

EXHIBIT 4

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED TO A BUYER OR LESSEE.

THE TREE HOUSE, A CONDOMINIUM,

Sarasota County, Florida

CONDOMINIUM PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of 01/07/2021, 20___, by and between **THE MUSTARD SEED GROUP, LLC**, a Michigan Limited Liability Company authorized to transact business in the State of Florida, whose address is 1901 Austin Avenue, Ann Arbor, MI 48104, hereinafter called "Seller", and the person(s) named below, hereinafter called "Buyer":

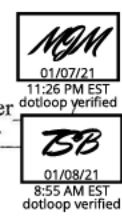
Buyer(s) Name(s): Marilyn J. Mosby
Address: 1953 Nice Ct.
County: _____ City: Kissimmee State: FL Zip: 34747
Telephone: Home: _____ Business: _____
Email Address: [REDACTED]
Location of Property: _____

WITNESSETH:

For and in consideration of the provisions and sums of money hereinafter mentioned and the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to purchase from the Seller the following described Property, situated in Sarasota County, Florida:

UNIT 2934, THE TREE HOUSE, A CONDOMINIUM (the "Unit" or "Property") according to the Declaration of Condominium recorded in Official Records Book 2002, Page 1695, as amended and restated in Official Records Instrument # 2020034541, both of the Public Records of Sarasota County, Florida, and as per plat thereof recorded in Condominium Book 27, Page 2, together with an undivided interest in the common elements appurtenant thereto, all upon the following terms and conditions, to wit:

1
GOVT. EXHIBIT NO. Exh. 59
CASE NO. JKG-22-007
IDENTIFICATION _____
ADMITTED _____





1-5-2021

1. Purchase Price. The Purchase Price the Unit shall be paid to the Escrow Agent in U.S. Dollars as follows:

a. Purchase Price	\$ <u>\$476,000.00</u>
b. Manner of Payment	
(1) Initial Earnest Money Deposit to be delivered with Buyer's offer to the Escrow Agent:	\$ <u>\$5,000.00</u>
(2) Additional Deposit within fifteen (15) days after the Effective Date to the Escrow Agent:	\$ <u>\$15,000.00</u>
(3) Balance of Purchase Price due at Closing by wired funds to Escrow Agent's account per written instructions to be provided.	\$ <u>\$456,000.00</u>
TOTAL PAYMENTS	\$ <u>\$476,000.00</u>

2. Required Statement. **THIS AGREEMENT IS VOIDABLE BY BUYER DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING A WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE SELLER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

3. Escrow Provisions and Disposition of Earnest Money. All earnest money deposits shall be held in escrow by **FERGESON SKIPPER, P.A.** ("Escrow Agent"), whose address is 1515 Ringling Blvd., 10th Floor, Sarasota, Florida 34236 to be held in accordance with the provisions of Section 718.202 Florida Statutes. Buyer shall not earn interest on any earnest money deposits. Upon disbursement of the earnest money, Escrow Agent shall be discharged from all further liability and responsibility for such funds and from all further responsibility and liability under this agreement. The Buyer may obtain a receipt for his deposit from the Escrow Agent upon request.

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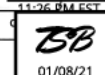
Escrow Agent may act in reliance upon any writing or instrument or signature which it in good faith believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for sufficiency or correctness as to form, manner or execution after performing due diligence. Escrow Agent shall not be liable in any manner for any act or omission on the part of the Seller or the Buyer.

Escrow Agent may consult with counsel of its own choice regarding the proper disposition of deposits hereunder and shall have full and complete authorization and protection for any action taken by it hereunder in good faith and in accordance with the opinion of counsel. Escrow Agent shall not be liable for any mistakes of fact or error of judgment, or for any actions or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall not at any time be held liable for any action taken or for any loss suffered by any person, whether due to an error in judgment or otherwise, where Escrow Agent has exercised good faith and ordinary diligence in the exercise of its duties. The parties agree to indemnify Escrow Agent for all losses, costs, damages, expenses and charges, public and private, including those arising from all litigation, groundless or otherwise, which result from the performance of its duties under this Agreement and are not attributable to its own gross negligence or willful misconduct. In the event of a dispute as to the proper disposition of a deposit, Escrow Agent may hold the sum until receipt by Escrow Agent of an authorization in writing signed by all the persons having interest in such dispute, directing the disposition of the sum. In the absence of such authorization, Escrow Agent may hold the sum until the final determination of the rights of the parties in an appropriate proceeding. If such authorization is not given, or proceedings for such determination are not begun and diligently continued, Escrow Agent may, at its option, bring an appropriate action or proceeding for leave to deposit the sum in Court, pending such determination, in which event, the indemnification and hold harmless provision set forth in this Agreement shall apply. In such event, Escrow Agent shall be entitled to reasonable attorneys' fees and other reasonable costs, to be paid for by the party found not entitled to the deposit. The Escrow Agent is the attorney for the Seller and shall not be disqualified from the continued representation by virtue of its serving as Escrow Agent.

4. **Title Insurance and Closing Costs.** Prior to Closing, Seller shall obtain and deliver to Buyer a title insurance commitment evidencing a marketable fee simple title to the Unit subject only to the title exceptions, mortgages and liens that will be released at Closing, and standard Florida A.L.T.A. title insurance exceptions set forth in paragraph 6. The title insurance coverage shall be for an amount equal to the total Purchase Price. Buyer shall pay at Closing the cost of title insurance, title search and title examination, and the cost of recording the Deed in the public records. Buyer shall also pay a Closing Fee not to exceed \$750.00 for the preparation of Closing documents and related Closing services. Seller shall pay the documentary tax on the deed and, except as provided below, Seller shall assume and pay one-half of the Closing Fee. Any additional costs incurred at Buyer's request in connection with the Closing, including attorney's fees, and costs incurred in connection with any due diligence inquiries and any mortgage loan shall be paid by Buyer.

The foregoing arrangement for title insurance is subject to provisions of applicable law; if pursuant to such provisions other arrangements for title insurance are made by Buyer, Buyer shall pay at Closing, the Closing Fee in full and without a credit from the Seller.

Title to this Unit may be subject to a Lease. A copy of the Lease, if any, is attached hereto and incorporated as part of this Agreement. Upon Closing, Buyer assumes Seller's interest, right and obligations under the Lease and Seller shall be released from any and all claims related to the Lease which

Buyer	
Seller	

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occur on or after the Closing Date. Any earnest money deposits held by Seller shall be transferred to Buyer at Closing.

5. **Closing.** The Closing shall take place at the offices of Escrow Agent, or at such other location in Sarasota County as designated by Seller, on 02/19/2021, 20__ at 10:00 a.m. ("Closing Date"). At the time of Closing, Buyer shall pay the balance of the total Purchase Price and shall authorize the Escrow Agent to pay over the escrow deposits to Seller. Upon receipt of such sums, Seller shall deliver to Buyer a good and sufficient Special Warranty Deed conveying to Buyer a good, marketable, fee simple title to the Unit, subject only to those matters set forth herein. Any mortgage or liens now or hereafter encumbering the Unit will be discharged or released at or prior to the Closing, but until such discharge or release Buyer acknowledges and agrees that Buyer's rights hereunder are subordinate to the lien of any mortgage which may now or shall hereafter encumber the Property prior to Closing. In the event Buyer fails to close on the Closing Date, the Seller may, in its sole discretion, extend the time for Closing, provided, however, that Buyer will pay, in addition to the Purchase Price, a Closing extension fee of \$150 per day for each day the Closing is delayed, plus all taxes, condominium association and other maintenance fees and assessments accruing during such delay or Seller may exercise any and all default remedies provided herein. Buyer shall not be allowed to take possession of or store any property in the Unit prior to Closing. The Buyer shall not have any access to the Unit unless previously authorized or accompanied by Seller, or its authorized agent or representative.

6. **Conveyance Subject to Certain Matters.** The deed of conveyance to be delivered by the Seller to Buyer at the Closing shall convey title to the Unit to the Buyer subject to the following matters:

a. The Declaration of Condominium, Articles of Incorporation and Bylaws of the Condominium Association, the Condominium Plat, and rules and regulations, as amended from time to time.

b. Condominium Association assessments (Condominium assessments will be paid by the Buyer at Closing from and including the date of Closing until the end of that calendar month);

c. Real property taxes and assessments for the year of the Closing and subsequent years not yet due and payable (taxes and assessments will be prorated between Seller and Buyer for the year of Closing);

d. Zoning, and set-back lines, and other governmental laws, ordinances, codes, resolutions, rules and regulations;

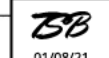
e. Florida Power & Light easement recorded in Deed Book 67, Page 155 of the Public Records of Sarasota County, Florida;

f. Right of Way deed recorded in Deed Book 152, Page 316, Public Records of Sarasota County, Florida.

g. Covenants, restrictions, agreements, conditions, reservations and easements of record which do not prohibit the use of the Property as a condominium residence;

h. All of the terms and provisions of this Agreement which survive the Closing;

i. All mortgages, liens, defects, impediments, matters or items resulting from any acts or omissions of Buyer or Buyer's representatives; and

	
Buyer	01/07/21 11:26 PM EST dotloop verified
Seller	
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- j. Public utility franchises and tariffs.
- k. Lease of the Unit attached hereto and made a part hereof, if applicable.

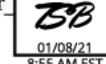
7. **“AS IS” Condition and Inspection.** The Unit is sold in its “AS IS” condition. Buyer shall have fifteen (15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Agreement by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Agreement, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Agreement; however, Buyer shall be responsible for prompt payment for such inspections, ~~for repair of damage~~ and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Agreement). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's obligation to maintain the Property in the same condition from the Effective Date until Closing, except for normal wear and tear. Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender, if any.

8. **Tax Proration.** All ad valorem taxes applicable to the Unit shall be prorated as of the scheduled Closing Date and shall be based upon the November discount of payment. If at the time of Closing, the current year's taxes are not fixed, and the current year's assessment is available, taxes will be based on such assessments and the prior year's millage. If, at the time of Closing, the current year's assessment is not available, taxes will be prorated based on the prior year's tax bill. Upon the written request of either party to the other given within 3 months from the date the current year's tax bill becomes available, the parties hereby agree to re-prorate the taxes based on the actual tax bill for the Unit and promptly remit the amount of any difference between the prior year and current year's tax proration to the appropriate party. This provision shall survive Closing.

9. **Default by Buyer.** Should Buyer default hereunder, the Seller may declare this Agreement terminated and sue for specific performance, or may retain all monies paid by Buyer as liquidated and agreed upon damages which Seller shall have sustained and suffered as a result of Buyer's default, and thereupon the parties hereto will be released and relieved from all obligations hereunder. The provisions herein contained for liquidated and agreed upon damages are a bona fide provision for such and are not a penalty.

10. **Default by Seller.** If Seller refuses to perform this agreement, all deposits paid hereunder shall be returned to Buyer. In addition, Seller shall pay to Buyer interest on the deposits at the highest rate then payable by commercial banks in Sarasota County on regular money market accounts as liquidated damages for such default in lieu of all other damages, or Buyer may have such equitable remedies as may be allowed by Florida law.

11. **Furnishings.** Seller will equip and furnish the Unit at Seller's expense with the following: appliances, dishwasher; refrigerator; range with oven; washer and dryer, together with light fixtures, floor coverings; rods, draperies; and other window treatments, existing deck furniture consisting of one table and four chairs. Seller does not warrant the condition or operation of any appliance except as may be specifically provided in this Agreement. Manufacturer appliance warranties, if any, shall be assigned to Buyer at Closing if permitted by the terms of the warranties.

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Buyer	
Seller	 <small>01/08/21 8:55 AM EST dotloop verified</small>

12. **The Condominium.**

a. Buyer agrees to be bound by the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Condominium Association and the rules and regulations pertaining to this Condominium, as amended.

b. If Buyer is an entity, including without limitation, a corporation, limited liability company, partnership or trust or any combination thereof, its principals shall be subject to approval as herein provided, and said principals shall personally guarantee the performance of the provisions of this Agreement on a form provided for that purpose by Seller. Change in ownership of the corporation's stock shall obligate the new owners thereof as if they had signed said guarantee.

13. **Representations and Warranties Disclaimer.** Buyer acknowledges that no representations or warranties have been made to him by Seller or its agents or anyone acting for or on behalf of Seller other than as specified in this Agreement. Seller makes no representation or warranty as to the audibility within the Unit of external sounds, and Buyer hereby waives any claim against Seller for any such audibility of external sounds. Buyer acknowledges that Seller did not induce Buyer to execute this Agreement by promising that Buyer would receive any economic benefit as a result of the efforts of Seller or any other party from the rental of the Unit or by the provision of any future services or amenities or otherwise. There will be no rental pool or other common enterprise by which Buyer may expect to realize income or appreciation in the value of the Unit. Seller does not guarantee or warrant that Buyer will realize any economic benefit from the execution of this Agreement and the purchase of the Unit.

Additional disclaimers include:

a. Seller makes no guaranty or warranty that any alarm or smoke detection system installed in the Unit or other Condominium Property will prevent or lessen the effects or consequences of burglaries, fire, or other occurrences, which the systems are designed to prevent or monitor. Seller shall not be liable for loss or damage to property or for personal injury or death arising directly or indirectly from the failure of any such system.

b. Buyer understands and agrees that the Seller, and its employees, officers, directors, agents, contractors and suppliers, are not responsible, and hereby disclaim any responsibilities for, any illness or allergic reactions that the Buyer, or other occupants of the unit, may experience as a result of mold, mildew, fungus, spores, or chemicals that are commonly found in new construction products.

c. Section 689.261, Florida Statutes requires the following disclosure be made to a purchaser of residential property:

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

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Buyer	_____
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d. **WARRANTY DISCLAIMER:** To the extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, and all warranties imposed by statute are specifically disclaimed. Given the fact the Condominium Property (consisting of the Unit and the condominium common and limited common elements and related improvements) was constructed many years ago, it is Seller's position that the statute of repose bars any and all claims for construction related matters. Further, there are no applicable warranties under Section 718.203, Florida Statutes. Buyer acknowledges that Seller has made no warranties or representations with regard to the construction of a residence on the Unit including, without limitation, the workmanship or materials therein. Buyer agrees to look only to the manufacturer's warranties which are assignable to Buyer for any relief pertaining thereto as to breach of express or implied warranty of merchantability or fitness as to any appliances which are provided to Buyer. Seller makes no warranty or representation regarding the insulation construction warranties, either express or implied, statutory or by common law, of fitness for a particular purpose or merchantability. This paragraph shall survive the Closing contemplated hereunder and the delivery of the warranty deed to the Buyer.

14. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. **Receipt of Condominium Documents.** Buyer agrees to purchase the Unit pursuant to the terms and conditions of this Agreement and by execution of this Agreement, Buyer acknowledges receipt of copies of the condominium documents as required by Section 718.503(1)(B), Florida Statutes. By expiration of this rescission period specified in paragraph 2, Buyer shall be deemed to have approved and ratified the foregoing documents and the provisions thereof and agreed that the documents and charges thereunder are fair and reasonable. Buyer shall further be deemed to have agreed to be bound by all the terms, conditions and rules and regulations therein specified and to be liable for and pay his proportionate share of common expenses, including, but not limited to, management fees and expenses, if any.



16. **Miscellaneous Provisions:**

a. Time is of the essence of this Agreement, including dates for payment of deposits and the Closing Date. The Effective Date is the date upon which this Agreement becomes fully executed by the parties. All time periods will be computed in calendar days except national holidays. If a deadline falls on a Saturday, Sunday or national holiday, performance will be due on the next business day. All time periods end at 5:00 p.m. local (Florida) time on the appropriate day.

b. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. This Agreement may not be assigned by Buyer.

c. Until such time as all of the Units are sold, the Seller reserves the right to make use of its unsold Units and the common elements of the condominium as are necessary for its sales program.

d. This Agreement and the instruments and documents referred to herein are made a part hereof as if fully set forth herein and constitute the full, final and complete agreement between the parties and no oral representations, claims, statements, advertising, and promotional activities made by Seller or

	
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Buyer	_____
Seller	_____
	
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Seller's agents or representatives shall in any way be binding upon Seller unless the same are expressly set forth in a written agreement executed by Seller.

e. Prior to Closing, Seller shall assume all risk of loss by reason of fire, windstorm or other casualty. If casualty occurs to the Condominium Property prior to Closing, Seller may, at Seller's option, either cancel this agreement and direct the Escrow Agent to return all deposits placed hereunder or undertake the reconstruction of the Condominium Property, in which event this Agreement shall be in full force and effect; provided, however, that such reconstruction is accomplished within 90 days from the date of casualty. Under no circumstances shall Buyer have any interest in any insurance proceeds attributable to said casualty.

f. All notices required to be given pursuant to the terms of this Agreement shall be in writing and will be delivered to the parties and their respective Broker identified in this Agreement by mail, hand delivery or email. Any notice delivered to or received by an attorney or licensee (including Brokers) representing a party shall be as effective as if delivered to or received by that party.

g. In the event of litigation to enforce any of the terms and provisions of this Agreement, the prevailing party shall be entitled to receive all reasonable attorney's fees incurred therein (including fees for appeals) together with costs and disbursements. Buyer and Seller do hereby agree that in any suit or proceeding brought to enforce rights under this Agreement, such suit shall be brought in the Circuit Court in and for Sarasota, Florida. **BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY AND CONSENTS TO A TRIAL BY THE COURT WITHOUT A JURY.** This Agreement shall be construed in accordance with the Laws of Florida. In the event of a dispute hereunder, Buyer agrees that it shall not file a lis pendens against the subject Property.


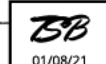
h. Any gender used herein shall include all genders and legal entities, and the plural shall include the singular and the singular shall include the plural.

Buyer and Seller mutually warrant and agree with one another that this Agreement was not procured by any real estate broker other than the Listing and Cooperating Brokers, if any, named below (collectively, the "Broker") and are the only Brokers entitled to compensation in connection with this Agreement. The Escrow Agent is hereby directed by the parties to disburse at the Closing, the full amount of the brokerage commission as is specified in separate brokerage agreements. The parties agree to indemnify and hold each other harmless for any claim to real estate commission on this sale (other than by the Brokers identified in this Agreement,) and will pay the reasonable costs and expenses of defending against any such claim including reasonable attorney's fees.

i. If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

j. Buyer acknowledges and agrees that the Condominium Association has not entered into a management agreement, for the purpose of providing supervision, fiscal or general management and maintenance services to the Condominium Property.

k. All representations, duties and obligations of the Buyer pursuant to this Agreement shall survive the Closing hereunder.

	
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Buyer	_____
Seller	
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l. Buyer's right, title and interest, in the Property under this conveyance are expressly subordinate and subject to any mortgage encumbering Seller's interest in the Unit now or in the future, without the necessity of executing any further instruments of subordination. Provided, however, upon request, Buyer shall execute all additional instruments reasonably required by Seller or Seller's lender to evidence Buyer's subordination of its rights under this Unit conveyance to any existing or future mortgage.

m. If two or more persons named as Purchaser herein, any one of them is hereby authorized by the other or others to act as agent for, with the right to bind the other(s) in all matters and of every kind and nature with respect to this Agreement. If the Purchaser is married, and the Purchaser's spouse is not named as a Purchaser herein, Purchaser shall have the duty to obtain Purchaser's spouse's execution of mortgage and other closing documents as required by lender, closing agent and Seller. Failure of Purchaser's spouse to do so shall constitute Purchaser's default hereunder.

This is intended to be a binding Agreement. If you do not fully understand this Agreement, consult an attorney before you sign it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(signature pages follow)

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Buyer	
Seller	 01/08/21 8:55 AM EST dotloop verified

BUYER:

Marilyn J. Mosby dotloop verified
01/07/21 11:26 PM
EST
0EJR-VJ1U-8PSV-LBML

Dated: 01/07/2021

COOPERATING REAL ESTATE BROKER:

(Insert Name) Coldwell Banker

By: *Monique Holston-Greene* dotloop verified
01/08/21 12:18 AM EST
MRDE-ISEK-HNNO-HOAU

Dated: _____

ESCROW AGENT:

FERGESON SKIPPER, P.A.

By: *E. ROLPH BRIBASSO* dotloop verified
01/08/21 11:20 AM EST
YDKA-9GOF-58JX-K8RL

As its: _____

Dated: _____

Rev. 2-10-20
5681843.29861

SELLER:

**THE MUSTARD SEED, LLC, a
Michigan Limited Liability Company**

By: *Thomas S. Brennan signing as manager, MUSTARD SEED GROUP, LLC* dotloop verified
01/08/21 8:55 AM EST
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As its: Manager

Dated: _____

LISTING REAL ESTATE BROKER:
(Insert Name) Michael Saunders & Company

By: *Terri Derr* dotloop verified
01/08/21 8:09 AM EST
UCVS-FTTZ-YTUD-Y0R9

Dated: _____

EXHIBIT 4

ADDENDUM TO PURCHASE AGREEMENT
FOR UNIT THE TREE HOUSE CONDOMINIUM
FINANCING CONTINGENCY

1/7/2021

The Purchase Agreement between the undersigned Seller and Buyer dated _____, is hereby amended to provide as follows:

The Buyer's obligations under the Purchase Agreement is conditioned upon Buyer's ability to obtain a first mortgage loan ("Loan") commitment in writing from an "Institutional Lender" which shall mean a federal or State chartered Bank, Credit Union, Savings and Loan Association or a duly licensed Mortgage Lender which is subject to and in compliance with the Consumer Financial Protection Bureau (CFPB) regulations and authority within _____ days (if left blank, then 30 days) after the Effective Date ("Loan Approval Period") in an amount of not less than \$ \$428,400.00 for the purchase of the Unit at the then prevailing rate of interest based upon Buyer's creditworthiness and for a term of _____ years (if left blank, then 30 years ("Financing")).

Buyer will apply for the Loan within five (5) days from the Effective Date of the Purchase Agreement and shall use good faith and diligent effort to obtain approval of a Loan meeting the Financing terms ("Loan Approval") and thereafter to close this Purchase Agreement. Loan Approval that requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this paragraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Purchase Agreement. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by the Buyer's mortgage broker, if any, and lender in connection with the Buyer's loan application.

Buyer shall keep the Seller and real estate Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender and Closing Agent to disclose such status and progress, and release preliminary and final executed closing disclosures and settlement statements, to Seller and real estate Broker.

Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either (1) waive Loan Approval, in which event this Purchase Agreement will continue as if Loan Approval had been obtained or, (2) terminate this Purchase Agreement. If Buyer fails to timely deliver either notice provided in this subparagraph to Seller prior to the expiration of the Loan Approval Period, then Loan Approval shall be deemed waived in which event this Purchase Agreement will continue as if Loan Approval has been obtained, provided however, Seller may elect, at its sole discretion, to terminate this Purchase Agreement by delivering written notice to Buyer within 10 days after expiration of the Loan Approval Period.

If this Purchase Agreement is timely terminated as provided above and Buyer is not in default under the terms of this Purchase Agreement, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Purchase Agreement.

If Loan Approval has been obtained, or deemed to have been obtained as provided above, and Buyer fails to close this Purchase Agreement, then the Deposit shall be paid to Seller unless failure to close is due to Seller's default or inability to satisfy other contingencies under this Purchase agreement.

SELLER:

THE MUSTARD SEED, LLC, a Michigan Limited Liability Company

By: Thomas S. Brown signing as manager, MUSTARD SEED, LLC
dotloop verified
01/08/21 8:55 AM EST
CPXA-OYUJ-EKGU-MYNI
As its: Manager

Dated: _____

BUYER:

Marilyn J. Mosby
dotloop verified
01/07/21 11:26 PM EST
RS4Y-7POV-XUEH-OALUV

Marilyn J. Mosby

Dated: 1/7/2021

Michael Saunders & Company

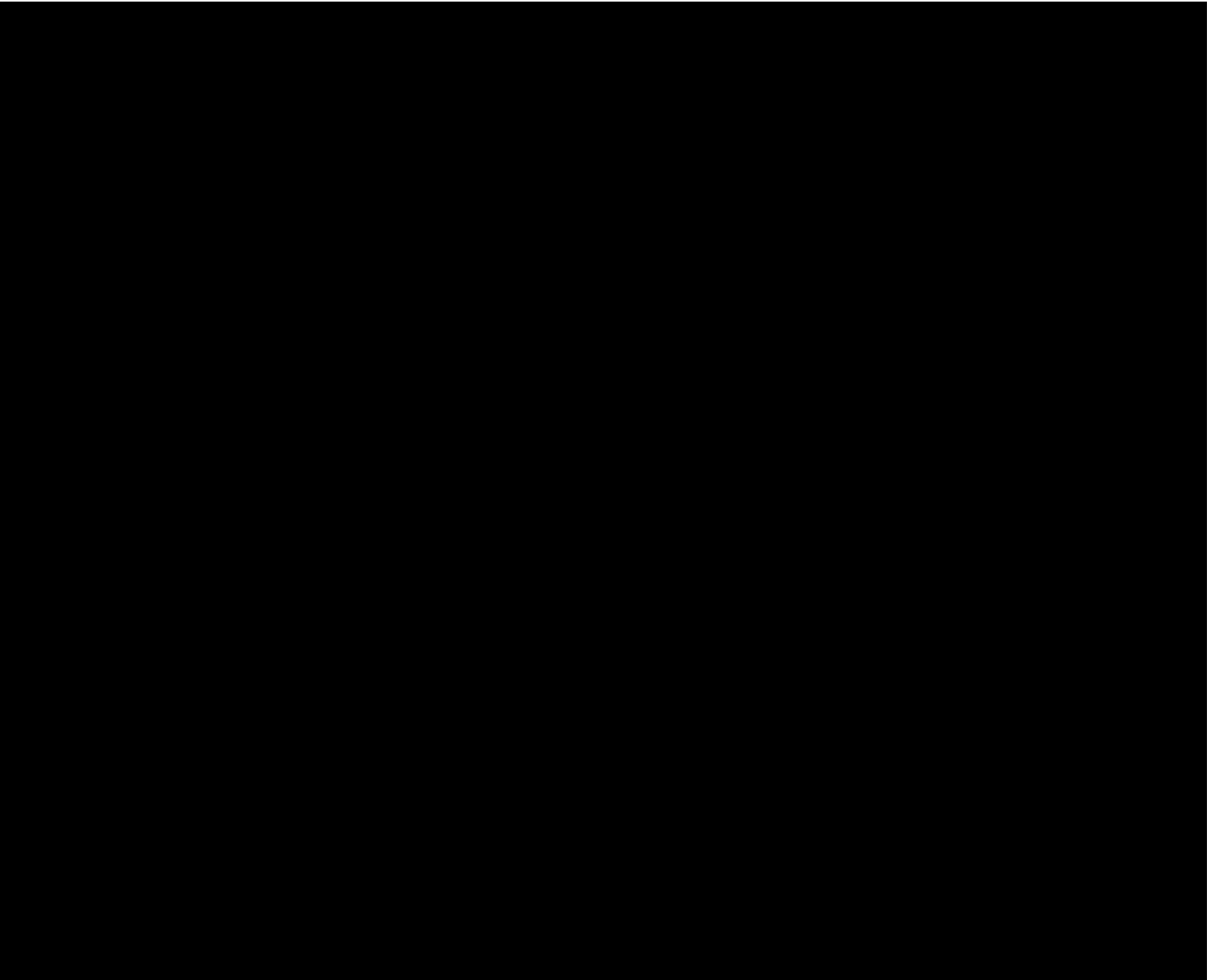
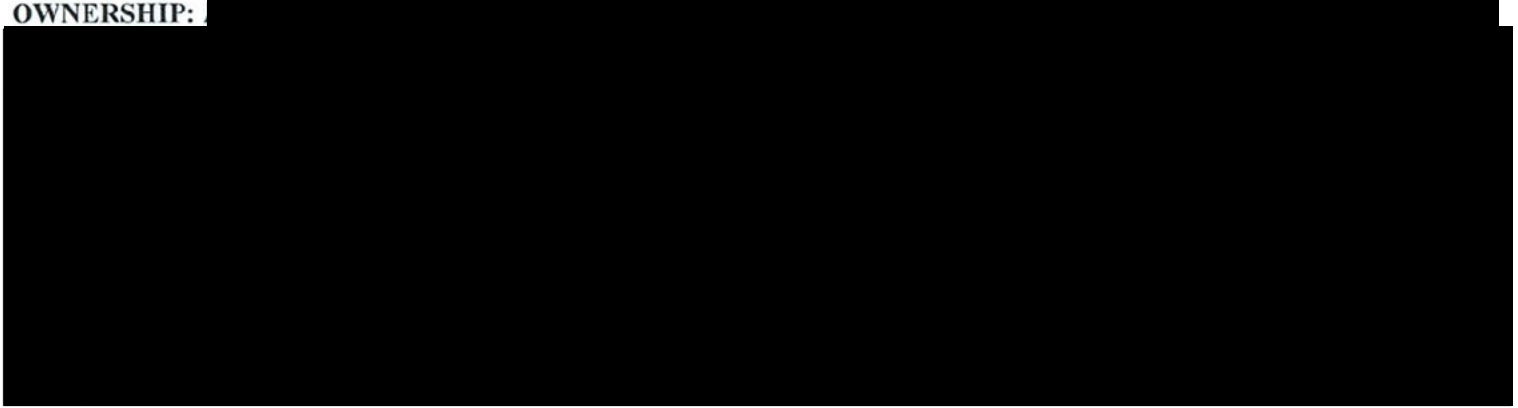
Licensed Real Estate Broker

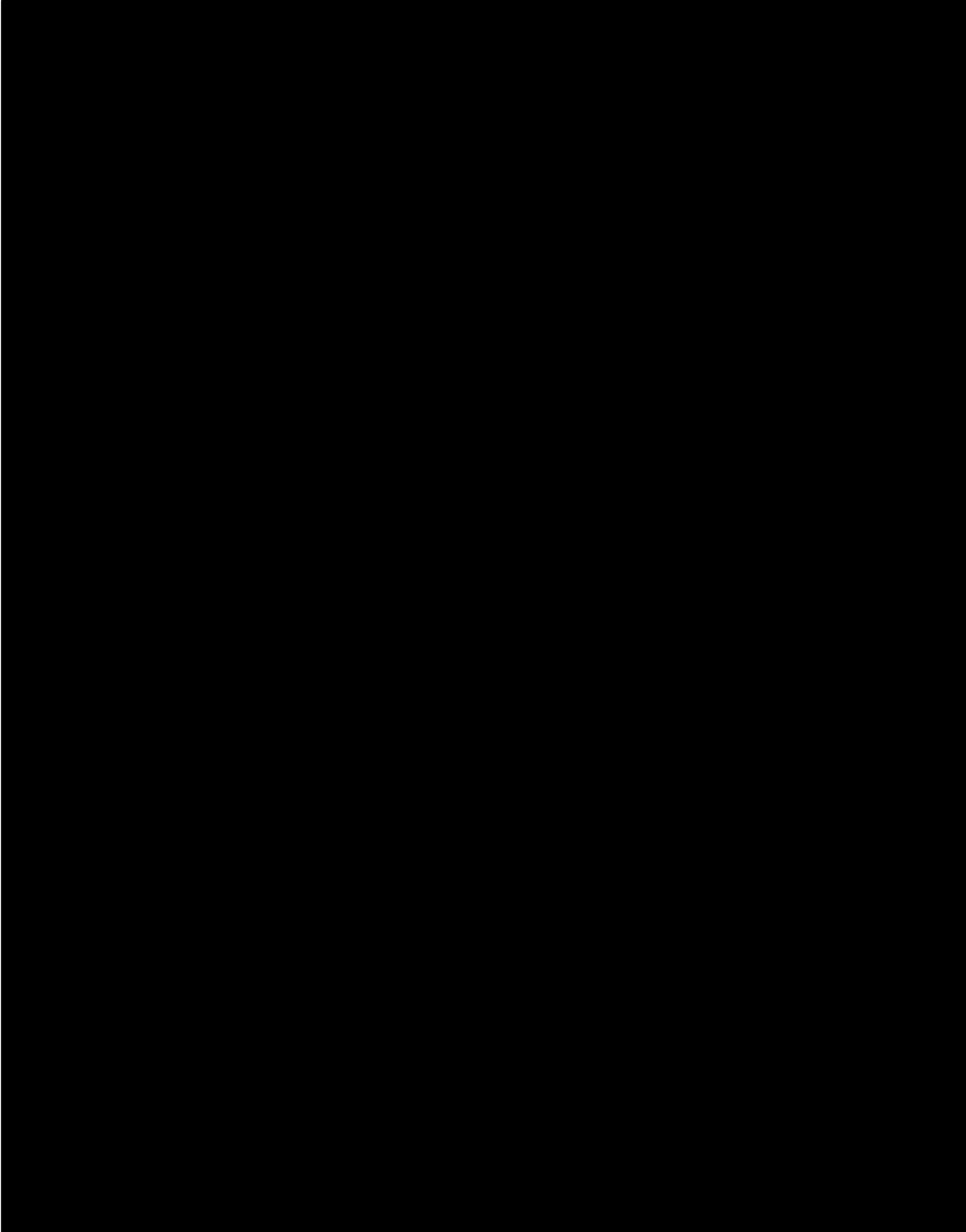
SELLER'S PROPERTY DISCLOSURE STATEMENT

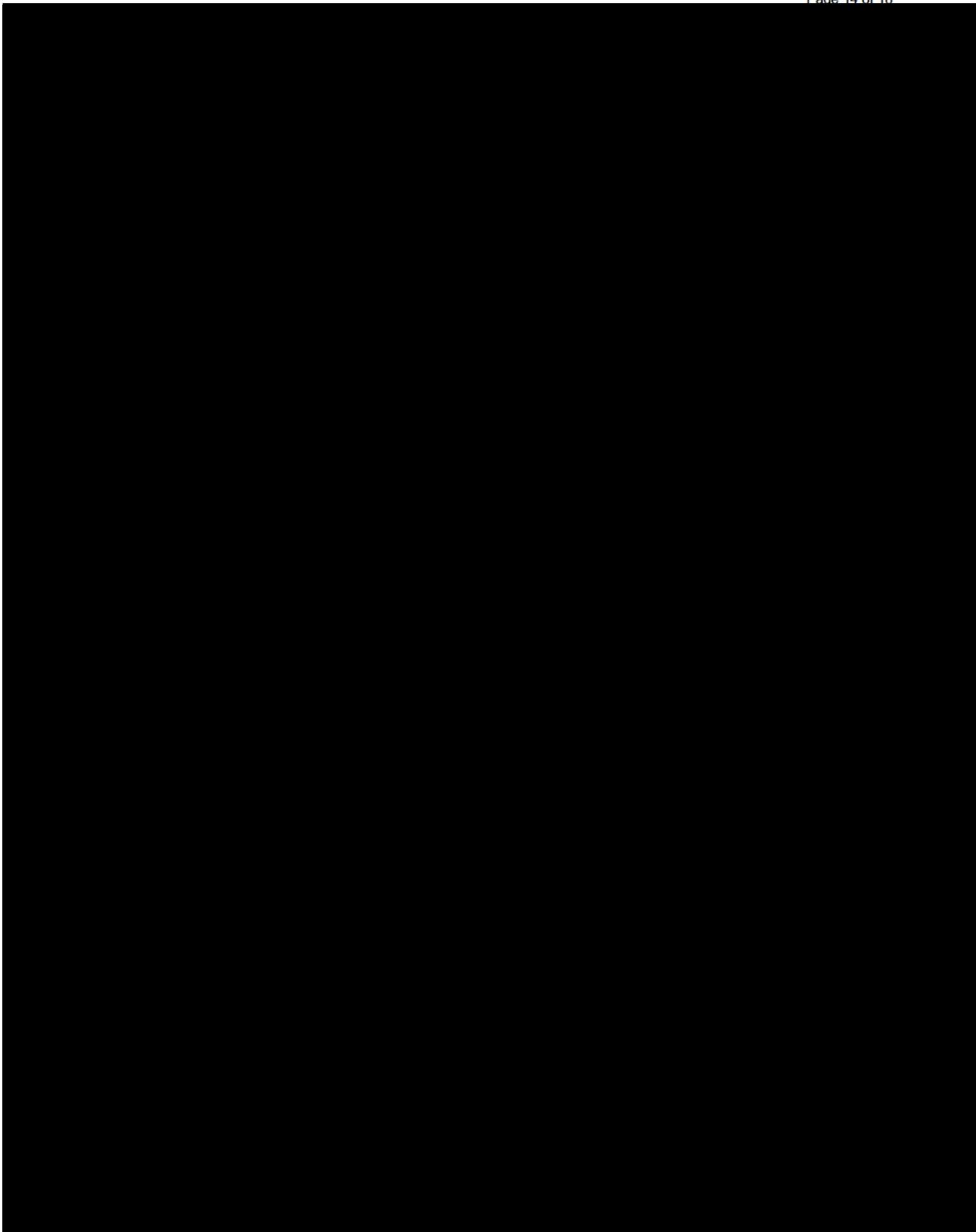
Seller's Name: MUSTARD SEED GROUP

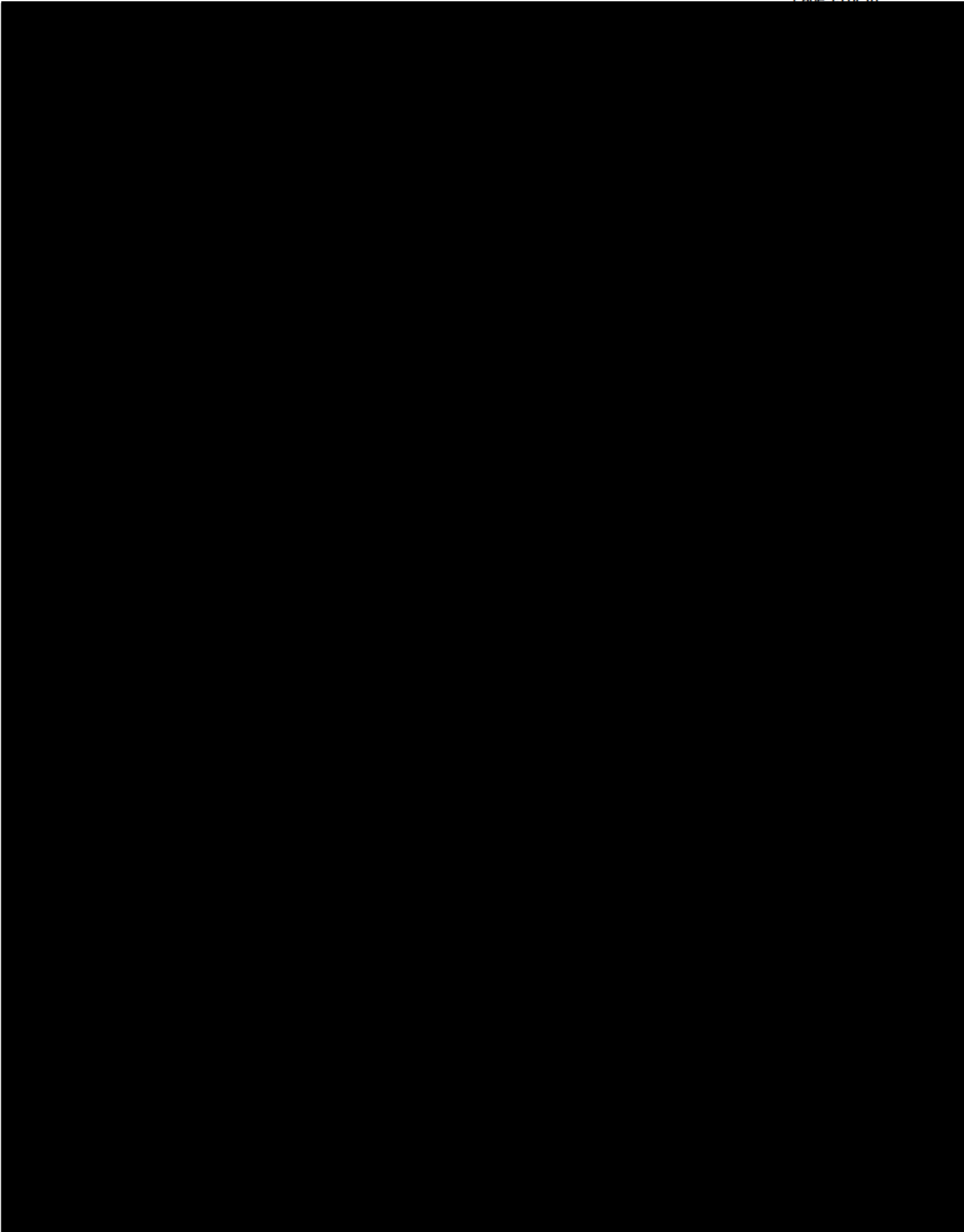
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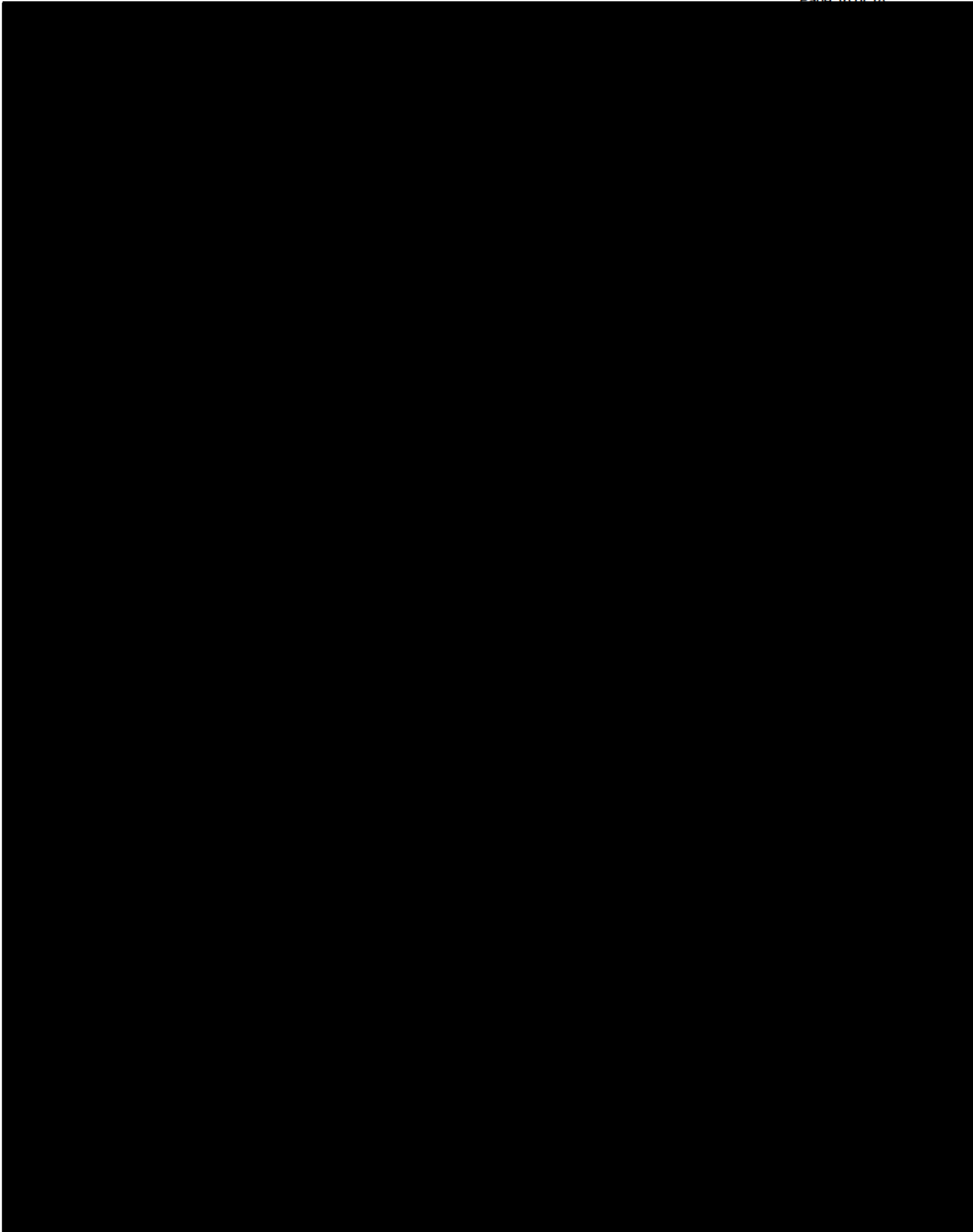
OWNERSHIP:

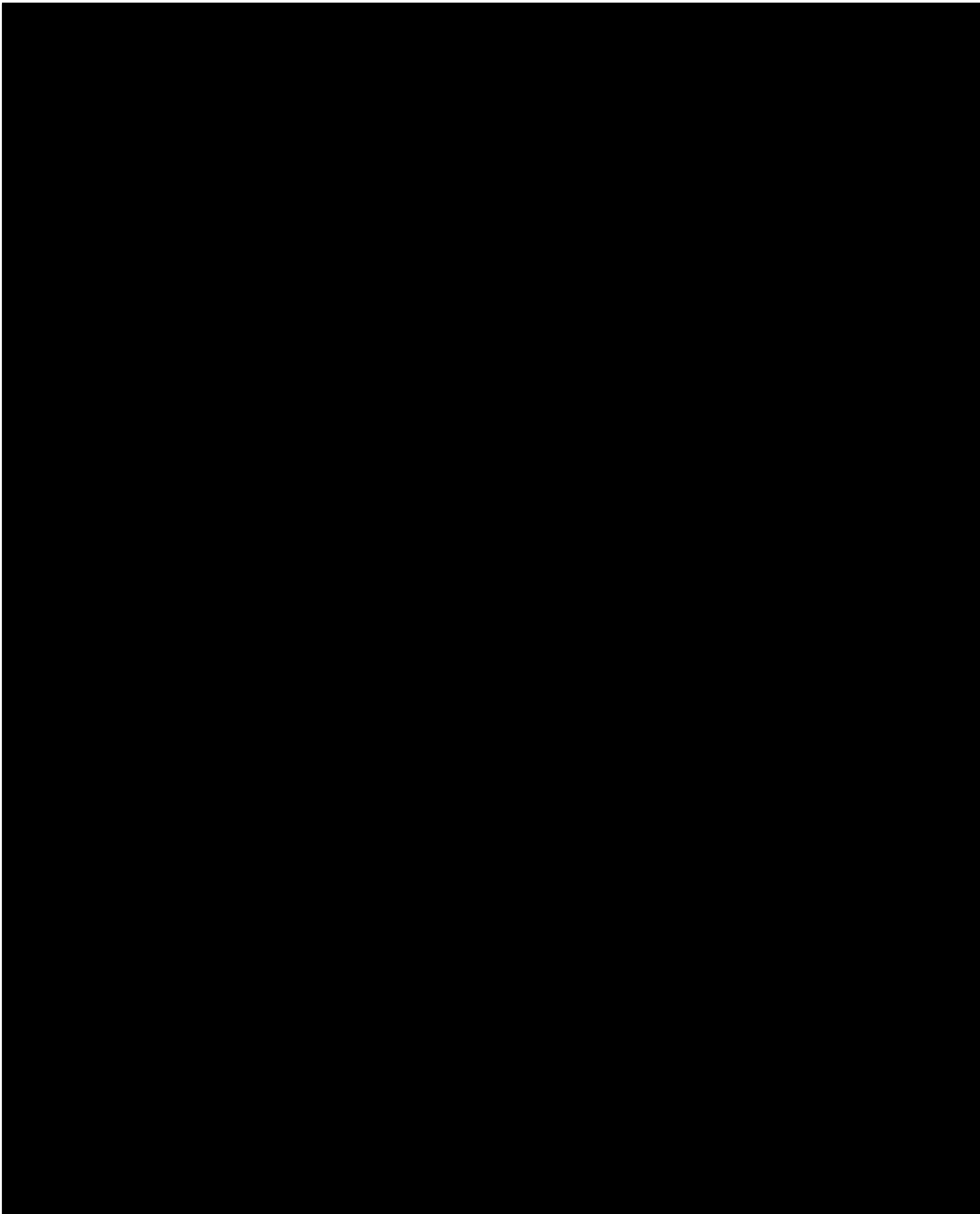




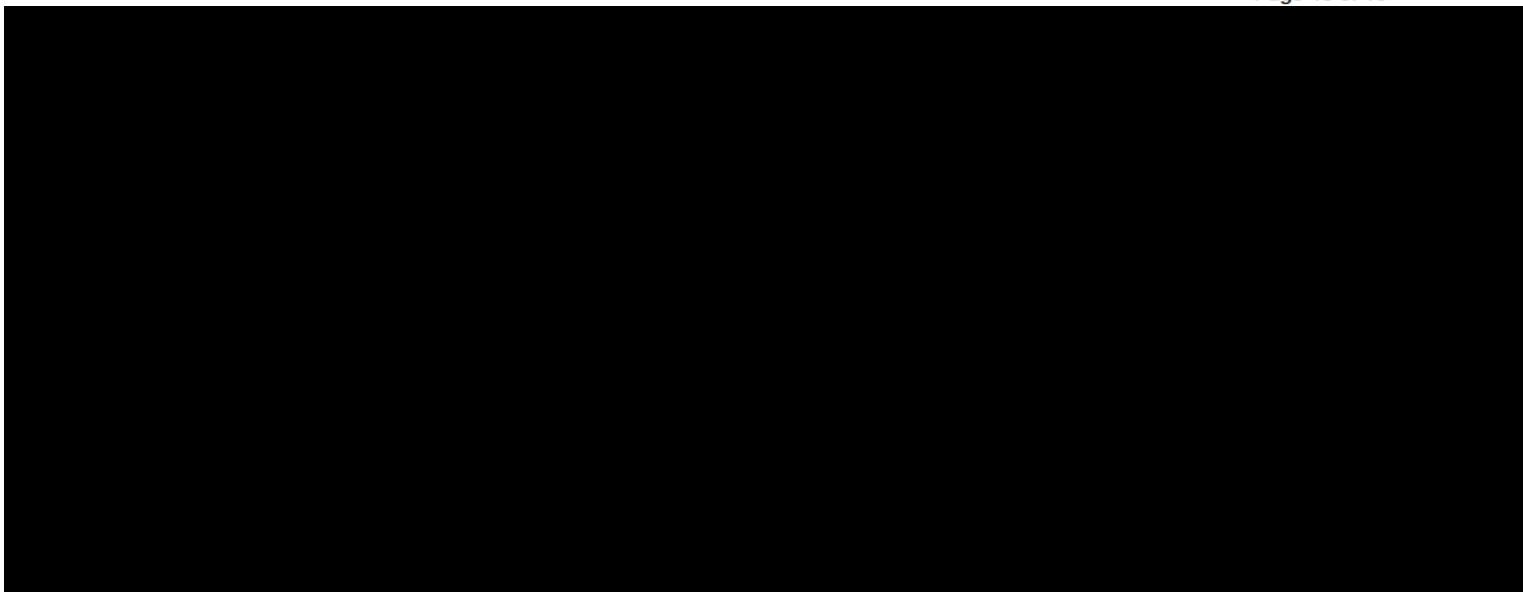









ng



Seller(s) Initials:  Date: _____
01/05/21
9:41 AM EST
dotloop verified

Buyer(s) Initials:  Date: _____
01/07/21
11:26 PM EST
dotloop verified