



September 3, 2024

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Re: Purchase of [REDACTED]

Buyer: [REDACTED]

Seller: [REDACTED]

Dear Counselor:

Our Firm (Firm) has been retained to represent [REDACTED], ("Buyer," "Client," or "Purchaser,") in the above-captioned real estate transaction. Pursuant to Paragraph 10 (c) of the Contract, the Firm requests the following modifications:

1. **Modifications.** Any accepted modifications shall become part of the original contract and shall control in the event of a conflict. **Response:** Agreed. Any accepted modifications

in seller's letters shall also control over the contract in the event of a conflict.

2. **Appraisal.** That the following is hereby added to the Contract: "This contract is contingent on the property appraising for not less than at the Purchase Price listed in Paragraph 4 of the Contract. Should the above referenced property appraise lower than the contract purchase price, the Buyer shall notify Seller and request that a contract addendum be executed to reflect the appraised price. In the event Seller is unable or unwilling to execute the contract addendum adjusting the contract purchase price to the appraised value, Buyer shall have the option of terminating the contract and all earnest money shall be immediately returned to Buyer." **Response:** Agreed.

3. **Title.** In the event that the Seller is unable to cure any unpermitted exceptions to title that cannot be waived or endorsed over by the title company at closing then

this contract shall, at Buyer' option, be terminated with all earnest money returned to the Buyer. **Response:** Agreed except that any minor encroachments like fence encroachments or

overhand encroachments shall not be a reason for Buyer to terminate.

4. **Tax Exemptions and Prorations.** Buyer will accept a credit at closing for the 2023 and prorated 2024 real estate taxes based upon 100% of the last ascertainable tax bill. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior deferral, Sellers agree that they have or will submit in a timely manner all necessary documentation to the Tax Assessor of the County in which the property is located, before closing to preserve said exemptions. If said exemptions have not been preserved, Sellers agree to credit Buyers at closing the estimated assessed tax amount as calculated, per the assessor and treasurer. That amount shall be added to the tax prorations. **Response:** Agreed. There is only a homeowner exemption on the property which Seller qualifies

for.

5. **Mortgage Commitment.** Paragraph 7(a), line 56 shall be amended to delete "forty-five (45) days after Date of Acceptance." Mortgage Contingency date shall be five (5) business days prior to the date of closing. **Response:** For clarification, the mortgage

contingency date is September 17, 2024.

6. **Contingency Period.** The contingency in Paragraphs 13 and 14 shall run concurrently with that of Paragraph 7(a) and any extensions thereof. **Response:**

Agreed.

7. **Deed.** The property shall be conveyed free of tenancies, liens, and special assessments; possession and occupancy shall be transferred at the time of closing and Buyer shall receive a Warranty Deed. **Response:** Agreed

8. **Condition of Real Estate and Inspection.** Section 21 shall be deemed to include Buyer's right to verify that any agreed upon repairs have been completed properly. **Response:** Agreed

9. **Representations.** Seller represents and acknowledges that the following are true and shall remain true and survive through Closing:

- a. that there have been no homeowner insurance claims submitted to any insurance company. If any claim(s) have been submitted, Seller shall disclose all knowledge and information regarding any and all homeowner insurance claims that have been made on the property including the date of the claim, what damage was sustained, the nature of the occurrence and the final resolution of the claim(s). **Response:**

Insurance claim in 2014 or 2015 regarding a lead galvanized pipe bursting due to freezing. This was in the master bathroom and caused leaking into the kitchen. Kitchen ceiling, walls, cabinets were damaged and replaced along with plumbing. Seller does not believe he can locate the paperwork from this but the claim was settled.

- b. that the property is not pending suit for, or currently the subject of

bankruptcy, or pending or potential litigation that would affect the premises. If there is a pending bankruptcy and/or potential litigation, Seller shall provide details regarding the same, and the contract is contingent upon Buyer's agreement to proceed despite such pending or potential litigation.

Response: this is correct

- c. that the heating, plumbing, electrical, ventilating systems, appliances and fixtures on the premises shall be in working order at the time of the Closing, free of defects, meeting all building and other relevant code requirements, and that the roof and basement shall not leak. **Response:** this is all confirmed
 - d. that the HVAC (heating, ventilation, and air conditioning) systems were fully operational during the last applicable season. If the weather permits, the Buyer would like to check this during their inspection and/or final walk through. **Response:** all are in proper working condition. weather permitted all systems to be checked.
 - e. that there have been no sewer backups in the property in the past three (3) years. **Response:** confirmed
 - f. that there are no special assessments, including those of the City, County, State, nor any other entity that are in existence or pending that will apply to this Property; and, that the Seller(s) have no knowledge and have not been in any way advised of any planned special assessments that may concern the property. **Response:** confirmed
 - g. that there are no complaints, violations, suits, citations, notices, or other citations of any kind whatsoever that are pending concerning building code or zoning violations or in any other manner concerning this property, or the Sellers, or that may interfere with Buyer's enjoyment and marketability of the property. **Response:** confirmed
 - h. that the property is not located in a flood zone. **Response:** confirmed
10. That in the unlikely event of the Buyer's default, the Seller's sole remedy at law shall be limited to actual damages up to the amount of the Buyer's earnest money, the sufficiency of which is hereby acknowledged. **Response:** Declined.
11. Seller confirms that there are no tenants occupying the property, Seller will not enter any leases nor tenancies, and the property will be delivered vacant at the time of closing. The contract and closing shall be contingent upon same. confirmed
12. **Extensions.** Routine extensions for mortgage contingency, closing date, and inspection dates may be executed by counsel as agent for the buyer/seller.

Response: Agreed

13. **Lender Delays:** Any delay in closing resulting from Buyer's lender's compliance with TRID/RESPA disclosure requirements shall not be deemed a breach of this Contract or default by Buyer. **Response:** Agreed

14. **Closing.** At closing, Seller shall provide remote controls/garage door openers and copies of any handbooks, manuals, or warranties in Seller's possession or control for any personal property or fixtures being sold with the property. **Response:**

Seller will leave all of those items that are in his possession.

Professional Inspection: Pursuant to the terms of the professional inspection contingency of the purchase agreement, the Buyer had a home inspection and sewer inspection performed on the property which included a camera scope. The Buyer requests for the following items to be repaired/replaced by licensed and certified contractors knowledgeable in the field for which they are hired.

1. **Sewer System:** The sewer inspection report notes cracking in the clay sewer pipes at several points along the lateral, as well as separated joints, that may have been caused by persistent root intrusion and a repair is recommended to prevent leakage/collapse of the line.

The report also notes evidence of root intrusion throughout the sewer lateral. It is recommended that these be cleared by a qualified plumbing contractor to prevent obstruction. It is further recommended that the plumbing contractor evaluate and repair any damage caused by the root intrusion. Per the inspection report, this appears to have been treated/rodded in the past, and is likely to be a recurring, issue, particularly in the clay portion of the lateral. It is recommended that this be scoped/cleared every 1-3 years by a qualified contractor to prevent damage to the piping over time.

Based on the plumber's report, the Buyer is requesting Seller to pay \$1,260.00 to cover the cost to clear the root intrusions from the sewer system noted in the report.

Seller will contract with appropriate professional to have this completed, receipt to be provided

2. **Hot Water Heater:** That a licensed plumber further inspects and repairs/replaces the water heater as needed:
 - a. A smoke test indicated that the water heater vent connector was not properly venting waste gases. Recommend evaluation and repair as necessary by a qualified professional to prevent a potential health hazard.
 - b. There was an improperly connected joint on the water heater vent connector. It is recommended that this be properly connected and that the joint be

connected with no less than 3 evenly spaced sheet metal screws to prevent waste gases from entering the house.

- c. The draft hood was not properly affixed to the tank.

Seller will contract with licensed plumber for evaluation and corrections will be made as recommended by plumber.

3. **Electrical:** That a qualified electrician further evaluates, and repair replaces the electrical panel as needed:

- a. There was multiple lugging noted in the electrical panel. These can cause overloading of the breaker, and loose connections resulting in arcing.
- b. Improper screws were used to mount the electrical service panel cover. Sharp screws can pierce panel wires, causing the cover to be live. It is recommended that these be replaced with appropriate flat-end screws of the proper size.
- c. There was old cloth wire noted in the electrical service panel and throughout the house. This wire sheathing is indicative of old wiring, is flammable and should be replaced by a qualified electrical contractor as a safety upgrade.
- d. **Attic entry:** the conduit/sheathing was not properly connected in one or more places. This puts excess strain on the wire and poses a potential shock hazard.
- e. **Utility Room:** One or more receptacles are ungrounded. Recommend that all receptacles be upgraded to the more modern 3-prong grounded type by a qualified electrical contractor to improve occupant safety.
- f. **Crawlspace:** One or more receptacles have been wired with reverse polarity. This can create a shock hazard and damage to poorly insulated appliances.
- g. **Utility room:** basement rec room behind left panel, attic: There was one or more open junction boxes noted. Recommend that these be properly covered to prevent access to live wires.
- h. **Furnace Service Switch:** There were open knockouts noted in one or more unction boxes. Recommend that the openings be properly covered to prevent access to live wires.
- i. **Laundry Equipment, Utility Sink, Garage:** No GFCI protection present in one or more necessary locations (i.e. bathrooms, kitchen counters, garage, exterior, sump pump, next to electrical service panel.) Recommend licensed electrician upgrade by installing ground fault receptacles in all locations.

Seller will contract licensed electrician to evaluate and make corrections as he recommends

4. **Gas Chimney Penetration Open:** The penetration where the gas-fired appliances vent waste goes into the chimney was not well-sealed. Recommended repair as necessary by a qualified contractor to prevent waste gases from entering the home.

Seller will contract with appropriate professional to have this reviewed and corrected as needed, receipt to be provided

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Email : arthea@thestokesfirm.com

5. Lastly, Buyer is requesting Seller to provide a \$700.00 home warranty for the property.


Seller will provide a \$500 credit for the Buyer to put toward the home warranty of their choice. Buyer's attorney should prepare Addendum regarding same.

Please advise if you would like a copy of the entire Home Inspection report sent to you. A copy of the plumber's quote that includes pictures from the sewer scope will be provided upon request.

If the foregoing terms are acceptable to you and your client, please sign or modify as necessary and return a copy of this letter to my office via email or fax. If you have any questions, feel free to contact me at any time.

Thank you for your cooperation and I look forward to working with you on this matter.

Sincerely,
Stokes Law Firm


Arthea N. Stokes

Accepted this 4th day of September 2024
as modified



Seller's Attorney

cc: [REDACTED] (Via Email)

AGREED for Buyer by:  Dated: 9/5/2024