

Letter {draft}

Stephen J. Boerner

21090 W Sharpe St.

Unit 132

Rock Hall, MD 21661

March 5, 2025

Cc: Kurfiss Sotheby's International Realty

1631 Locust St, Suite 300

Philadelphia, PA 19103

Attn: [Realtor Contact Name, if known]

Phone: (215) 735-2225

Fax: (215) 735-2122

Subject: Assertive Notice of Impending Mortgage Default, Foreclosure Risk, and My Unilateral Decisions for Marital Property at 246 N 3rd St. #4CD, Philadelphia, PA 19106

To All Parties Concerned:

I, Stephen J. Boerner, issue this assertive notice regarding the critical financial crisis threatening the marital property at 246 N 3rd St. #4CD, Philadelphia, PA 19106, and firmly assert my unequivocal right to act unilaterally due to Melissa's reckless disregard for critical responsibilities, profound financial disconnectedness, and willingness to engage outside the purview of her lawyer, putting in writing proposals that demonstrate a clear threat to herself and the marital estate.

This notice also serves to notify Kurfiss Sotheby's International Realty of this situation and demand their immediate cooperation in facilitating my decisive actions to safeguard the marital estate from irreparable loss.

1. Financial Exhaustion and Impending Default

As of March 5, 2025, I have depleted all personal financial resources and will cease making mortgage payments for the marital property beyond the statement due on March 16, 2025. I have shouldered the sole financial burden since October 2024, paying precisely \$10,414.39 in mortgage and maintenance costs from October 2024 to January 2025, as documented in the Bridge Loan Agreement dated January 3, 2025, and its Addendum (Pages 2–3, 8), with payment records including check numbers #1–#4 totaling \$12,500 (Bridge Loan Agreement, Page 10).

I secured a \$12,500 bridge loan from Jeffrey A. Boerner and Carol T. Boerner on January 3, 2025, to cover payments for the periods ending January 16, 2025, February 16, 2025, and March 16, 2025, totaling \$7,482.39, with remaining funds allocated to maintain the property until a sale (Bridge Loan Agreement, Pages 3–5; Addendum, Pages 2–5).

I confirm that all mortgage payments will be made in full through March 16, 2025, and all utilities are current as of March 5, 2025, as verified by payment receipts and utility statements. The fixed monthly mortgage cost of \$2,494.13 (comprising \$1,770.98 in principal and interest, and \$723.15 in escrow) for the statement due March 16, 2025, will be my final payment. Starting April 16, 2025, the mortgage will become delinquent, initiating a 30-day notice period under Pennsylvania law (37 Pa. Code § 13.21), followed by potential foreclosure proceedings, including a sheriff's sale, within 90–120 days, risking total equity loss. I hold Melissa fully accountable for this irreversible financial collapse, driven by her inaction and disconnected decisions.

2. Melissa's Reckless Disregard, Disconnectedness, and Detrimental Actions

Melissa's refusal to contribute financially or engage responsibly with the marital property's obligations since October 2024, coupled with her willingness to engage outside her lawyer's oversight, has precipitated this crisis. Her actions, detailed below, demonstrate a reckless disregard for critical third-party data, financial realities, and the marital estate's survival:

- **Zero Financial Contribution:** Since October 2024, Melissa has contributed nothing to the property's mortgage, maintenance, or costs, leaving me to bear \$10,414.39 alone from October 2024 to January 2025 (Bridge Loan Agreement, Page 2; Addendum, Page 2).
- **Crushing Losses:** The property's tenants vacated on September 30, 2024, eliminating \$2,800/month in rental income, resulting in a net loss during their 12-month tenancy, entirely borne by me (Bridge Loan Agreement, Page 2; Addendum, Page 2).
- **Past Neglect:** Melissa failed to contribute to the \$45,000 Florida rental lease from October 31, 2023, to August 31, 2024, covering only \$4,500 (10%) from April 2024 to early July 2024, while I paid \$40,500 and handled move-out responsibilities alone, as documented in bank statements (Bridge Loan Agreement, Page 3; Addendum, Page 4).
- **Failure to Review Third-Party Data:** Melissa consistently neglects valuable, unbiased information from third-party perspectives, such as market analyses and buyer feedback I shared, undermining any informed decision-making (Addendum, Page 4).

- **Alarming, Disconnected Proposals:** Melissa's recent email proposals, issued without legal counsel, create a devastating paper trail of her negligence. On February 25, 2025, at 2:30 PM, she sent an unsolicited proposal (attached) suggesting a 50/50 split of assets, including the condo's net proceeds, ignoring the \$10,414.39 in mortgage payments I've made since October 2024 and the property's dire financial state. On March 3, 2025, at 10:15 AM, she responded to my proposal—sharing third-party data on the property and sale strategy—with a counterproposal to her own, reducing the listing price to \$415,000 based on a misunderstanding of the information I provided.
- These "back-of-the-napkin" proposals, devoid of legal oversight, are impossible to see as anything but an emotional, irrational, inattentive threat to herself and the marital assets that don't become assets until we escape the large, looming liabilities, and in her irresponsible responses—such as those emails arriving in my inbox at the end of February and early March 2025, with no proposals from me but two from her where she second counters her own proposals outside the protective purview of her lawyer.

Additionally, Melissa's misguided focus on achieving the highest price point in an unrealistic market, as evidenced by her support for the realtor's poor strategy and overpricing, has compounded this disaster. Throughout the listing period since July 22, 2024, Kurfiss Sotheby's International Realty's approach has been catastrophically flawed, as detailed in my critical analysis:

- **Initial Overpricing:** The property was listed at \$465,000 on July 22, 2024, setting a difficult trajectory, ignoring market data showing median sales for similar units at \$425,000–\$435,000 in Philadelphia's Old City neighborhood.
- **Inadequate Response to Negative Feedback:** Buyer feedback, with 57% explicitly stating the price is "too high" (documented in 12 showings from August to December 2024), has been consistently ignored, prolonging stagnation.
- **Ineffective Minimal Reduction Strategy:** Price reductions of only \$1,000 on October 15, 2024, and December 1, 2024—representing just 0.2% changes—have failed to address fundamental price objections, maintaining token showing activity without progress after 223+ days on market.
- **Failure to Address Value-to-Price Relationship:** The realtor neglected to account for \$50,000–\$75,000 in renovation costs buyers would need to invest, as noted in third-party appraisals dated November 2024, further alienating potential buyers.
- **Negative Market Positioning Effects:** This overpricing and poor strategy have stigmatized the property, severely damaging its market perception and justifying immediate termination.

Melissa's unwavering support for this strategy—driven by an unrealistic pricing obsession—has directly contributed to the property's failure to sell, exacerbating my financial burden and validating my unilateral intervention.

3. Legal Grounds for My Unilateral Actions

I am legally compelled to act under Pennsylvania law, specifically 23 Pa.C.S.A. §§ 3501–3508, to preserve the marital property. The Bridge Loan Agreement and Addendum (Pages 4–8) establish that my \$12,500 bridge loan on January 3, 2025, is a marital debt, lawfully executed without Melissa’s consent, to prevent default and protect the property’s value (Addendum, Pages 6–8, citing 23 Pa.C.S.A. § 3501(b), *Hicks v. Kubit*, 758 A.2d 202 (Pa. Super. 2000), and *Patwardhan v. Brabant*, 439 A.2d 784 (Pa. Super. 1982)). My sole contributions—totaling \$114,414.39 since acquisition, including the down payment (\$40,000), closing costs (\$23,500), payments since October 2024 (\$10,414.39), and Florida rental costs (\$40,500)—provide my indisputable authority to act alone (Addendum, Page 9, supported by bank statements and loan disbursements).

Under 23 Pa.C.S.A. § 3502(a), courts must equitably distribute marital property based on contributions and conduct, considering factors like preservation efforts and dissipation risks. Melissa’s reckless disregard, disconnected proposals, and support for the realtor’s failed strategy compel me, with profound reluctance, to terminate financial support, remove the property from the MLS, and pursue a fire sale to avert further loss, as justified in *Williams v. Williams*, 723 A.2d 191 (Pa. Super. 1998), which credits my preservation efforts against her inaction.

4. Termination of Realtor and Fire Sale Strategy

To Kurfiss Sotheby’s International Realty, I notify you that the property, listed since July 22, 2024, has received no offers as of January 3, 2025 (Bridge Loan Agreement, Page 2; Addendum, Page 2), and I will not sustain payments beyond March 16, 2025. This impending default and foreclosure risk demands immediate action. I authorize you to disclose this letter’s contents to legal counsel, potential buyers, or lenders directly involved in the sale or foreclosure process, ensuring transparency while protecting sensitive information.

Given Melissa’s reckless disregard, her support for your catastrophic market misjudgment, and the property’s stagnant performance, and the listing contract’s expiration on January 18, 2025, with a 30-day post-expiration fee window ending February 17, 2025 (Listing Contract, Pages 1–2, Paragraph 5(f)), I terminate our agreement with Kurfiss Sotheby’s immediately and remove the property from the MLS to pursue a fire sale. This decision is non-negotiable, driven by the financial urgency, Melissa’s actions, and your failure to adapt to market realities, as documented in my critical analysis.

5. Consequences of Inaction

If no action is taken to sell the property or secure alternative financing by April 16, 2025, the property will enter default, triggering a 30-day lender notice under Pennsylvania law (37 Pa. Code § 13.21), followed by foreclosure proceedings, potentially culminating in a sheriff’s sale within 90–120 days. This outcome will erase all equity, leaving us with a devastating financial outcome—potentially zero proceeds or substantial debt. Melissa’s reckless disregard, disconnected proposals, and greed-driven support for your overpricing directly contribute to this catastrophe. I will pursue full legal recourse under 23 Pa.C.S.A. § 3505(a) and (b) to protect my interests, including imposing liens or directing the sale of the property, should Melissa attempt to evade responsibility.

6. Demand for Action

I demand that Melissa immediately engage through proper legal channels, review the financial realities of this property—including third-party market data—and propose a viable solution to avoid foreclosure by March 10, 2025. Her continued willingness to engage outside her lawyer’s oversight, at a detriment to her own interests, and her support for an unrealistic pricing strategy leave me no alternative but to proceed unilaterally, and I will document all actions for court review under 23 Pa.C.S.A. § 3502(a). Kurfiss Sotheby’s, I demand your cooperation in expediting any final efforts to sell the property before March 15, 2025, or facilitating its removal from the MLS, recognizing the urgency of my financial situation.

7. Authorization for Disclosure

I authorize Kurfiss Sotheby’s International Realty to share this letter and its contents with legal counsel, potential buyers, or lenders directly involved in the sale or foreclosure process, limited to managing the property’s listing or sale. I also authorize disclosure of the Bridge Loan Agreement, Addendum, Listing Contract, and my critical analysis of the pricing strategy to support transparency and legal clarity, as these documents are critical to understanding my position and the property’s status.

8. Conclusion

This notice firmly establishes the catastrophic financial outcome we face due to Melissa’s reckless disregard, clear financial disconnectedness, willingness to engage outside her lawyer’s purview at a detriment to her own interests, and her misguided focus on an unrealistic pricing strategy. Despite my exhaustive efforts—investing \$114,414.39 since acquisition—I am financially unable to continue payments after March 16, 2025, leaving the property on a non-negotiable trajectory toward foreclosure starting April 16, 2025, unless immediate action is taken. With profound reluctance, I am compelled to act decisively to mitigate losses, and I will enforce all legal remedies to protect my equitable interest, as supported by Pennsylvania law and the attached documents.\

Sincerely,

Stephen J. Boerner

Attachments:

- Bridge Loan Agreement (January 3, 2025)
- Addendum to Bridge Loan Agreement (January 3, 2025)
- Listing Contract (Seller Agency Contract, July 18, 2024 – January 18, 2025)
- Critical Analysis of Pricing Strategy for 246 N 3rd St. #4CD
- Melissa’s Email Proposals (February 25, 2025, at 2:30 PM; March 3, 2025, at 10:15 AM)
- Bank Statements and Payment Receipts (October 2024–March 2025)
- Third-Party Market Analyses and Buyer Feedback (August 2024–February 2025)