

Property Address: 11308 INDIAN HEAD HWY, FORT WASHINGTON MD 20744 4203

Legal Subdiv/Neighborhood: Condo/Coop Project:
Incorporated City: Phone #:
Owner Name: STEPHEN H CLARK Absent Owner: No
Addtn: TERRI L Company Owner:
Care of Name:

MAILING ADDRESS: 11308 INDIAN HEAD HWY, OXON HILL, MD 20745

LEGAL DESCRIPTION: IMPS

Mag/Dist #: 5 Lot: Block/Square:
Election District: 5 Legal Unit #: Grid: B1 Tax Map:
Section: Subdiv Ph: Addl Parcel Flag/#: Map: 132
Map Suffix: Suffix: Parcel: 8 Sub-Parcel:
Historic ID: Agri Dist: Plat Folio: 534 Plat Liber: 5461
Tax Year 2007

Total Tax Bill: \$5,863 City Tax: Tax Levy Year: 2007
State/County Tax: \$4,013 Refuse: \$19 Tax Rate: 1.07
Spec Tax Assmt: \$1,644 Exempt Class: 000 Homestd/Exempt Status:
Front Foot Fee: \$187 Tax Class: 08 Mult. Class:

ASSESSMENT

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2007	\$374,346	\$231,440	\$292,120	
2006	\$299,740	\$173,580	\$126,160	
2005	\$273,850	\$130,180	\$91,890	

DEED Deed Liber: 5461 Deed Folio: 534

Transfer Date	Price	Grantor	Grantee
13-Oct-1981	\$200,000	ROBINSON, CONSTANCE	CLARK, STEPHEN H & TERRI L
16-Aug-1949	\$0		ROBINSON, CONSTANCE

PROPERTY DESCRIPTION

Year Built: 1949 Zoning Code: RR Census Trct/Bck: 801,306/2017
Irregular Lot: Square Feet: 802,811 Acreage: 18.43
Land Use Code: Residential Plat Liber/Folio: 5461/534 Property Card:
Property Class: R Quality Grade: FAIR Road Description:
Zoning Desc: RESIDENTIAL RURAL Xfer Devel. Right: Road Frontage:
Prop Use: RESIDENTIAL Site Influence: Topography:
Building Use: Sidewalk:
Lot Description: Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:	Frame	Frame			
Story Type:	1B	1			
Description:					
Dimensions:					
Area:	1,520	185			
Foundation:		Roofing: Shingle - Composite		# of Dormers:	
Ext Wall:		Style: Standard Unit		Year Remodeled:	
Stories: 1B		Units: 1		Model/Unit Type: SINGLE FAMILY UNIT	
Total Building Area:			Living Area: 1,705	Base Sq Ft: 1,705	
Patio/Deck Type: DECK	Sq Ft: 256		Porch Type:	Sq Ft:	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type:	Sq Ft:		Roof Type:		
Rooms:		Fireplace Type: FRME		Fireplaces: 1	
Bedrooms:		Bsmt Type: Not Specified		Garage Type: Detached	
Full Baths: 1		Bsmt Tot Sq Ft: 1,705		Garage Const.: FRAME	
Half Baths: 1		Bsmt Fin Sq Ft:		Garage Sq Ft: 650	
Baths: 1.50		Bsmt Unfin Sq Ft:		Garage Spaces:	
Other Rooms:			Air Conditioning: Combined System		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Forced Air		Sewer: Private	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 02-Feb-2008

Courtesy of: Hank Cassi

Home: Office: (301) 652-0400
Cell: (301) 520-1340 Email: hcassi@aol.com
Company: RE/MAX Realty Services
Office: (301) 652-0400 Fax: (301) 652-4444

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Information is believed to be accurate, but should not be relied upon without verification.
Accuracy of square footage, lot size and other information is not guaranteed.





**NOTICE TO OWNER
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

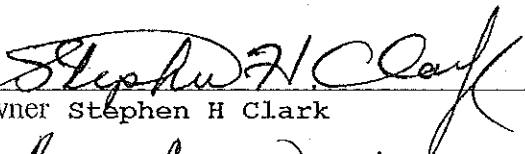
Owner acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Owner acknowledges the receipt of the following from Agent:

1. Under Federal Law (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
 - a. The "EPA and HUD Real Estate Notification and Disclosure Rule" brochure; and
 - b. The EPA "Protect Your Family From Lead in Your Home" brochure.

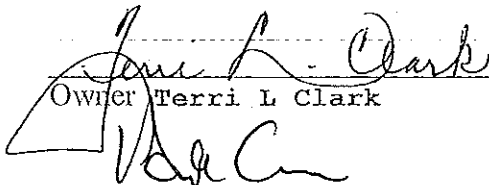
2. Under Maryland Law (the Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
 - b. The EPA "Protect Your Family From Lead in Your Home" brochure (the same brochure as 1.b).

Owner acknowledges that the Property may not be rented or occupied unless and until the items listed in 2 (a and b) above have been provided to any prospective tenant as well as the current verified inspection report applicable to the Property as issued by the Maryland Department of the Environment.

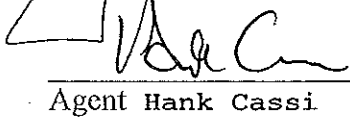
Owner understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Owner will read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.


Owner Stephen H Clark

April 7, 2008
Date


Owner Terri L Clark

April 7, 2008
Date


Agent Hank Cassi

April 7, 2008
Date

11308 Indian Head HWY, Fort Washington, MD 20744 ("Property")
Property Address

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 11308 Indian Head HWY, Fort Washington, MD 20744

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
(i) the purchaser; or
(ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 26 years

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

Water Supply [X] Public [] Well [] Other
Sewage Disposal [] Public [X] Septic System approved for 4 (# bedrooms)
Garbage Disposal [X] Yes [] No
Dishwasher [X] Yes [] No
Heating [X] Oil [] Natural Gas [] Electric [] Heat Pump Age
Air Conditioning [] Oil [] Natural Gas [X] Electric [] Heat Pump Age
Hot Water [] Oil [] Natural Gas [X] Electric Capacity Age

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of roof: _____ Age _____

Comments: _____

Is there any existing fire retardant treated plywood? Yes No Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? Yes No Unknown

Comments: _____

5. Plumbing System: Is the system in operating condition? Yes No Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown

Comments: _____

Is the system in operating condition? Yes No Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply

Comments: _____

Is the system in operating condition? Yes No Unknown Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown

Comments: _____

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

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply

When was the system last pumped? Date 6-1-07 Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown

Comments: _____

Home water treatment system: Yes No Unknown

Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Unknown Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____
Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property? Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

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

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

Owner Stephen H Clark Date April 7, 2008

Owner Terri L Clark Date April 7, 2008

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



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

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

ADDENDUM # 2 dated April 7, 2008 to Exclusive Right to Sell Brokerage Agreement Terri L Clark dated April 7, 2008, between Owner(s) Stephen H Clark and Broker RE/MAX Realty Services Hank Cassi 11308 Indian Head HWY Fort Washington, MD 20744 for Property known as

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

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

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

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

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

Signature of Stephen H Clark, Date 04/07/2008, Owner Stephen H Clark

Signature of Terri L Clark, Date 04/07/2008, Owner Terri L Clark

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MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 11308 Indian Head HWY, Fort Washington, MD 20744

Property Address

DISCLOSURE

- 1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act...
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

a) [] Seller has the following outstanding risk reduction obligations:

b) [] Seller will complete the outstanding risk reduction obligations prior to settlement.

c) [] Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

- 1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

Signature of Stephen H Clark, Date 04/07/2008

Signature of Terri L Clark, Date 04/07/2008

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to final acceptance of a Contract for the purchase of the subject property.

Buyer Date Buyer Date

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Prince George's County Association of REALTORS®, Inc.
**Disclosure of Information on Lead-Based Paint
 and Lead-Based Paint Hazards**



RE: 11308 Indian Head HWY, Fort Washington, MD 20744

Property Address

LEAD WARNING STATEMENT

Every buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

- SHC (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- SHC (b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S/TENANT'S ACKNOWLEDGMENT (initial)

- ____ (c) Buyer/Tenant has read the Lead Warning Statement above
 ____ (d) Buyer/Tenant has received copies of all information listed above. Yes No None listed
 ____ (e) Buyer/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
 ____ (f) Buyer has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

- HC (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>Stephen H. Clark</u> Seller/Landlord Stephen H Clark	04/07/2008 Date	_____ Buyer/Tenant	_____ Date
<u>Terri L. Clark</u> Seller/Landlord Terri L Clark	04/07/2008 Date	_____ Buyer/Tenant	_____ Date
<u>Hank Cassi</u> Agent Hank Cassi	04/07/2008 Date	_____ Agent	_____ Date

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NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # 4 dated April 7, 2008 to the Contract of Sale dated April 7, 2008 between Buyer _____ and Seller Stephen H Clark, Terri L Clark for Property known as 11308 Indian Head HWY, Fort Washington, MD 20744

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
 - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the smoke detectors will provide an alarm in the event of a power Outage; and
 - (x) **If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**

Latent defects under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
 - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



Buyer _____ / _____

Seller SHC. / THE



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

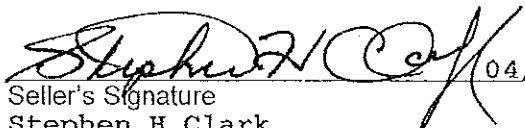
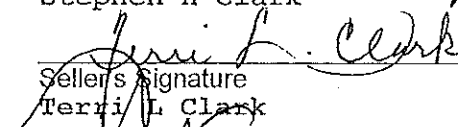
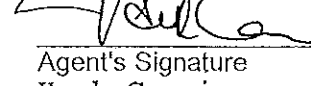
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

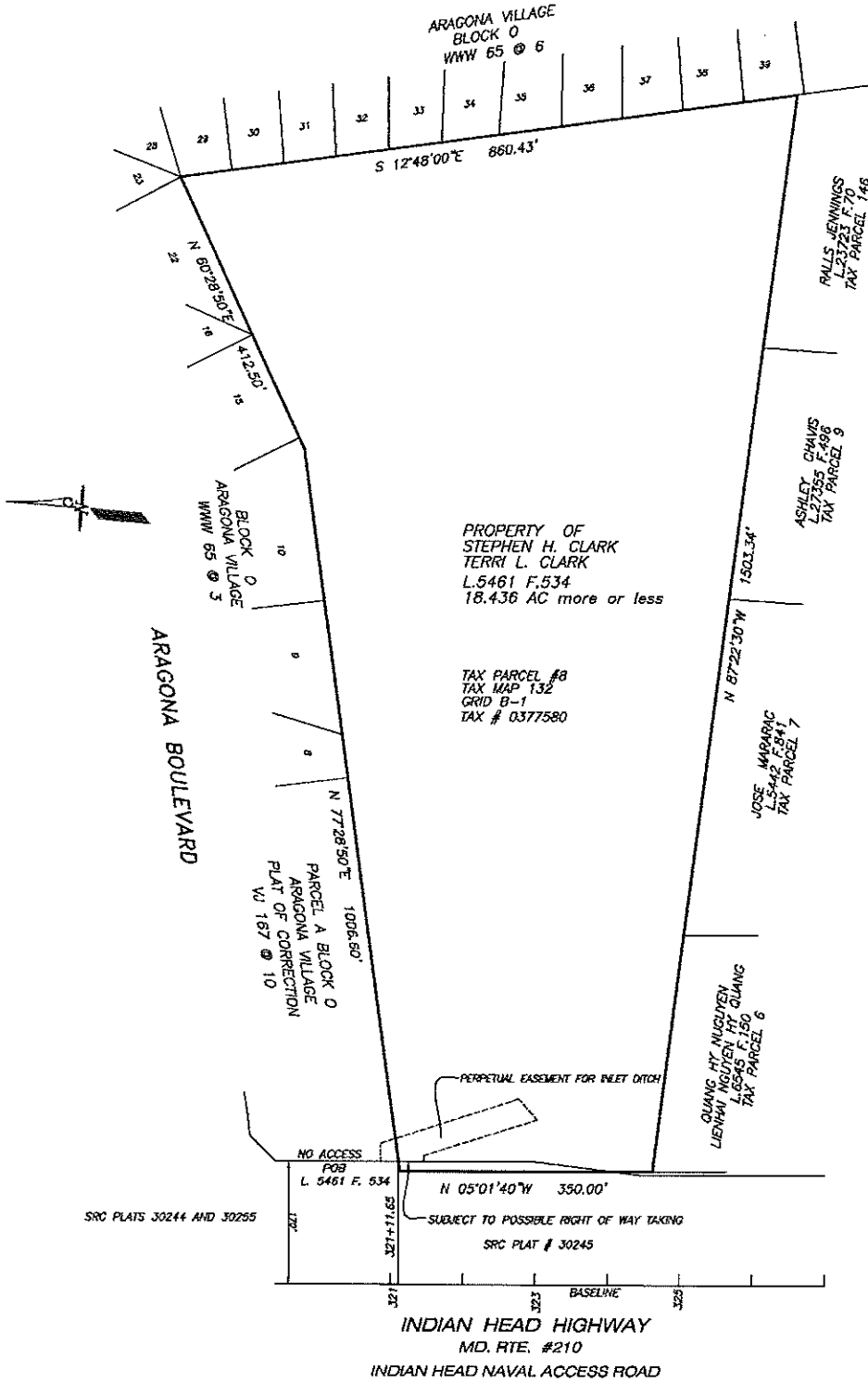
_____	_____		04/07/2008
Buyer's Signature	Date	Seller's Signature	Date
		Stephen H Clark	
_____	_____		04/07/2008
Buyer's Signature	Date	Seller's Signature	Date
		Terri L Clark	
_____	_____		04/07/2008
Agent's Signature	Date	Agent's Signature	Date
		Hank Cassi	

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DEED COMPUTATION PLAT

CASE NO.: M60453

PROPERTY OF
**STEPHEN H. CLARK &
 TERRI L. CLARK**
 LIBER 5461 FOLIO 534
 PRINCE GEORGE'S COUNTY, MARYLAND



NOTES

THIS DEED COMPUTATION PLAT IS DESCRIBED IN A CONVEYANCE FROM
 CONSTANCE C. ROBINSON TO STEPHEN H. CLARK AND TERRI L. CLARK BY DEED
 DATED SEPTEMBER 28, 1981 RECORDED AMONG THE LAND RECORDS OF P.G.
 COUNTY, MARYLAND IN LIBER 5461 FOLIO 534.
 NO FIELD SURVEY WAS DONE NO TITLE REPORT FURNISHED. A BOUNDARY AND
 TITLE REPORT IS REQUIRED.
 BEARINGS SHOWN TAKEN FROM PLAT OR DEED.
 THIS DRAWING IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING AND/OR
 RESTRICTING THE OWNERSHIP AND/OR USE OF THIS PROPERTY.

BELTWAY SURVEYS
 ENGINEERS, PLANNERS & SURVEYORS
 5627 ALLENTOWN ROAD, SUITE 104
 SUITLAND, MARYLAND 20746
 TELEPHONE: (301)899-5440



PRINCE GEORGE'S COUNTY

Prince George's County Disclosure and Notice Addendum (DNA)

(For use on all Residential Sales Contracts in Prince George's County)

It is suggested that this form be completed by Seller at time of listing and made available to Buyer along with all other required disclosures for inclusion in any contract offer.

ADDENDUM # 3 dated April 7, 2008 to the Contract of Sale dated April 7, 2008 between Buyer Stephen H Clark, Terri L Clark and Seller for Property known as 11308 Indian Head HWY, Fort Washington, MD 20744

(I) REQUIRED IN PRINCE GEORGE'S COUNTY

1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller hereby acknowledges that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to buyers as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed. Seller certifies by checking the appropriate box below whether any, some or all are applicable or not applicable.

- A. Tree Conservation Plan Notice. [] YES [X] NO [] UNKNOWN
B. Record Title Holder Notice. [] YES [X] NO
C. Special Taxing District Notice [] YES [X] NO [] UNKNOWN
D. General Aviation Airport Environment Disclosure Notice. [] YES [X] NO [] UNKNOWN

SELLER AND BUYER ACKNOWLEDGE THAT THE FAILURE OF THE SELLER TO PROVIDE THE REQUIRED NOTICE(S), IF APPLICABLE, UNDER A., B., AND C. ABOVE AND THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE SUCH DISCLOSURES IS A CRIMINAL MISDEMEANOR.

2. HISTORIC SITE/RESOURCE/DISTRICT. [] YES [X] NO [] UNKNOWN If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district.

3. UNIMPROVED ROAD. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable.

4. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

5. PROXIMITY OF RECREATION FACILITIES. Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

6. MILITARY OPERATIONS AND TESTING. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

(II) RECOMMENDED FOR PRINCE GEORGE'S COUNTY

7. PRIVATE WATER AND/OR SEWER SUPPLY. (To be completed by Seller if Property is served by a private water and/or Sewer company only) Water is supplied to the Property by _____ whose phone number is _____. Sewer service is supplied to the Property by _____ whose phone number is _____.

8. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES. Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. (Seller to check appropriate line below):

- There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
 Currently, front foot benefit charges are paid in the property tax bill for the Property.
 Deferred water and sewer assessments ARE assessed against the Property in the amount of \$_____ per year. They are paid to _____ (name of company) with an address of _____ & phone number of _____.
 Unknown

9. AVAILABILITY OF WATER AND SEWER SERVICE. (Seller to check appropriate boxes)
A. Water: Is the Property connected to public water? YES NO UNKNOWN
If no, has it been approved for connection to public water? YES NO UNKNOWN
If not connected, the source of potable water, if any, for the Property is: _____
B. Sewer: Is the Property connected to public sewer system? YES NO UNKNOWN
If no, has it been approved for connection to public sewer? YES NO UNKNOWN

If not connected, has a septic system been installed?

YES NO UNKNOWN

If not connected, has a septic system been approved?

YES NO UNKNOWN

If not connected, has a septic system been disapproved?

YES NO UNKNOWN

If yes, explain: _____

10. PRIVATE UTILITY COMPANY ASSESSMENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount \$ _____ and the frequency of payment is _____ for _____ (utility service provided) and payment is made to _____ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

11. OTHER ASSESSMENTS. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount \$ _____ and the frequency of payment is _____ and the Assessment is for _____. Buyer agrees to assume responsibility for this Assessment as of the Date of Settlement.

12. GROUND RENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

13. UNDERGROUND STORAGE TANK. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the tank is currently In Use Not In Use (check one). Seller further acknowledges that the tank is/was used for _____. If Seller has checked that the tank is not in use, please explain: when, where and how the tank was abandoned: _____

14. MUNICIPALITIES. If the Property is located within a Municipality, the name of the Municipality is Ft. Washington

15. DISCLOSURE/DISCLAIMER STATEMENT. A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? (see page 1 of the attached Maryland Residential Disclosure and Disclaimer Statement for a list of exempted transactions). YES NO If no, Seller is required to complete the attached Maryland Residential Disclosure and Disclaimer Statement.

16. OWNERSHIP AND ASSESSMENTS. Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: _____ Management Company: _____ Telephone: _____ Assessments/special tax \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments approved yet not assessed? YES NO If yes, amount \$ _____ and explain reason for assessment: _____

17. SMOKE DETECTORS. Seller is advised that it is recommended to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. Will the smoke detectors in the Property provide an alarm in the event of power outage? YES NO UNKNOWN

(III) DISCLOSURES

18. LEGAL REQUIREMENT. A contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the contract becomes a legally binding agreement. The original terms of the contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written offers to the Seller.

19. SETTLEMENT. All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

20. RENTAL. If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a registration fee may be assessed by the local government. It is recommended that Buyer contact local government regarding rental license requirements and other rental information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective December 1, 1996, certain disclosures are required regarding the presence of lead paint in certain rental properties.

21. EQUAL HOUSING OPPORTUNITY. An owner of a residential dwelling is required by federal, state and local law to offer the property for sale or for lease to treat all parties in a non-discriminatory manner on the basis of race, color, religion, sex, mental or physical handicap, familial status, or national origin, and all other protected classifications under Federal, State and local fair housing laws. Prince George's County requires, in addition to the federal and state protected classes of race, color, religion, sex, national origin, physical and mental handicap, age, marital status or familial status, that the Property shall be made available to all persons without regard to sexual orientation, political opinion, marital status, personal appearance or occupation.

22. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY. A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

23. PRIVATE AGREEMENTS. Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

24. CERTIFICATIONS. Depending upon the type of mortgage applied for by buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

25. **NOTICES.** Unless otherwise provided herein, any notices required to be given to Seller by the Contract shall be effective as of the date on which such notice is delivered to Seller or to the Agent of Seller named in the Contract. Notices required to be given to Buyer by the Contract shall be effective when notice is delivered to Buyer, or the Buyer's Agent named in the Contract. Where Dual Agency is utilized, notice to Agent of Seller shall include notice to the Intra-Company Agent assigned to Seller and Notice to Buyer shall include notice to the Intra-Company Agent assigned to Buyer. Alternatively, notice shall be effective on the third business day (Monday through Saturday, excluding federal designated holidays) following U. S. Postal mailing of said notice to Buyer or Seller, as appropriate, at the address shown on the Contract. Notices required under the Contract shall be in writing including transmission through wired or electronic medium which produces a tangible record of the transmission (such as a telegram, mailgram, telecopier or fax).

26. **CONDOMINIUM ASSOCIATION, COOPERATIVE, HOMEOWNER'S ASSOCIATION AND COMMON OWNERSHIP COMMUNITY APPROVAL.** If this sale is subject to the approval or right of first refusal of the council of unit owners or board of directors of the condominium, co-op, HOA or common ownership community then Seller agrees to immediately present the Contract to such council or board for action or consideration. In the event the Contract is disallowed by the appropriate council or board, the Contract shall be null and void and of no further legal force and effect, and Buyer's deposit shall be returned in accordance with the Deposits paragraph of the Contract.

27. **INSURANCE.** Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

28. **ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS.** There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are not limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

29. **FIRE-RETARDANT TREATED PLYWOOD.** The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Home Builders at (800) 368-5242. For information as to whether the Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

30. **RADON.** The MDE and U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated levels of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

