

RECEIVER'S CONTRACT OF SALE

Baltimore, Maryland – [DATE]

_____ (“Purchaser”) has this day purchased for the price of \$ _____ the property known as _____ (“Property”), subject to vacant building notices, and ground rent, if any, from **ONE HOUSE AT A TIME, INC.**, court-appointed Receiver (“Seller”), of which a deposit of \$ _____ has been paid.

The balance of the purchase money shall be paid in cash at settlement thirty (30) days after final ratification of the sale by the District Court of Maryland for Baltimore City. Interest on unpaid purchase money charged at rate of 8% per annum from the date of final ratification of sale to the date of settlement. All recordation taxes, transfer taxes, and other costs incident to the sale and settlement shall be borne by Purchaser. Purchaser’s adjustments for ground rent, governmental taxes, municipal charges or assessments, shall be as of the date of settlement. The Seller may, in its sole and absolute discretion, extend or adjust the date of settlement as may be required; however, in the event of delay due to Purchaser (as determined by Seller), the Purchaser’s adjustments shall be as of the settlement date originally provided in this contract. Seller, in its sole and absolute discretion, may reduce the amount of Purchaser’s interest or adjustments due to extension of the settlement date. Time is of the essence for Purchaser’s obligations. If Seller is unable to deliver good and marketable title, Purchaser’s sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit, this sale shall be null and void and of no effect and the Purchaser shall have no further claim against the Seller or Auctioneers. If Purchaser breaches this contract, the Seller may elect to retain the deposit as liquidated damages.

The Property is being sold and Purchaser agrees to accept the Property “AS IS”, “WHERE IS”, and “WITH ALL FAULTS,” without any representation or warranty whatsoever as to its condition, environmental matters, permit status, construction, faulty construction or damage to improvements, violation of laws, fitness for any particular purpose, development, merchantability, occupancy or any other warranty or matter of any nature whatsoever, express or implied, all whether known or unknown and whether disclosed or undisclosed. Purchaser shall be responsible for obtaining physical possession of the Property and assumes the risk of loss or damage to the Property from the date of contract forward.

The Property is sold subject to all easements, conditions, restrictions, covenants, ground rents, agreements and other matters of any nature as well as any matters that an accurate survey or physical inspection of the Property might disclose. The Property will be conveyed by Receiver’s Deed without warranties. The Property is sold subject to all matters referenced in the vacant building receivership proceeding pending in the District Court of Maryland for Baltimore City, including, but not limited to exceptions to sale and all housing, building and zoning code violations.

This contract may be executed in two or more counterparts including by facsimile and email, each of which shall be deemed an original and together shall constitute one instrument. This contract may not be amended except by a writing signed by the party to be bound by the amendment. Seller shall not be deemed to have waived any of its rights under this contract unless such waiver is expressly made in writing. If Purchaser consists of two or more persons or entities, Purchaser shall be jointly and severally liable. Purchaser may not assign this contract or any interest herein (by operation of law or otherwise) without Seller’s prior written consent which may be withheld in Seller’s sole and absolute discretion. There are no third party beneficiaries to this contract.

Witness as to Purchaser signature & receipt of deposit

Purchaser Email: _____
Purchaser Address: _____
Purchaser Telephone: _____

Purchaser: _____ (seal)
Print Name: _____
(Print Name and Title if on behalf of an entity.)

Seller: _____ (seal)
One House At A Time, Inc., Receiver,
by: Pia Heslip, Executive Director

STATE OF MARYLAND, BALTIMORE CITY:

I HEREBY CERTIFY that on _____, 20____, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ (County/City), personally appeared _____, **Purchaser**, at private sale in this cause, and made oath in due form of law that (s)he/it is the purchaser of the Property identified above and purchased same as principal and not as an agent for anyone, that there are no other interested principals, and that (s)he/it has not directly or indirectly discouraged anyone from bidding for the said property mentioned in said Receiver’s Contract of Sale. In witness whereof I hereunto set my hand and official seal.

Signed: _____
My commission expires: _____

Notary Public: _____