

To register an offer, please email listing agent Brandon Green at Brandon@brandongreen.com.  
To deliver an offer, please call ahead to schedule delivery with Christian Salinas at (202) 318-1623 ext 7005.  
We prefer to receive offers by email, but alternatively, offers can be faxed to (202) 478-1704.

**LISTING AGENT INFORMATION:**

Brandon Green Companies  
Keller Williams Capital Properties  
801 D ST NE  
Washington DC 20002

Listing Agent's Office Code: **KWCP1**  
Listing Agent's MRIS ID#: **67537**  
Listing Agent's License #: **DCPB98364547 /MD530723 /VA0225062319**  
Listing Agent's Email: **brandon@brandongreen.com**

**Our mailing address is:**  
**2410 17<sup>th</sup> St NW Suite 200**  
**Washington DC 20009**

**PROPERTY ADDRESS: 12408 Van Brady Road, Upper Marlboro, MD 20772**

**OWNER: Mark and Tammy Hocking**

**FINANCING:**

Please include with your offer a financial information sheet completed by the prospective buyer.

Any offer requiring financing must have an approval letter from a recognized lender.  
The letter should state that the prospective buyer's credit has been checked, income and assets have been verified, and that the loan is not contingent on the sale of the buyer's current residence (if applicable). Suggested lenders include:

- Washington Home Mortgage (301) 215-7314 Rob Riggins, rob@whmortgage.com
- Bank of America (301) 254-1486 Gregory Kingsbury, gregory.b.kingsbury@bankofamerica.com

If you are writing a cash offer, proof of assets will be required.

**SELLER PREFERENCES:**

**Settlement Day:**

The seller prefers a settlement within 30 days of contract ratification.

**Settlement Company:**

If purchaser selects North American Title, a \$500 credit will be provided by the title company.

**Earnest Money Deposit:**

The seller prefers at least 3% Earnest Money Deposit to be held by the title company.

Property Address: 12409 Van Brady Road, Upper Marlboro, MD 20772

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? 10 yrs

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

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic System approved for <u>2</u> (# bedrooms)	
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Heat Pump Age _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity <u>52 gal</u> Age <u>210 yrs</u>
			<input type="checkbox"/> Other _____
			<input type="checkbox"/> Other _____
			<input type="checkbox"/> Other _____

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: Shingle Age 22 yrs  
 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 Spring 2008  Unknown  
 Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Home water treatment system:  Yes  No  Unknown  
 Comments: Whole house Filter  
 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? Crawl space  
 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: \_\_\_\_\_

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

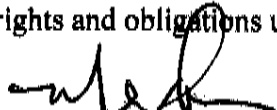
Comments: \_\_\_\_\_

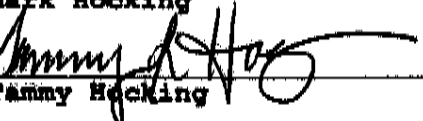
19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown

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  Date 11/5/09  
Mark Hocking

Owner  Date 11/5/09  
Tammy Hocking

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 \_\_\_\_\_



NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

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

Owner  Date 11/5/09  
Mark Hocking

Owner  Date 11/5/09  
Tammy Hocking

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

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

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



**FINANCIAL CONDITION OF PROPERTY DISCLOSURE ADDENDUM TO  
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**


ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement  
dated October 23, 2009, between Owner(s) Mark Hocking, Tammy Hocking  
and Broker Keller Williams Capital Properties Brandon Green  
12408 Van Brady Road  
for Property known as Upper Marlboro, MD 20772

Owner represents to Broker that the information below is true and complete to the best of Owner's knowledge and belief.

- A.      (Check if applicable) The Property is not encumbered by any mortgage or Deed of Trust.
- B. The Property is secured by a first mortgage or Deed of Trust held by See Attached  
in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- C. The Property is secured by a second mortgage or Deed of Trust held by \_\_\_\_\_  
in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- D. The Property is secured by a line of credit or home equity line of credit held by \_\_\_\_\_  
in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- E. Owner is current on all payments for the loans identified in paragraphs B, C and D above.
- F. Owner is not in default on any loan identified in paragraphs B, C and D above and has not received any notice(s) from the holders of any loan identified in paragraphs B, C and D above regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G. There are no liens secured against the Property for federal, state, or local income taxes; real property taxes; or unpaid condominium or homeowners association fees.
- H. There are no judgments filed against Owner (including each owner for jointly held property).
- I. Owner has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.
- J. If any statements in paragraphs E through I above are incorrect or untrue, Owner will provide additional information below:  
\_\_\_\_\_  
\_\_\_\_\_

Owner acknowledges that Broker and their real estate licensees affiliated with Broker are required by law to disclose to any potential buyer or any licensee cooperating in the sale of the Property, either as the Owner's agent or an agent for a prospective buyer, any information contained in paragraph J above. Owner acknowledges that the disclosure of information contained in paragraph J, is required to be disclosed by Broker and their real estate licensees affiliated with Broker as a material fact to prospective buyers under Maryland law.

During the term of the Listing Agreement, should any change occur with respect to answers A through J above, Owner shall immediately notify Broker and the listing agent in writing of such change.


	<u>10/24/09</u>	_____	_____
Owner	Date	Owner	Date
<b>Mark Hocking</b>		<b>Tammy Hocking</b>	

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8. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Owner acknowledges Owner's receipt of and/or completion of the following disclosures, if applicable, and authorizes Broker to make them available to prospective purchasers:

- "Maryland Residential Property Disclosure or Disclaimer Statement"
- "Notice to Buyer and Seller of Buyers Rights and Sellers Obligations Under Maryland's Single Family Residential Property Condition Disclosure Law"
- "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards" (federal form, pre-1978 properties)
- "Protect Your Family From Lead In Your Home" (pamphlet)
- "Understanding Whom Real Estate Agents Represent"
- "Consent for Dual Agency" (if applicable)
- "Inclusions/Exclusions Disclosure"
- "What Everyone Should Know About Equal Opportunity In Housing" (NAR pamphlet)
- "Tree Conservation Plan Notice" (if applicable)
- "Record Title Holder Notice" (if applicable)
- "General Aviation Airport Environmental Disclosure" (if applicable)

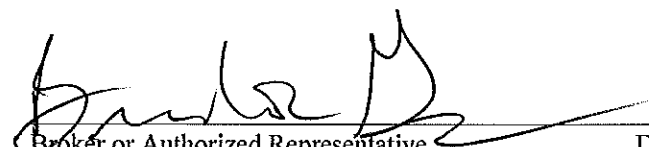
  
\_\_\_\_\_  
Owner  
Mark Hocking

10/26/09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Owner  
Tammy Hocking

10/26/09  
\_\_\_\_\_  
Date

Keller Williams Capital Properties  
\_\_\_\_\_  
Broker (Company Name)

  
\_\_\_\_\_  
Broker or Authorized Representative  
Brandon Green

\_\_\_\_\_  
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 # \_\_\_\_\_ dated \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement dated October 23, 2009, between Owner(s) Mark Hocking, Tammy Hocking and Broker Keller Williams Capital Properties Brandon Green 12408 Van Brady Road for Property known as Upper Marlboro, MD 20772

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

- |  |   |  |   |
|--|---|--|---|
| <b>INCLUDED</b>  | <b>INCLUDED</b>   | <b>INCLUDED</b>  | <b>INCLUDED</b>                                     |
| <input checked="" type="checkbox"/> Alarm System - As is | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>3</u>             | <input type="checkbox"/> Pool, Equip. & Cover                  | <input type="checkbox"/> Trash Compactor            |
| <input type="checkbox"/> Built-in Microwave              | <input type="checkbox"/> Exist. W/W Carpet                                | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____       |
| <input type="checkbox"/> Ceiling Fan(s) # _____          | <input checked="" type="checkbox"/> Fireplace Screen/Doors <u>Propane</u> | <input checked="" type="checkbox"/> w/ice maker                | <input checked="" type="checkbox"/> Water Filter    |
| <input type="checkbox"/> Central Vacuum                  | <input checked="" type="checkbox"/> Freezer                               | <input checked="" type="checkbox"/> Satellite Dish             | <input type="checkbox"/> Water Softener             |
| <input checked="" type="checkbox"/> Clothes Dryer        | <input type="checkbox"/> Furnace Humidifier                               | <input checked="" type="checkbox"/> Screens                    | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer       | <input type="checkbox"/> Garage Opener(s) # _____                         | <input type="checkbox"/> Shades/Blinds                         | <input type="checkbox"/> Window Fan(s) # _____      |
| <input checked="" type="checkbox"/> Cooktop              | <input checked="" type="checkbox"/> w/remote(s) # _____                   | <input checked="" type="checkbox"/> Storage Shed(s) # <u>5</u> | <input type="checkbox"/> Wood Stove                 |
| <input checked="" type="checkbox"/> Dishwasher           | <input checked="" type="checkbox"/> Garbage Disposer                      | <input type="checkbox"/> Storm Doors                           |   |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover                          | <input type="checkbox"/> Storm Windows                         |   |
| <input checked="" type="checkbox"/> Draperies/Curtains   | <input type="checkbox"/> Intercom   | <input checked="" type="checkbox"/> Stove or Range             |   |
| <input type="checkbox"/> Electronic Air Filter           | <input type="checkbox"/> Playground Equipment                             | <input type="checkbox"/> T.V. Antenna                          |   |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify): Hanging light in dining room

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] 10/26/09  
Owner Date  
Mark Hocking

[Signature] 10/26/09  
Owner Date  
Tammy Hocking

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MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 12408 Van Brady Road, Upper Marlboro, MD 20772
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) [x] 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...
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...

Signature of Mark Hocking, Date 10/26/09

Signature of Tammy Hocking, Date 10/26/09

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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