 2023, in the amount of \$1,443.35 are Paid and for the period ending June 30, 2024, in the amount of \$1,443.35 are Due

Tax ID #: 18-043475

6. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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File No. **23-34501 BRS**

Commitment No. 23-34501

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**SCHEDULE B – PART I
(Continued)**

- 7. Deed of Trust from Kyle A. White and Katrina White dated October 14, 2006, and recorded November 13, 2006, in Liber 3153, Folio 0173, in the Land Records of Washington County, Maryland, to LandAmerica Transnation Title Insurance Company, Trustee, securing Nationstar Mortgage LLC d/b/a Mr. Cooper repayment of an indebtedness in the original principal amount of \$392,000.00 and Loan Modification Agreement and recorded October 9, 2012 in Liber 4381, folio 389. TO BE PAID AND RELEASED OF RECORD AS TO PROPERTY DESCRIBED IN SCHEDULE A HEREOF.

Exhibit 1 to Trustee's Agreement of Sale

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File No. **23-34501 BRS**

Commitment No. 23-34501

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**SCHEDULE B – PART II
(Continued)**

SCHEDULE B – PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnish, imposed by law and not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Any inaccuracy in the area, square footage, or acreage of the Land. The Company does not insure the area, square footage, or acreage of the Land.
7. Taxes or special assessments which are not shown as existing liens by the public records, or which are not due and payable as of the date of the policy anticipated by this Commitment. Possible future tax levies and/or front foot benefit charges, public charges, and/or the balance thereof for existing or proposed improvements which may have been levied or assessed, or which may be levied or assessed, but which are not yet due and payable to the State, County, Municipality, Metropolitan District or Commission.
8. All assessments and taxes for the year **2023** and subsequent years.
9. **AS TO PROPERTIES LOCATED IN ALLEGANY, GARRETT AND WASHINGTON COUNTIES:** Any right, title, interest, estate, grant, easement, or reservation of subsurface areas of the Land, including but not limited to, any oil or gas rights, or minerals or mineral rights appearing in the Public Records and any rights of access to said oil or gas rights, or minerals or mineral rights for the purpose of mining, drillings, extraction or exploration.
10. Condominium or property subject to a homeowner's association only: Declaration of Covenants, conditions and Restrictions and By-Laws, if any, establishing the condominium regime or homeowners association.

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File No. **23-34501 BRS**

Commitment No. 23-34501

**SCHEDULE B – PART II
(Continued)**

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ALTA Commitment for Title Insurance (7-1-21) w- MD Mod

11. Subject to terms and provisions of Declaration of Covenants, conditions, restrictions, easements and limitations as recorded in Liber 1739, folio 345 and amended in Liber 1764, folio 539 among the Land Records of Washington County, Maryland.
12. Subject to terms and provisions of Covenants, conditions, restrictions, easements and limitations as recorded in subdivision plats as recorded in Plat folios 6556, 6557 and 6558 among the Land Records of Washington County, Maryland.
13. Subject to terms and provisions of Right of way dated 07/31/79 granted by Lewis M. Miller and Grace E. Miller to Potomac Edison Company as recorded in Liber 686, folio 789 among the Land Records of Washington County, Maryland.
14. Subject to terms and provisions of Right of way dated 06/26/79 granted by Lewis M. Miller and Grace E. Miller to Potomac Edison Company as recorded in Liber 691, folio 185 among the Land Records of Washington County, Maryland.
15. Subject to terms and provisions of Right of way dated 06/21/85 granted by Lewis M. Miller and Grace E. Miller to Potomac Edison Company as recorded in Liber 788, folio 197 among the Land Records of Washington County, Maryland.
16. Subject to terms and provisions of Right of way dated 05/26/88 granted by Lewis M. Miller and Grace E. Miller to Columbia Gas of Maryland, Inc. as recorded in Liber 884, folio 514 among the Land Records of Washington County, Maryland.
17. Subject to terms and provisions of Right of way dated 05/26/88 granted by Lewis M. Miller and Grace E. Miller to Columbia Gas of Maryland, Inc. as recorded in Liber 884, folio 749 among the Land Records of Washington County, Maryland.

Exhibit 1 to Trustee's Agreement of Sale

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File No. **23-34501 BRS**

Commitment No. 23-34501

**SCHEDULE B – PART II
(Continued)**

Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (7-1-21) w- MD Mod

Exhibit 1 to Trustee's Agreement of Sale

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EXHIBIT 1
(Part 3)



General Addendum

Special provisions attached to and hereby made a part thereof, the Contract dated October 27, 2023

on Lot _____, Block _____, Subdivision _____,

11208 Suffolk Drive, Hagerstown, MD 21742

located in Washington County, Maryland between

Buyer(s) Frank Archeampong Yeboah, Rita Seiwaah Abankwa

and Seller(s) Roger Schlossberg, Trustee

MORTGAGE FINANCING

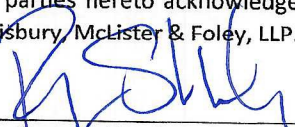
Buyer agrees to make a written application for the financing as herein described within two (2) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within thirty (30) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in the Financing paragraph of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

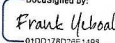
TRANSFER & RECORDATION TAXES

The payment of any Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller.

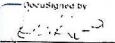
SETTLEMENT DATE

All parties hereto acknowledge and agree that Settlement shall occur on or before December 2023 at the offices of Salisbury, McLister & Foley, LLP.


Seller Roger Schlossberg, Trustee Date 10/29/23

DocuSigned by:

Buyer Frank Archeampong Yeboah Date 10/27/2023

Seller _____ Date _____

DocuSigned by:

Buyer Rita Seiwaah Abankwa Date 10/27/2023

Updated January 2021

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VA FINANCING ADDENDUM

ADDENDUM dated October 27, 2023 to Contract of Sale
 between Buyer Frank Archeampong Yeboah, Rita Seiwaah Abankwa
 and Seller Roger Schlossberg, Trustee
 for Property known as 11208 Suffolk Drive, Hagerstown, MD 21742

The Contract is contingent upon Buyer obtaining a mortgage guaranteed by the Veterans Administration and secured by the Property as follows:

1. LOAN DETAILS:

VA Funding Fee	\$ <u>10,300.00</u>	Loan Program VA 30 YR Fixed Rate
Base Loan Amount	\$ <u>480,000.00</u>	TERM OF LOAN 30 Years
TOTAL LOAN AMOUNT	\$ <u>490,300.00</u>	INITIAL INTEREST RATE <u>7.250</u> %

Buyer agrees to pay to Lender loan origination/discount fees of \$ _____ / 1.000 % of the loan amount, and Seller agrees to pay loan origination/discount fees of \$ _____ / _____ % of the loan amount. Buyer shall receive the benefit of any reduction in said fees. Under the "Settlement Costs" Paragraph of the Contract, Buyer obtaining VA financing is prohibited from paying certain charges, and Seller hereby agrees to pay such charges not to exceed \$ 100.00.

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

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

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

4. VETERANS ADMINISTRATION GUARANTEED LOAN:

A. VA LOAN: Buyer's deposit shall be placed in an escrow account as required by Title 38, US Code, Section 3706. It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or Buyer is not approved by the Veterans Administration and the lending institution. In the event Certificate of Reasonable Value is less than the amount of the Contract price, Buyer shall have the privilege and option for five (5) days after receipt of the VA appraisal to proceed with the consummation of this Contract without regard to the amount of reasonable value established by the Veterans Administration by giving the Seller notice of his intention to do so in writing. If Seller elects to reduce the Contract price to the appraised valuation, Buyer covenants and agrees to be bound to proceed with consummation hereof at the



appraised valuation price. If Seller does not elect to reduce the price after Buyer's refusal to consummate this Contract at its full price, then this Contract shall be null and void. This Contract is contingent on the approval of the house and Buyer by the Veterans Administration and the lending institution. If the aforesaid approval is not obtained, it is expressly agreed that Buyer shall be refunded the Deposit and the Contract shall be null and void.

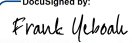

B. VA FEES: Buyer agrees to pay at settlement a VA funding fee equal to 2.150 % of the principal sum of the loan, unless Buyer is eligible for and obtains exemption from the VA or elects to add the funding fee to the principal sum of the loan amount. Buyer hereby (agrees to **pay the funding fee** at settlement) OR (X elects to **add the funding fee to the principal** sum of the loan amount). Lender's fees to Seller, if any, shall be paid by Seller at settlement, along with the excess amount of any of Buyer's fees which are limited by the Veterans Administration.

5. WOOD DESTROYING INSECT INSPECTION: Should Lender require a wood destroying insect inspection as a condition of financing, the parties agree that Buyer may conduct such inspection at Buyer's expense. Lender Required Repairs in connection with a lender required wood destroying insect inspection shall be performed in accordance with the Lender Required Repairs paragraph of this Addendum. Seller shall have no obligation to consider any other request for repairs and/or Seller Credit in connection with a lender required wood destroying insect inspection unless a wood destroying insect inspection was negotiated by the parties as part of a Property Inspections Addendum. In all transactions involving VA financing, all fences and outbuildings shall be included in the inspection and certification. Pursuant to VA regulations dated June 15, 2022, VA buyers may be charged for wood destroying insect inspection fees and pay for repairs: <https://www.benefits.va.gov/HOMELOANS/documents/circulars/26-22-11.pdf>.

6. LENDER REQUIRED REPAIRS: In the event VA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and to pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ 100.00 ("Repair Amount"). **Seller's obligation to perform and pay for the Required Repairs shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:

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

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

DocuSigned by:

 10/27/2023
 Buyer Signature _____ Date
 Frank Archeampong Yeboah
 DocuSigned by:

 10/27/2023
 Buyer Signature _____ Date
 Rita Seiwaah Abankwa


DocuSigned by:

 10/29/2023
 Seller Signature _____ Date
 Roger Schlossberg, Trustee
 Seller Signature _____ Date

EXHIBIT 1
(Part 4)



PROPERTY INSPECTIONS ADDENDUM

ADDENDUM dated October 27, 2023 to Contract of Sale between
 Buyer Frank Archeampong Yeboah, Rita Seiwaah Abankwa
 and Seller Roger Schlossberg, Trustee
 for Property known as 11208 Suffolk Drive, Hagerstown, MD 21742

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

1. INSPECTION CONTINGENCY: Buyer and Seller agree that Buyer, at Buyer's expense, shall have the right within 10 days from the Date of Contract Acceptance (hereinafter referred to as the "Deadline") to have qualified experts conduct those inspections listed below in subparagraph A **that are initialed by both BUYER and SELLER:**

A. INSPECTIONS; SCOPE AND LIMITATIONS: The purpose of the inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum. The inspection(s) are NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further negotiations between Buyer and Seller.

	<u>Buyer's Initials</u>	<u>Seller's Initials</u>	
1)	<u>RA / FU</u>	<u>RS /</u>	Structural and Mechanical
2)	<u>RA / FU</u>	<u>RS /</u>	Mold
3)	<u>RA / FU</u>	<u>RS /</u>	Environmental
4)	<u>RA / FU</u>	<u>RS /</u>	Radon
5)	<u> /</u>	<u> /</u>	Chimney Inspection
6)	<u> /</u>	<u> /</u>	Lead-Based Paint Hazard Inspection
7)	<u>RA / FU</u>	<u>RS /</u>	Wood Destroying Insect
8)	<u> /</u>	<u> /</u>	Additional Inspection(s)

NOTES: Buyer's right to inspect and/or test well and/or septic systems, water quality and water yield shall be reserved through separate addenda. If Buyer intends to obtain financing through the Veterans Administration (VA), Buyer retains the right to conduct an inspection for wood destroying insects at their expense pursuant to VA regulations, notwithstanding the agreement of the parties stated herein.



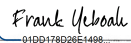
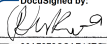
B. INSPECTION PROCESS:

- (i) **RIGHT TO TERMINATE:** If the results of an inspection are unsatisfactory to the Buyer, Buyer may terminate the Contract of Sale by delivering a Unilateral Notice of Termination Under Contract of Sale to Seller by the Deadline. Buyer is not required to specify the basis of Buyer's dissatisfaction. Buyer's right to terminate the Contract of Sale as stated in this subsection expires at the Deadline.
- (ii) **RIGHT TO NEGOTIATE:** Instead of exercising the Right to Terminate the Contract of Sale in accordance with subparagraph 1.B(i), Buyer may make a single, written request for repairs and/or a Seller Credit based upon Buyer's dissatisfaction with the results of the agreed-upon inspection(s). This right will expire at the Deadline unless the Buyer delivers to Seller a copy of the inspection report(s) together with a written request that Seller make certain repairs, and/or agree to provide a Seller Credit. The parties acknowledge that Buyer's lender may need to approve any agreed-upon Seller Credit. Should Buyer attempt to deliver multiple written requests for repairs and/or Seller Credit to Seller prior to the Deadline, Seller shall only be obligated to consider the first such request received.
- (iii) **SELLER'S RESPONSE:** Within five (5) days after Buyer delivers the written request for repairs and/or a Seller Credit, Seller shall notify Buyer in writing whether Seller agrees to all, some, or none of the Buyer's requests. If Seller agrees to all of the requested repairs and/or a Seller Credit, the Contract of Sale shall remain in full force and effect, as amended. If Seller agrees to only some of the requested repairs and/or Seller Credit, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect to: 1) terminate the Contract of Sale; 2) waive the requested repairs and/or Seller Credit to which Seller will not agree, in which case the Contract of Sale shall remain in full force and effect, or; 3) provided that Seller has responded to Buyer, continue negotiations by delivering a counteroffer to Seller in accordance with Section 1.B(iv) of this Addendum. If Buyer fails to timely notify Seller of Buyer's election to terminate the Contract, to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, or submit a counteroffer, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct, and/or credit Buyer the amount of any credit Seller offered at settlement, subject to lender approval. Buyer shall confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, said credit shall be reduced to the maximum amount allowed by lender.
- (iv) **ADDITIONAL NEGOTIATIONS:** Thereafter, within two (2) days after delivery of a counteroffer regarding the requested repairs and/or Seller Credit, the receiving party must:
- a. Deliver Notice accepting the terms contained in the immediately preceding counteroffer;
 - OR
 - b. Deliver Notice continuing negotiations by making a further counteroffer; OR
 - c. Deliver Notice of termination of the Contract of Sale to the other party.
- The failure of the receiving party to timely respond to any counteroffer shall constitute their automatic acceptance of that counteroffer, with all other terms of the Contract of Sale remaining in full force and effect.
- (v) **CONTRACT TERMINATION AND DEPOSIT(S):** If either party elects to terminate the Contract of Sale in accordance with the terms of this Addendum, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract.



- 2. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for agreed-upon inspections and shall have utilities in service at the time of the inspection(s). Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate, or otherwise damage any part of the Property without the prior written consent of Seller, nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer shall be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s). If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, except for damage caused by Seller's negligence, Buyer shall promptly reimburse Seller for all costs incurred in correcting such damage.
- 3. REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs and provide receipts in sufficient time for Buyer to re-inspect prior to settlement. Buyer shall have the right to re-inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action which Seller agreed to perform.

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

DocuSigned by:

 01DD178D36E1498
 Buyer Signature _____ Date
Frank Archeampong Yeboah
 DocuSigned by:

 00A797ACCAE111C
 Buyer Signature _____ Date
Rita Seiwaah Abankwa

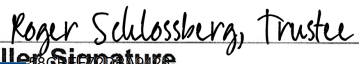
DocuSigned by:

 Seller Signature _____ Date
Roger Schlossberg, Trustee
 DocuSigned by:
 Seller Signature _____ Date



EXHIBIT 1
(Part 5)



**MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER**

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED 8/16/2023 TO CONTRACT OF SALE
BUYER(S): Frank Acheampong Yeboan & Rita Seiwaah Abankwa
SELLER(S): Roger Schlossberg, Trustee
PROPERTY: 11208 Suffolk Drive, Hagerstown, MD 21742

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act ("Act"). "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHA information") as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

- (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;**
- (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and**
- (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;**

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

- (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and**
- (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and**



(5). A copy of:

(i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;**
- B. Occupancy Density;**
- C. Kind, Number, Or Use Of Vehicles;**
- D. Renting, Leasing, Mortgaging Or Conveying Property;**
- E. Commercial Activity; Or**
- F. Other Matters.**

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

DocuSigned by:

 111D0178D28E1488
 Buyer _____ 10/27/2023 _____
 Date

DocuSigned by:

 EEF72DBA9426...
 Seller _____
 Roger Schlossberg, Trustee _____
 Date

DocuSigned by:

 30A78703CAE14FC...
 Buyer _____ 10/27/2023 _____
 Date

Seller _____
 Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS**

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED 8/16/2023 TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): Frank Acheampong Yeboah & Rita Seiwaah Abankwa
PROPERTY: Roger Schlossberg, Trustee
11208 Suffolk Drive, Hagerstown, MD 21742

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as
The Hamptons at Brightwood

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are
\$ 89.00 per month payable on a quarterly basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association was:
\$ 1,068.00

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are _____ or are not _____ (Seller to initial applicable provision) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

(3). Seller to initial (i) or (ii) and complete as appropriate:

PS (i). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is:
Name: Advantage Property Management (Sue Snyder)
Address: 223 N. Prospect St., Suite 204 Hagerstown, MD 21740
Telephone: (301)302-0928 ext. 10

_____ (ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

_____ (i). Seller has actual knowledge of: (Seller to initial all which apply)
_____ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: _____

_____ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: _____



^{DS}
RS (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

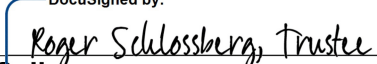
- ^{DS}
RS A. Articles of incorporation;
- ^{DS}
RS B. Declaration of covenants and restrictions;
- ^{DS}
RS C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
- ^{DS}
RS D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

- A. Are ^{DS}
RS or Are Not _____ enforceable against an owner;
- B. Are _____ or Are Not _____ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

DocuSigned by:
 8/16/2023
 Seller _____ Date _____ Seller _____ Date _____
 Roger Schlossberg, Trustee

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

DocuSigned by:
 10/27/2023
 Buyer _____ Date _____

DocuSigned by:
 10/27/2023
 Buyer _____ Date _____

EXHIBIT 2

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

KATRINA WHITE
Plaintiff

*

v.

Case No. C-21-FM-20-000663

*

*

KYLE WHITE
Defendant

*

* * *

AFFIDAVIT OF PURCHASERS

The undersigned, Frank Acheampong Yeboah and Rita Seiwaah Abankwa (collectively, the "Purchasers"), the Purchasers under that *Trustee's Agreement of Sale* with Roger Schlossberg, Trustee as Seller dated October 29, 2023 of the improved real property located at 11208 Suffolk Drive, Hagerstown, Maryland 21742 (the "Realty") proposed to be sold in these proceedings, being first duly sworn, do hereby depose and state as follows:

1. In purchasing the Realty, the Purchasers were not acting as an agent for any person.
2. There are no other persons other than the Purchasers interested as principals in said purchase of the Realty.
3. The Purchasers have not directly or indirectly discouraged any person from bidding for the Realty.

Witness

Frank Acheampong Yeboah

Witness

Rita Seiwaah Abankwa

(Notarial acknowledgments on following page)

STATE OF MARYLAND, _____ COUNTY, to-wit:

I HEREBY CERTIFY, that on this ___ day of October, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Frank Acheampong Yeboah, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) he executed and delivered the foregoing *Affidavit of Purchasers* as his voluntary act and deed for the purposes therein contained; and (ii) his representations and warranties as therein contained are true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

I HEREBY CERTIFY, that on this ___ day of October, 2023, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Rita Seiwaah Abankwa, personally known or whose identity satisfactorily was proven to me, who did acknowledge under the pain and penalties of perjury that: (i) she executed and delivered the foregoing *Affidavit of Purchasers* as her voluntary act and deed for the purposes therein contained; and (ii) her representations and warranties as therein contained are true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

EXHIBIT 3



-- bd | 2 ba | 2,580 sqft

11208 Suffolk Dr, Hagerstown, MD 217

Off market | Zestimate®: **\$455,200**

Est. refi payment: \$2,862/mo  **Refinan**

[Home value](#) [Owner tools](#) [Home detai](#)



Get pre-qualified for a loan

At Zillow Home Loans, we ca
minutes with no impact to y

[Start now](#)

Home value

It looks like this property ha:
facts, which can affect the a
home value estimates.

Is this your home? [Claim it](#) and update home fa



Price cut: \$24,000 (Jul 9)



\$475,000
5 bds 4 ba 3,260 sqft - House for sale
20526 Woodbridge Dr, Hagerstown, MD 21742
KELLER WILLIAMS PREMIER REALTY

Price cut: \$15,000 (Jul 12)



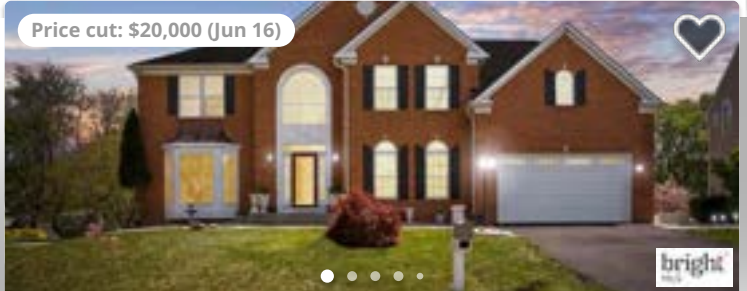
\$660,000
4 bds 3 ba 3,080 sqft - House for sale
20415 Chuck Ln, Hagerstown, MD 21742
KELLER WILLIAMS PREMIER REALTY

Price cut: \$10,100 (Jun 26)



\$459,900
3 bds 3 ba 1,988 sqft - Foreclosure
11139 Mahogany Dr, Hagerstown, MD 21742
BERKSHIRE HATHAWAY HOMESERVICES HOMESALE REALTY

Price cut: \$20,000 (Jun 16)



\$779,000
4 bds 6 ba 7,882 sqft - House for sale
11133 Suffolk Dr, Hagerstown, MD 21742

TAYLOR PROPERTIES



\$69,900

0.31 acres lot - Lot / Land for sale

20609 Jefferson Blvd, Hagerstown, MD 21742

MACKINTOSH, INC.

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For Sale: [Maryland](#) • [Washington County](#) • [Robinwood](#)

ROBINWOOD REAL ESTATE FACTS ^

HOME VALUES BY CITY

Robinwood Homes for Sale	\$352,323
Hagerstown Homes for Sale	\$258,426
Waynesboro Homes for Sale	\$248,179
Boonsboro Homes for Sale	\$380,851
Smithsburg Homes for Sale	\$340,149
Williamsport Homes for Sale	\$309,281
Halfway Homes for Sale	\$260,524
Myersville Homes for Sale	\$503,955
Fountainhead-Orchard Hills Homes for Sale	\$356,152
Saint James Homes for Sale	\$416,286

Paramount-Long Meadow Homes for Sale	\$405,241
Fairplay Homes for Sale	\$378,766
Sabillasville Homes for Sale	\$365,629
Wilson-Conococheague Homes for Sale	\$262,466
Maugansville Homes for Sale	\$272,030
Cascade Homes for Sale	\$255,029
Mount Aetna Homes for Sale	\$472,232
Funkstown Homes for Sale	\$251,963
Leitersburg Homes for Sale	\$295,522
State Line Homes for Sale	-

HOME VALUES BY NEIGHBORHOOD

Parkville Homes for Sale	\$229,311
Olde Towne Homes for Sale	-
Kentlands Homes for Sale	-
Lakelands Homes for Sale	-
Wayne Heights Homes for Sale	\$268,899
Hampton Homes for Sale	\$214,901
Pennville Homes for Sale	\$216,874
Midway Homes for Sale	\$214,815
Deer Park Homes for Sale	-
Quince Orchard Park Homes for Sale	-
Downtown Homes for Sale	\$168,513
Washingtonian Woods Homes for Sale	-
Saybrooke Homes for Sale	-
Lake Heritage Homes for Sale	\$346,231
Westleigh Homes for Sale	-
Lake Meade Homes for Sale	\$319,321
Rouzerville Homes for Sale	\$194,156
Shenandoah Retreat Homes for Sale	\$354,846
Cashtown Homes for Sale	\$245,828
McKnightstown Homes for Sale	-

HOME VALUES BY ZIP CODE

21740 Homes for Sale	\$260,125
21742 Homes for Sale	\$319,248
17268 Homes for Sale	\$247,929
21713 Homes for Sale	\$381,787
25419 Homes for Sale	\$307,545
21783 Homes for Sale	\$344,840
21795 Homes for Sale	\$305,941
21773 Homes for Sale	\$503,552
21756 Homes for Sale	\$420,744

21733 Homes for Sale	\$370,686
21780 Homes for Sale	\$360,195
21746 Homes for Sale	-
21719 Homes for Sale	\$259,036
21767 Homes for Sale	\$256,666
17263 Homes for Sale	-
21721 Homes for Sale	-
21734 Homes for Sale	\$255,637
17272 Homes for Sale	-
17256 Homes for Sale	-
17250 Homes for Sale	-

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Disclaimer: School attendance zone boundaries are supplied by Pitney Bowes and are subject to change. Check with the applicable school district prior to making a decision based on these boundaries.

About the ratings: GreatSchools ratings are based on a comparison of test results for all schools in the state. It is designed to be a starting point to help parents make baseline comparisons, not the only factor in selecting the right school for your family. [Learn more](#)

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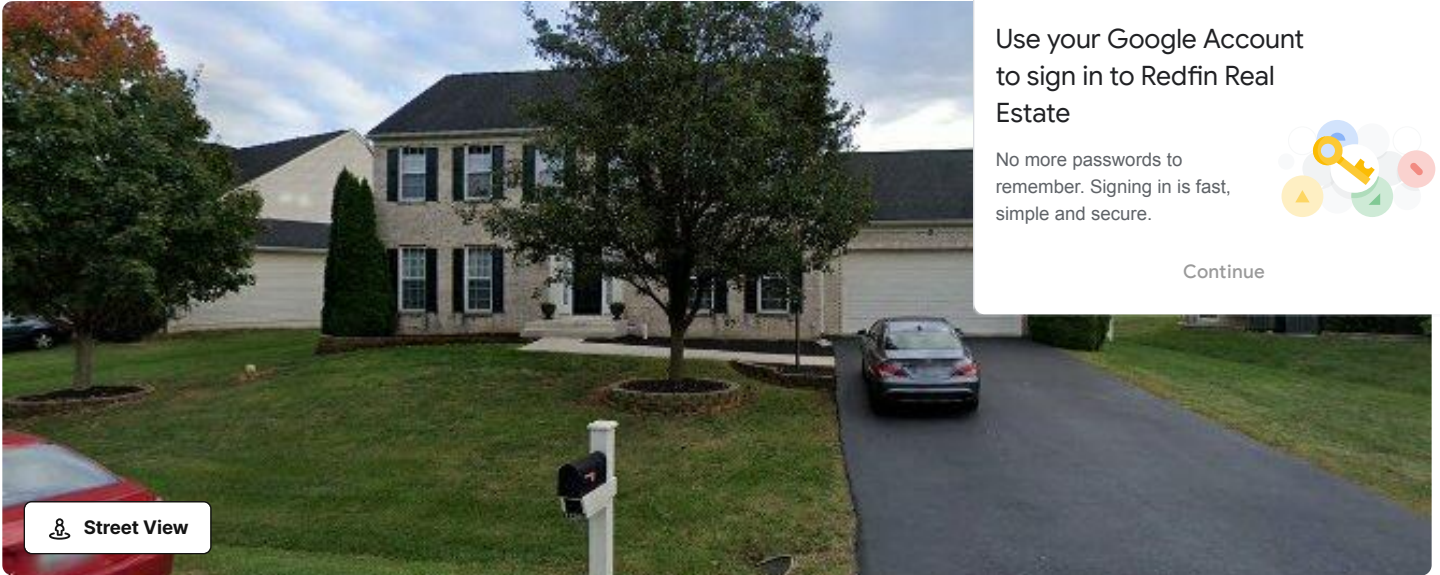
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SOLD

11208 Suffolk Dr, Hagerstown, MD 21742

\$447,349

Redfin Estimate

—

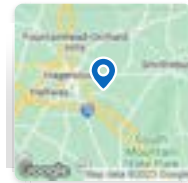
Beds

2

Baths

3,298

Sq Ft



Is this your home?

Track this home's value and nearby sales activity

I own 11208 Suffolk Dr

Sell your home for more, pay a 1% listing fee when you sell and buy

Estimated Sale Price

\$425,000 – \$506,000

Schedule a selling consultation

It's free, with no obligation — cancel anytime

OR

Request a free analysis

Get a Redfin Sales Advisor's opinion on your home's value and the state of the Hagerstown market

About this home

Sign in for details

Source: Public Records

Home facts

Property Type Single Family Residential

Year Built 2004

Lot Size 0.29 Acres

Price insights

Redfin Estimate	\$447,349
Price/Sq.Ft.	\$136

Redfin Estimate for 11208 Suffolk Dr

[Edit home facts](#) to improve accuracy.

[Create an Owner Estimate](#)

\$447,349


[Track this estimate](#)

+\$136K since sold in • Last updated 07/24/2023 9:01 am

[Show estimate history](#) ▾

Redfin Estimate based on recent home sales. ⓘ

SOLD JUN 21, 2023 3D WALKTHROUGH




\$450,000 Sold Price A

5 Beds 2.5 Baths 2,531 Sq. Ft.
413 Thames St, Hagerstown, MD 21740

- + \$42/sq ft
- ↑ larger lot
- ↓ 2 years older

SOLD JUN 23, 2023



\$475,000 Sold Price B

3 Beds 2.5 Baths 3,054 Sq. Ft.
220 Montclair Ct, Hagerstown, MD 21742

- + \$20/sq ft
- ↓ smaller lot

[See comparables on map](#) ▾

Ask Redfin agent John a question



John Ippolito

Hagerstown Redfin Agent

John Ippolito typically replies in about **5 minutes**

I'd like more home details.

I'm interested in buying.

Is this a good time to sell?

Ask a question

Text or call **(301) 679-7909**

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Homeowner Tools



Edit home facts

Review property details and add renovations.



Manage photos

Update home photos or make them private.



Create an Owner Estimate

Select recent home sales to estimate your home's value.



View Owner Dashboard

Track your estimate and nearby sale activity.

Additional resources



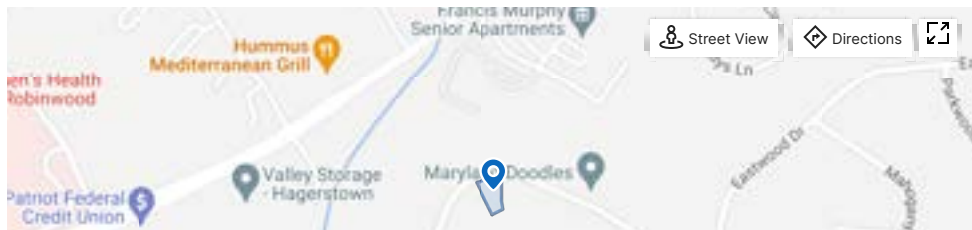
Electricity and solar

View estimated energy costs and solar savings for this home



Internet

View Internet plans and providers available for this home





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Rental Estimate for 11208 Suffolk Dr

\$2,965 / mo

Rental estimate based on recent rentals. ⓘ

[View more rentals](#)

<p>\$2,750/mo</p> <p>2 Beds 3 Baths 2,128 Sq. Ft. 18811 Dover Dr, Hagerstown, MD 21742</p> <p><small>Townhome</small></p> <p style="text-align: right; border: 1px solid #ccc; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">A</p>	<p>\$3,000/mo</p> <p>4 Beds 3.5 Baths 2,986 Sq. Ft. 1415 Village Green Way, Brunswick, MD 21716</p> <p><small>House</small></p> <p style="text-align: right; border: 1px solid #ccc; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">B</p>
--	--

[See comparables on map](#) ▾

Property details for 11208 Suffolk Dr

We'll show details for this property as soon as we have them.

Sale and tax history for 11208 Suffolk Dr

Sale History Tax History

Today

Jan 4, 2005	Delisted	—
<small>Date</small>	<small>MRIS #WA5126933</small>	<small>Price</small>
Jan 4, 2005	Listed	*
<small>Date</small>	<small>MRIS #WA5126933</small>	<small>Price</small>

Oct, 2003

Oct 4, 2003	Delisted	—
<small>Date</small>	<small>MRIS #WA5127016</small>	<small>Price</small>
Oct 4, 2003	Listed	**
<small>Date</small>	<small>MRIS #WA5127016</small>	<small>Price</small>

** Price available after [signing in](#).


Public facts and zoning for 11208 Suffolk Dr

Beds	—
Baths	2
Sq. Ft.	3,298
Stories	2
Lot Size	0.29 Acres
Style	Single Family Residential
Year Built	2004
Year Renovated	—
County	Washington County
APN	18 043475

Home facts updated by county records on May 23, 2023.

Additional resources

Zoning

 Working on getting current and accurate zoning information for this home. [Learn more](#)

Sale proceeds

Home sale price ⓘ

\$447,349

Outstanding mortgage ⓘ

\$0

	Selling with traditional agent	Selling with Redfin agent
Your total sale proceeds	\$415,113	\$421,823 <small>+\$6,710</small>
Seller agent commission	3% (\$13,420)	1.5% (\$6,710)

[Compare agent services](#) 

[Show taxes and fees](#) 

Get \$6,710 more selling your home with a Redfin agent

[Schedule a selling consultation](#)

Advertisement

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Schools

[GreatSchools Summary Rating](#)

- /10

Ruth Ann Monroe Primary
Public, PreK-2 • Serves this home • 1.0mi

>
- 5/10

Eastern Elementary School
Public, 3-5 • Serves this home • 1.1mi

>
- 6/10

E. Russell Hicks Middle School
Public, 6-8 • Serves this home • 3.2mi

>
- 4/10

South Hagerstown High School
Public, 9-12 • Serves this home • 3.1mi

>

School data is provided by GreatSchools, a nonprofit organization. Redfin recommends buyers and renters use GreatSchools information and ratings as a first step, and conduct their own investigation to determine their desired schools or school districts, including by contacting and visiting the schools themselves.

Redfin does not endorse or guarantee this information. School service boundaries are intended to be used as a reference only; they may change and are not guaranteed to be accurate. To verify school enrollment eligibility, contact the school district directly.

Around this home

[Redfin](#) > [Maryland](#) > [Washington County](#) > 21742


Transportation near 11208 Suffolk Dr


 10 /100 Car-dependent <small>Walk Score®</small>	 25 /100 Somewhat bikeable <small>Bike Score®</small>
--	--


Climate risks

About climate risks

Most homes have some risk of natural disasters, and may be impacted by climate change due to rising temperatures and sea levels.

-  **Flood Factor - Minimal**
Unlikely to flood in next 30 years

>
-  **Fire Factor - Minimal**
Unlikely to be in a wildfire within 30 years

>
-  **Heat Factor - Major**
Heat risk increasing in next 30 years

>

ClimateCheck ⓘ

Storm risk - very high
23 storms expected in 2050

Drought risk - relatively low
Water stress expected to be 1% in 2050

Climate risk data is provided for informational purposes only. If you have questions or feedback about this data, get help at riskfactor.com and climatecheck.com.


Redfin does not endorse nor guarantee this information. By providing this information, Redfin and its agents are not providing advice or guidance on flood risk, flood insurance, or other climate risks. Redfin strongly recommends that consumers independently investigate the property's climate risks to their own personal satisfaction.

Real estate market insights for 11208 Suffolk Dr

Single-Family Home sales (last 30 days)

21742 ZIP

\$390K Median list price	18 Median days on mkt.	52 # listed homes
\$158 Median \$ / sq. ft.	104.0% Median sale-to-list	24 # sold homes



Single Family Homes trends in 21742

Median Sale Price

of Homes Sold

Median Days on Market

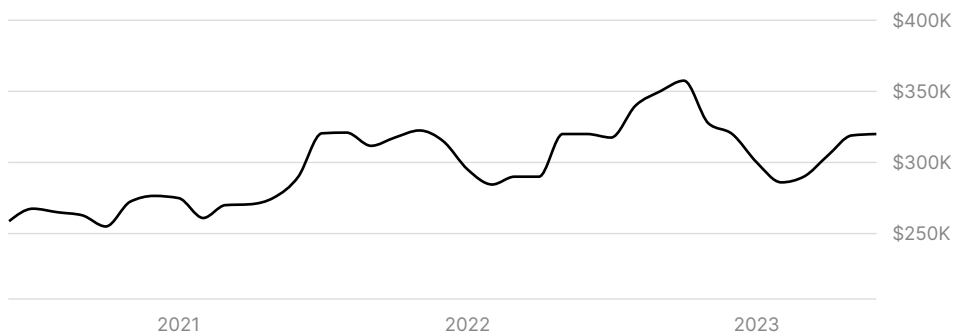
Single Family Homes

Median Sale Price (Single Family Homes)

\$320,000

0.0% YoY | Jun 2023

1 year **3 year** 5 year



Based on Redfin calculations of home data from MLS and/or public records.

 Share

 Embed

Location	Data	Growth
	Jun 2023	% YoY
21742	\$320,000	0.0%

[See more market trends in 21742](#)

Market competition in 21742

Calculated over the last 3 months

74 Very Competitive
Redfin Compete Score™ ⓘ

0 100

- Many homes get multiple offers, some with waived contingencies.
- The average homes sell for about **1%** above list price and go pending in around **28 days**.
- Hot homes can sell for about **4%** above list price and go pending in around **5 days**.

Compare to nearby zip codes



Nearby similar homes

Homes similar to 11208 Suffolk Dr are listed between \$262K to \$450K at an average of \$180 per square foot.

\$449,900

5 Beds 2.5 Baths 2,040 Sq. Ft.
108 Old National Pike, Hagerstown, MD 21740
(301) 745-4450

\$325,000

3 Beds 2 Baths 2,304 Sq. Ft.
20119 Jefferson Blvd, Hagerstown, MD 21742
(410) 823-0033

\$365,000

5 Beds 2 Baths 3,802 Sq. Ft.
750 Park Rd, Hagerstown, MD 21740
(301) 745-1500

NEW CONSTRUCTION

\$424,990

4 Beds 2.5 Baths 1,903 Sq. Ft.
1674 Charlotte St, Hagerstown, MD 21740
(703) 955-4875

\$262,000

4 Beds 2 Baths 2,200 Sq. Ft.
1132 Security Rd, Hagerstown, MD 21742
(301) 445-1395

NEW CONSTRUCTION

\$413,990

3 Beds 2 Baths 1,533 Sq. Ft.
1544 Charlotte St, Hagerstown, MD 21740
(703) 955-4875

[View more homes](#)

Nearby recently sold homes

Nearby homes similar to 11208 Suffolk Dr have recently sold between \$675K to \$675K at an average of \$90 per square foot.

SOLD JUL 7, 2023

\$675,000 Last Sold Price

4 Beds 4.5 Baths 7,608 Sq. Ft.
11242 Suffolk Dr, Hagerstown, MD 21742
(301) 745-1500

[View more recently sold homes](#)

Home values near 11208 Suffolk Dr

Data from public records.

Show more ▾

More real estate resources

New Listings in 21742

Zip Codes

Nearby Cities

Popular Searches

20107 Kellys Ln
 13306 Club Rd
 12779 Ailanthus Dr
 13619 Little Antietam Rd
 13519 Sovereign Ter

21600 O'toole Dr
 11817 Clearview Rd
 151 Belview Ave
 10839 White Hall Rd
 278 Potomac Hts

[All 21742 New Listings](#)

Frequently asked questions for 11208 Suffolk Dr

What is 11208 Suffolk Dr? ▾

How competitive is the market for this home? ▾

How much is this home worth? ▾

What comparable homes are near this home? ▾

When was this home built and last sold? ▾

What's the full address of this home? ▾

What is the rental estimate for this home? ▾

What's the housing market like in 21742? ▾

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GreatSchools Ratings provided by [GreatSchools.org](https://www.greatschools.org).



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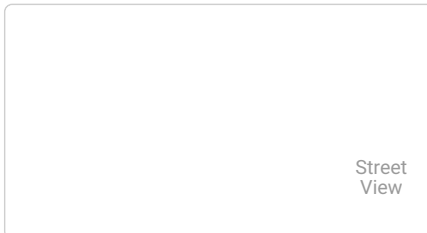
Interested in selling your home?

Estimated home value*

\$473,000

[See your selling options](#)

*Estimation is calculated based on tax assessment records, recent sale prices of comparable properties, and other factors.



2 bath 3,298 sqft 0.29 acre lot

11208 Suffolk Dr, Hagerstown, MD 21742

Single Family
Property type
 2004
Year built
 \$311.6K in 2004
Last sold

\$94
Price per sqft

[Share this home](#)

[Edit Facts](#)

NATIONWIDE [Get a Quote with a Long-Distance Mover!](#)
MOVING SERVICES

List 11208 Suffolk Dr with a top agent


Compare MD agent fees, save up to **\$5,525** with **UpNest** by **Realtor.com** ⓘ

<p>David Friedrich Sold in the area: 42 Experience: 7 years</p> <p>View proposal</p> <p>Coldwell Banker R... #5000914</p>	<p>Darren Ahearn Sold in the area: 60 Experience: 20 years</p> <p>View proposal</p> <p>Re/Max Results #585707</p>
--	--

N/A
Nearby value comparison ⓘ

\$161.4K
↑ Since last sold in 2004 ⓘ

N/A
Median rent for nearby properties ⓘ



Get your home value updates

Claim your home and get an email whenever there's an update to your home value.

[I'm the owner, send me updates](#)

Property Details

Property Features

Location

- Zoning: RS

[SEE MORE](#) ▾

Find out more about this property.

[Contact agent](#)

Local home services

Advertisement

Financial Services

US Military & Veterans \$75,000 Home Giveaway. See Off. Rules

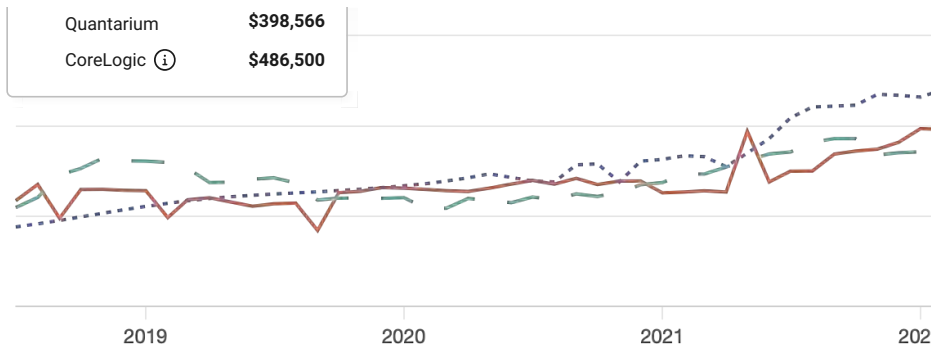
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PRESENTED BY

RealEstateSM NEW

July 2023


Valuation provider	Estimate
Collateral Analytics	\$473,000



SHOW CHART SUMMARY ▾

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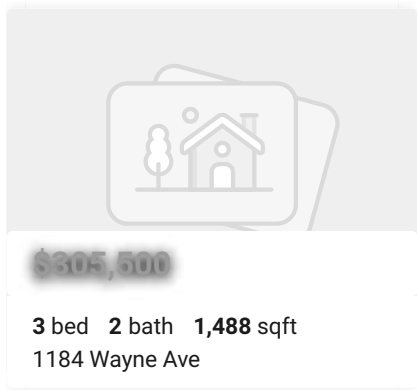
[Latest home equity rates](#)

[Advertising disclosure](#)

🏠 Similar Homes For Sale Near Hagerstown, MD

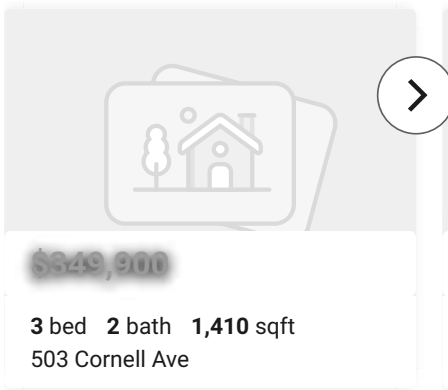


Comparison of 11208 Suffolk Dr, Hagerstown, MD 21742 with Nearby Homes:



\$305,500

3 bed 2 bath 1,488 sqft
1184 Wayne Ave



\$329,900

3 bed 2 bath 1,410 sqft
503 Cornell Ave

Interested in any of these homes?

Have a local agent show you around.

Contact agent

Property History

Price History

Date	Event	Price	Price/Sq Ft	Source
03/05/2004	Sold	\$311,605	\$94	Public Record

Tax History







Year	Taxes	Land		Additions		Total assessments
2021	\$2,767	\$66,200	+	\$194,900	=	\$261,100
2020	\$2,744	-	+	-	=	\$260,067
2019	\$2,745	-	+	-	=	\$259,033
2018	\$2,734	\$66,200	+	\$191,800	=	\$258,000
2017	\$2,734	\$66,200	+	\$191,800	=	\$258,000
2016	\$2,734	\$66,200	+	\$191,800	=	\$258,000

2015 \$2,858 \$66,200 + \$203,500 = \$269,700

[SEE MORE](#) ▾

Schools ^


Nearby Schools Elementary Middle High Private

Rating	School Name	Grades	Type	Students	Reviews	Distar
	E. Russell Hicks Middle School	6 - 8	Public	820	 7 reviews	3.2 mi
	South Hagerstown High School	9 - 12	Public	1259	 2 reviews	3.2 mi
	Ruth Ann Monroe Primary	PK - 2	Public	567	 5 reviews	1 mi

School data provided by National Center for Education Statistics, Pitney Bowes, and GreatSchools Independent for reference only. GreatSchool Ratings compare a school's test performance to statewide results. To verify enrollment eligibility, contact the school or district directly.

Neighborhood ^ Noise, Commute

Facts about 11208 Suffolk Dr

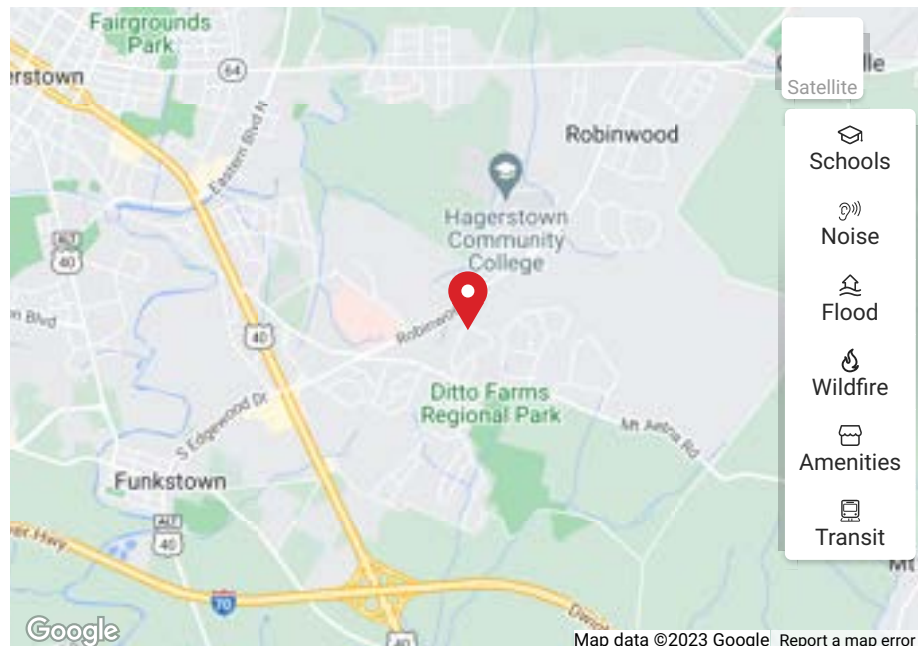
 Commute time: [Add a commute](#)



Noise Level: Low ⓘ

This home has a low noise level for the surrounding area

Explore Schools, Safety, and Lifestyle around 11208 Suffolk Dr



Checkout other home values in [Suffolk Dr, Hagerstown, MD.](#)

N/A	N/A	N/A	N/A
Median Listing Price	Median Sales Price	Median Days on Market	Median Price Per Sq Ft

Nearby Neighborhoods in Hagerstown, MD

[Northwest Hagersto...](#) [West End](#)

Median listing: \$212,450

Median listing: \$197,450

[Historic City Park](#)

[Arts and Entertainm...](#)

Median listing: N/A

Median listing: \$185,000

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Address	RealEstimate SM data	Bed	Bath	Sq Ft	Lot (Sq Ft)
This Home: 11208 Suffolk Dr	\$473,000		2	3298	12541
11218 Suffolk Dr, Hagerstown, MD 21742	\$440,900	-	2	2708	11833
11202 Suffolk Dr, Hagerstown, MD 21742	\$497,100	-	3.5	3649	11576
20004 Babylon Ct, Hagerstown, MD 21742	\$648,200	6	4.5	7139	15764
11222 Suffolk Dr, Hagerstown, MD 21742	\$614,000	-	3.5	4792	11713
11168 Suffolk Dr, Hagerstown, MD 21742	\$639,600	4	3.5	4823	13364

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 **Environmental Risk** Flood, Wildfire ^



Flood
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This property's flood risk is not changing.

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Learn more about 11208 Suffolk Dr

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Homes Around \$473,000

FOR SALE

\$459,900

3 bed 2.5 bath 1,988 sqft
11139 Mahogany Dr

NEW

\$449,000

3 bed 2.5 bath 2,241 sqft
1715 Mount Aetna Rd

PENDING

\$453,000

4 bed 2.5 bath 2,839 sqft
496 Thames St


FOR SALE

\$475,000

5 bed 3.5 bath 3,260 sqft
20526 Woodbridge Dr

Recently Sold Homes Near 11208 Suffolk Dr


SOLD



\$674,900

4 bed 4.5 bath 7,608 sqft
11242 Suffolk Dr


SOLD



\$226,000

3 bed 2.5+ bath 1,780 sqft
20135 Kellys Ln


SOLD



\$230,000

3 bed 2.5 bath 1,780 sqft
11244 Cristins Cir

SOLD




\$250,000

4 bed 3.5 bath 1,780 sqf
20217 Kellys Ln

Nearby Homes with Pools around 21742


FOR SALE



\$600,000

4 bed 3.5 bath 4,637 sqft
11121 Suffolk Dr

FOR SALE



\$300,000

4 bed 1 bath 2,044 sqft
10025 Beaver Creek Church Rd

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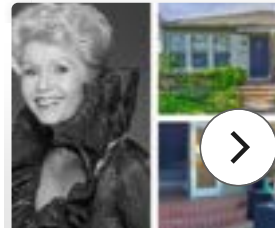
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Additional Information About 11208 Suffolk Dr, Hagerstown, MD 21742

See 11208 Suffolk Dr, Hagerstown, MD 21742, a single family home. View property details, similar homes, and the nearby school and neighborhood information. Use our heat map to find crime, amenities, and lifestyle data for 11208 Suffolk Dr.

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EXHIBIT 4

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

KATRINA WHITE
Plaintiff

*

v.

Case No. C-21-FM-20-000663

*

*

KYLE WHITE
Defendant

*

* * *

**ORDER TO SHOW CAUSE WHY RELIEF SOUGHT IN
TRUSTEE’S REPORT OF SALE AND VERIFIED MOTION FOR APPROVAL OF
SALE OF PROPERTY AND FOR RELATED RELIEF SHOULD NOT BE GRANTED**

The above-captioned matter came before the Court this date upon the *Trustee’s Report of Sale and Verified Motion for Approval of Sale of Property and for Related Relief* (the “*Sale Motion*”) filed by Roger Schlossberg, the Trustee heretofore appointed and serving with respect to that improved real property located at 11208 Suffolk Drive, Hagerstown, Maryland 21742 (the “*Realty*”) jointly-owned by the Plaintiff Katrina White (the “*Plaintiff*”) and the Defendant Kyle White (the “*Defendant*”). Said *Sale Motion* seeks approval and authority from this Court for the Trustee’s sale of the Realty to Frank Acheampong Yeboah and Rita Seiwaah Abankwa (collectively, the “*Purchasers*”) at that purchase price, upon those terms and subject to those conditions set forth in that *Sale Agreement*¹ attached to the *Sale Motion* as Exhibit 1. Further, said *Sale Motion* includes a proposed procedure for the Court’s consideration of the *Sale Motion* including any Exceptions filed in response thereto and any higher and/or better offers advanced for the purchase of the Realty.

Upon careful consideration of the *Sale Motion*, and it appearing that the procedures proposed by the Trustee therein are consistent with the provisions of his appointment by the

¹ Unless expressly defined herein to the contrary, those capitalized terms appearing herein which are defined in the *Sale Motion* have that same meaning in this *Order* as provided in the *Sale Motion*.

Appointment Order, and that said proposed procedures are consistent with and satisfy all substantive and procedural requirements established under the provisions of Title 14, Chapter 300 of the Maryland Rules of Procedure for the sale of the Realty, and it further appearing that the entry of the instant Order will advance the Court's consideration of the *Sale Motion* to the ultimate end of a timely sale and disposition of the Realty for the benefit of all parties in interest herein, it is therefore this ___ day of October, 2023, by the Circuit Court for Washington County, Maryland,

ORDERED that, within five (5) days of entry of the instant Order, the Trustee forthwith shall cause a copy of this *Order*, together with a copy of the *Sale Motion* and all Exhibits thereto, to be served upon the Defendant: (i) by first-class mail, postage prepaid, to the Defendant at his last-reported address as appears on the docket of these proceedings; (ii) in deference to the requirements of due process and in recognition of said Defendant's *de facto* status as an unrepresented party, by email directed to the Defendant at his last-known email address of kawhite@myactv.net as provided by the Defendant to the Trustee and previously utilized by them in prior communications during the pendency of these proceedings;² and it is further

ORDERED that following such service, the Trustee shall cause a *Certificate* attesting to such service promptly to be filed herein; and it is further

ORDERED that in a further abundance of caution in deference to the requirements of due process, the Trustee shall cause a copy of the instant *Order* (without copies of the *Sale Motion* and all exhibits thereto) to be published as a Legal Notice in a newspaper of general circulation in Washington County, Maryland once each week for a period of three successive weeks with the first insertion thereof being made not later than ten (10) days following entry of this Order; and it is further

² As the Plaintiff continues to be represented by counsel, service upon the Plaintiff shall be complete upon electronic service upon her counsel via MDEC.

ORDERED that following such publication, the Trustee shall cause a *Publisher's Certificate* attesting to such publication promptly to be filed herein; and it is further

ORDERED that not later than November 30, 2023 (the "Deadline"), the parties shall SHOW CAUSE, if any they have, by the filing of an objection or other opposition (collectively, an "Exception") why: (i) the Trustee's proposed sale of the Realty at such price and upon such terms and conditions as described in the *Sale Motion* should not be approved; and (ii) the *Sale Motion* should not be granted. Any such Exception shall include: (i) the express legal and factual grounds upon which such Exception is based with supporting statutory and case law authority for any such legal grounds; and (ii) affidavit or other sworn support for all such factual grounds; and it is further

ORDERED that not later than the Deadline, any persons (each an "H&B Offeror") desiring to advance higher and/or better offers ("H&B Offers") for the purchase of the Realty shall cause such H&B Offers to be delivered to and received by the Trustee at: (i) his offices located at the Rider Jet Center, 18421 Henson Boulevard, Suite 201, Hagerstown, Maryland 21742; and (ii) via email to rschlossberg@schlosslaw.com. Such H&B Offers must be made in substantially the same form as that of the *Sale Agreement* as is attached to the *Sale Motion* as Exhibit 1 with all proposed revisions thereto by any H&B Offeror "marked-up" and highlighted to distinguish the same; which said revisions must include provision for payment in immediately available funds to the Trustee in the amount of the purchase price proposed therefor to be paid by the H&B Offeror in response to that purchase price proposed in the *Sale Motion* to be paid by the Purchasers. Further, any such H&B Offers must be accompanied by: (i) a deposit in immediately available funds payable to the Trustee in an amount not less than the \$7,000.00 Purchase Deposit paid by the Purchasers under the *Sale Agreement*; (ii) evidence satisfactory to the Trustee of the financial ability of the H&B

Offeror to close upon said H&B Offer; (iii) an executed, witnessed and acknowledged affidavit of the H&B Offeror in that same exemplar form as the *Purchasers Affidavit* attached to the *Sale Motion* as Exhibit 2; and (iv) an acknowledgement (an “*Acknowledgment*”) in form acceptable to the Trustee that in the event that said H&B Offer is not approved by the order of this Court determining the same to be the successful highest and/or best offer for the purchase of the Realty (the “*Approval Order*”), such H&B Offer nonetheless shall be irrevocable as a binding back-up bid until the earlier to occur of: (a) consummation of closing on the offer which is the subject of the *Approval Order*; or (b) the expiration of forty-five (45) days following entry by this Court of such *Approval Order*; and it is further

ORDERED that following the expiration of the Deadline, the Trustee shall review all H&B Offers received by him and shall determine, in the exercise of his fiduciary judgment and discretion, which, if any, of said H&B Offers are “Qualified H&B Offers”. For the purpose of that determination, a Qualified H&B Offer shall be an H&B Offer for the Realty timely received by the Trustee and determined by the Trustee to be: (i) higher and/or better than the offer of the Purchasers for the Realty embodied in the *Sale Agreement*; (ii) accompanied by payment of a deposit in immediately available funds in an amount not less than the Purchase Deposit of \$7,000.00; (iii) accompanied by satisfactory evidence of the H&B Offeror’s financial ability to close on the H&B Offer; (iv) accompanied by an executed, witnessed and acknowledged affidavit of the H&B Offeror in that same exemplar form as the *Purchasers Affidavit* attached to the *Sale Motion* as Exhibit 2; and (v) accompanied by a satisfactory *Acknowledgment*. Forthwith following expiration of the Deadline, the Trustee shall file his *Certification* with the Court advising of any H&B Offers timely received by the Trustee and whether any such H&B Offers have been determined by the Trustee to be Qualified H&B Offers; and it is further

ORDERED that in the event that no Exceptions timely are filed in opposition to the *Sale Motion*, and the Trustee's *Certification* reveals that no Qualified H&B Offers timely have been received by the Trustee, this Court may, in the Court's discretion: (i) act to dispose of the *Sale Motion* without further delay or any hearing thereon; (ii) conduct a hearing thereon on that date and at that time noted at the foot of this Order; or (iii) take such other action as may appear appropriate to the Court; and it is further

ORDERED that in the event any Exceptions timely are filed, or in the event the Trustee's *Certification* reports the existence of a Qualified H&B Offer, or if the Court determines in the Court's discretion that a further hearing is required herein, a hearing (the "Show Cause Hearing") shall be conducted on that date and at that time noted at the foot of this Order to permit the Court: (a) to consider and dispose of such Exception; and/or (b) to consider the relative merits of: (i) the offer of the Purchasers memorialized in the *Sale Agreement*; and (ii) any Qualified H&B Offers responsive thereto – including, if appropriate, the conduct of further competitive bidding between the parties advancing such respective offers; and/or (c) to consider and dispose of any other matter; and it is further

ORDERED that time is of the essence with regard to each and all dates hereinabove set forth for: (i) the Deadline; (ii) the filing of any Exceptions; or (iii) the delivery of any H&B Offers; and it

APPEARING that notwithstanding the provision contained in the *Appointment Order* which required that the Trustee include in any report of sale filed by him a suggested penalty sum for a fiduciary bond thereafter to be required in an amount reflecting the net proceeds of such sale subject to further administration by the Trustee, the Court observes that the procedures sought to

be employed by the Trustee in the sale of the Realty as approved by the instant Order are inimical to the provision of such a suggested penalty sum at this time, it is therefore further

ORDERED that the obligation of the Trustee to suggest the penalty sum of such fiduciary bond as shall be required to be filed by the Trustee following the sale of the Realty and receipt of the net proceeds thereof be, and the same hereby is DEFERRED pending consummation of the sale of the Realty and further Order of this Court; and it is further

ORDERED that the Show Cause Hearing hereinabove contemplated shall be conducted herein on the 5th day of December, 2023 at 4:00 p.m.

Brett R. Wilson
Circuit Judge

cc: Roger Schlossberg, Trustee
Meaghan L. Delawter, Esquire
Michael W. Gast, Esquire
Kyle White