

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)

Bridge Loan Agreement

This Agreement is entered into on January 3, 2025, by and between Stephen J. Boerner (hereinafter "Borrower" or "Husband") and Jeffrey A. Boerner and Carol T. Boerner (collectively, "Lenders"), with reference to Melissa Bemer (hereinafter "Wife") in the context of ongoing divorce proceedings in the Commonwealth of Pennsylvania.

Recitals

WHEREAS, Stephen J. Boerner and Melissa Bemer were married on August 19, 2019, and are currently parties to divorce proceedings initiated by the divorce filing of Melissa Bemer in August 2024, which remain pending and not finalized as of January 3, 2025;

WHEREAS, during the marriage, on April 22, 2022, the parties acquired real property designated as Units No. 4C and 4D, located at 246 N 3rd St. #4CD, Philadelphia, PA 19106 (hereinafter "Marital Property"), as evidenced by the deed executed April 12, 2022, effective April 13, 2022, and notarized April 15, 2022, from Richard J. Gities to Stephen J. Boerner and Melissa Bemer, husband and wife, as tenants by the entirety, with a purchase price of \$400,000, a down payment of 10% (\$40,000) provided by Stephen J. Boerner, resulting in an initial principal loan amount of \$360,000, and closing costs of approximately \$23,500 also paid by Stephen J. Boerner;

Purchase Details	Amount
Purchase Price	\$400,000
Down Payment (10%)	\$40,000
Initial Principal Loan	\$360,000
Closing Costs (Paid by Stephen J. Boerner)	\$23,500

WHEREAS, the Marital Property has been listed for sale since July 22, 2024, with no offers received as of January 3, 2025, the date of the signing of this Bridge Loan Agreement, and tenants vacated on September 30, 2024, eliminating \$2,800/month rental income, resulting in a net loss even during their 12-month tenancy, with Stephen J. Boerner bearing the monthly delta deficit;

Event	Date	Impact
Listed for Sale	July 22, 2024	No offers received by January 3, 2025
Tenants Vacated	September 30, 2024	Loss of \$2,800/month rental income
Financial Burden	Ongoing	Net loss during tenancy, borne by Stephen J. Boerner

WHEREAS, since October 2024, Melissa Bemer has ceased all financial contributions and communication regarding the Marital Property's costs, leaving Stephen J. Boerner solely responsible for mortgage-related expenses totaling \$10,414.39 through January 2025;

Period	Amount Paid by Stephen J. Boerner	Details
October 2024	\$3,472	Mortgage and maintenance costs
November 2024	\$3,472	Mortgage and maintenance costs
December 2024 - January 16, 2025	\$3,470.39 (\$2,494.13 + \$976.26)	Mortgage (\$2,494.13) and estimated maintenance costs
Total	\$10,414.39	

WHEREAS, Melissa Bemer failed to make any payments in 2023 toward a 10-month rental lease for a property in Florida (October 31, 2023, to August 31, 2024, costing \$4,500/month, totaling \$45,000), where she was the driving force behind its acquisition, and only started contributing in spring 2024 through early July 2024, approximating 10% of the overall \$45,000 lease agreement (\$4,500), leaving Stephen J. Boerner to cover the remaining \$40,500, in addition to bearing the move-out costs and physical effort alone as she was not present;

Florida Rental Details	Amount
Total Lease Cost (10 months)	\$45,000
Melissa's Contribution (Spring 2024 - Early July 2024)	\$4,500 (10%)
Stephen's Contribution	\$40,500 (90%)
Move-Out Responsibility	Solely Stephen J. Boerner

WHEREAS, Melissa Bemer has shown a consistent lack of coordination, attention, and review of shared financial obligations, exacerbating Stephen J. Boerner's burdens;

WHEREAS, to prevent default and preserve the Marital Property's value pending sale, Stephen J. Boerner requested and Lenders agreed to provide a bridge loan of \$12,500 (the "Loan") on January 3, 2025, to cover mortgage-related expenses for the Marital Property for the mortgage statement periods from December 17, 2024, to January 16, 2025, January 17, 2025, to February 16, 2025, and February 17, 2025, to March 16, 2025, totaling \$7,482.39 (\$2,494.13 per month, comprising \$1,770.98 principal and interest, \$723.15 escrow), with any remaining Loan funds applied to ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer in the future;

Mortgage Statement Period	Start Date	End Date	Amount Covered
Period 1	December 17, 2024	January 16, 2025	\$2,494.13
Period 2	January 17, 2025	February 16, 2025	\$2,494.13
Period 3	February 17, 2025	March 16, 2025	\$2,494.13
Total			\$7,482.39

WHEREAS, any additional debt Stephen J. Boerner may seek to incur for costs associated with the Marital Property after the mortgage period ending March 16, 2025, in the event that a settlement from the sale of the Marital Property has not been achieved, thereby necessitating further financial support, is expressly excluded from this Agreement, and not contemplated.

WHEREAS, Pennsylvania law governs the classification and division of marital property and debts, as codified in 23 Pa.C.S.A. Chapter 35;

NOW, THEREFORE, the parties agree as follows:

Article 1: Classification of Loan as Marital Debt

1.1 Statutory Definition and Presumption:

Pursuant to 23 Pa.C.S.A. § 3501(a), "marital property" is defined as "all property acquired by either party during the marriage." Under 23 Pa.C.S.A. § 3501(b), "All real or personal property acquired by either party during the marriage is presumed to be marital property regardless of whether title is held individually or by the parties in some form of co-ownership such as joint tenancy, tenancy in common or tenancy by the entirety."

The Marital Property, acquired April 22, 2022, post-marriage and pre-separation, is marital property. The Loan, incurred on January 3, 2025, during the marriage (divorce not final), is presumed marital debt as it funds the Marital Property's preservation, a joint asset.

1.2 Purpose of Loan and Definition of Ongoing Costs:

The Loan of \$12,500, disbursed via four checks, is used exclusively to pay mortgage-related obligations for the Marital Property, preserving its value for both spouses' benefit pending sale.

Disbursement Details	Check Number	Amount
Check 1	#1	\$3,500
Check 2	#2	\$3,500
Check 3	#3	\$3,500
Check 4	#4	\$2,000
Total		\$12,500

For purposes of this Agreement, "ongoing costs related to securing and supporting the Marital Property" shall mean expenses necessary to maintain the property in a sellable condition, including but not limited to utilities, HOA fees, insurance, required cleaning, property showings and related costs, and any essential repairs directly related to the upkeep of the Marital Property.

No portion of this Loan shall be applied to personal discretionary spending or any expense beyond the specific uses expressly stated in this Agreement and its supporting Addendum.

Any remaining Loan funds after the specified mortgage statement periods shall be applied to such ongoing costs until a settlement is reached with a buyer in the future.

No portion of the Loan shall fund costs after the March 16, 2025, mortgage statement period; any further debt for costs starting March 17, 2025, requires a separate agreement.

1.3 Joint and Several Liability:

The Loan repayment obligation is a marital responsibility, binding Husband and Wife jointly and severally per 23 Pa.C.S.A. § 3502(a), which mandates that "the court shall equitably divide, distribute or assign... the marital property between the parties without regard to marital misconduct in such proportions and in such manner as the court deems just." Stephen J. Boerner's sole signature does not negate its marital status, given its purpose and timing.

Article 2: Repayment Terms

2.1 Interest-Free:

The Loan is interest-free, with no interest accruing throughout its term.

2.2 Priority of Repayment:

Upon the sale, refinancing, or transfer of the Marital Property (the "Settlement Date"), repayment of the \$12,500 Loan shall take priority and be deducted from proceeds before any further distribution, per 23 Pa.C.S.A. § 3502(a), protecting Stephen J. Boerner's contributions since December 17, 2024.

2.3 Quarterly Installment Repayment:

If Settlement proceeds are inadequate to repay the Loan fully, the outstanding balance (the "Carryover Loan") shall be repaid in four (4) equal quarterly installments.

Repayment Schedule	Installment Amount	Due Date
Installment 1	\$3,125	90 days post-Settlement
Installment 2	\$3,125	180 days post-Settlement
Installment 3	\$3,125	270 days post-Settlement
Installment 4	\$3,125	360 days post-Settlement

Article 3: Collateral and Encumbrance

3.1 Security:

The Loan is secured by the Marital Property. As of January 3, 2025, the principal balance after the payment on December 17, 2024, is estimated at \$343,779.12 (calculated from the January 17, 2025, balance of \$343,225.69, increased by one month of principal reduction of \$553.43). The projected principal balance at the conclusion of the Loan's covered period (March 16, 2025) is approximately \$342,118.83, calculated as follows:

Principal Calculation	Amount
Principal Balance (Dec 17, 2024)	\$343,779.12
Monthly Principal Reduction	\$553.43
Reduction (Dec 17, 2024 - Mar 16, 2025)	$\$553.43 \times 3 = \$1,660.29$
Projected Balance (Mar 16, 2025)	\$342,118.83

Stephen J. Boerner shall not encumber, refinance, or impair the Marital Property without explicit prior written approval from Lenders, per 23 Pa.C.S.A. § 3505(a), which states: "Where it appears... a party has dissipated or disposed of marital property to defeat the obligations imposed by this chapter, the court may grant relief..."

3.2 Restrictions on Transfer:

Stephen J. Boerner agrees not to transfer or assign rights in the Marital Property to third parties without prior written consent from Lenders, except as provided for settlement or refinancing.

Article 4: Default and Enforcement

4.1 Statutory Remedies:

In the event of default (e.g., non-payment of any installment), Lenders may pursue remedies under 23 Pa.C.S.A. § 3505(b), which provides: "The court may impose a lien upon the property of a party or direct the sale of such property to satisfy obligations under this chapter." This ensures enforcement against both spouses' interests.

4.2 Protection Against Evasion:

Should Melissa Bemer attempt to evade responsibility for the Loan, Stephen J. Boerner retains the right to seek judicial intervention under 23 Pa.C.S.A. § 3505(a), safeguarding his equitable interest, given her non-contribution since October 2024 and broader financial neglect.

Article 5: Equitable Distribution Consideration

5.1 Court Determination:

Under 23 Pa.C.S.A. § 3502(a), the Loan is subject to equitable division, with Stephen J. Boerner's \$12,500+ payments (covering December 17, 2024, to March 16, 2025, totaling \$7,482.39, plus any remaining funds for ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer) credited against his share, reflecting Melissa's lack of contribution since October 2024 and earlier (e.g., Florida rental, Philadelphia tenancy deficits).

5.2 Documentation:

Stephen J. Boerner shall maintain records of all Loan proceeds and expenditures (\$2,494.13/month for December 17, 2024, to March 16, 2025, plus ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer, October 2024–January 2025, and prior burdens) for court review, evidencing his sole financial burden and Melissa's lack of coordination, attention, and review of shared obligations.

Article 6: General Provisions

6.1 Governing Law: This Agreement shall be governed by Pennsylvania law (23 Pa.C.S.A. §§ 3501–3508).

6.2 Severability: If any provision is unenforceable, remaining provisions stand.

6.3 Entire Agreement: This Agreement, including any Addendum, is the complete understanding; amendments must be in writing, signed by all parties.

6.4 Addendum: This Agreement may be supplemented by an Addendum providing factual and legal context, incorporated by reference if attached.

6.5 Signatures:

LENDERS:

Co-Lender: Jeffrey A. Boerner

Date: January 3, 2025

Signature: _____

Co-Lender: Carol T. Boerner

Date: January 3, 2025

Signature: _____

BORROWER:

Name: Stephen J. Boerner

Date: January 3, 2025

Signature: _____

Exhibit A: Copies of checks (#1–#4, totaling \$12,500) attached.

Addendum to Marital Property Bridge Loan Agreement

Dated January 3, 2025

This Addendum supplements the Marital Property Bridge Loan Agreement executed on January 3, 2025, between Stephen J. Boerner and Jeffrey A. Boerner and Carol T. Boerner, regarding the marital property at 246 N 3rd St. #4CD, Philadelphia, PA 19106. It provides factual context and legal justification for the loan's classification as marital debt under Pennsylvania law, as well as Stephen J. Boerner's lawful authority to execute this Agreement without Melissa Bemer's knowledge or consent.

Section 1: Factual Background

1.1 Marital Property Overview

Stephen J. Boerner and Melissa Bemer, married on August 19, 2019, acquired Units 4C and 4D at 246 N 3rd St. #4CD, Philadelphia, PA 19106, on April 22, 2022, as tenants by the entirety, per deed notarized April 15, 2022. The purchase price was \$400,000, with Stephen J. Boerner providing a down payment of 10% (\$40,000), resulting in an initial principal loan amount of \$360,000, and closing costs of approximately \$23,500 also paid by Stephen J. Boerner. Divorce proceedings, initiated by the divorce filing of Melissa Bemer in August 2024, remain pending as of January 3, 2025.

Purchase Details	Amount
Purchase Price	\$400,000
Down Payment (10%)	\$40,000
Initial Principal Loan	\$360,000
Closing Costs (Paid by Stephen J. Boerner)	\$23,500

1.2 Property Sale Efforts and Financial Impact

The Marital Property was listed for sale on July 22, 2024, with no offers received as of January 3, 2025, the date of this Bridge Loan Agreement. Tenants vacated on September 30, 2024, eliminating \$2,800/month rental income.

Event	Date	Impact
Listed for Sale	July 22, 2024	No offers received by January 3, 2025
Tenants Vacated	September 30, 2024	Loss of \$2,800/month rental income
Financial Burden	Ongoing	Net loss during tenancy, borne by Stephen J. Boerner

This resulted in a net loss even during the tenants' 12-month tenancy, with Stephen J. Boerner bearing the monthly delta deficit.

1.3 Financial Responsibility Shift

Since October 2024, Melissa Bemer has ceased all financial contributions and communication regarding the Marital Property's costs, leaving Stephen J. Boerner solely responsible for mortgage-related and maintenance expenses. The \$12,500 Loan, incurred on January 3, 2025, covers these costs for the mortgage statement periods from December 17, 2024, to January 16, 2025, January 17, 2025, to February 16, 2025, and February 17, 2025, to March 16, 2025, totaling \$7,482.39 (\$2,494.13 per month, comprising \$1,770.98 principal and interest, \$723.15 escrow). Stephen has incurred approximately \$10,414.39 in total costs from October 2024 to January 2025, which he cannot sustain without this Loan, exacerbating his financial strain.

Period	Amount Paid by Stephen J. Boerner	Details
October 2024	\$3,472	Mortgage and maintenance costs
November 2024	\$3,472	Mortgage and maintenance costs
December 2024 - January 16, 2025	\$3,470.39 (\$2,494.13 + \$976.26)	Mortgage (\$2,494.13) and estimated maintenance costs (\$150 PECO, \$813 HOA, minor repairs)
Total	\$10,414.39	

1.4 Principal Balance Projection

As of January 3, 2025, the principal balance after the payment on December 17, 2024, is estimated at \$343,779.12 (calculated from the January 17, 2025, balance of \$343,225.69, increased by one month of principal reduction of \$553.43). The projected principal balance at the conclusion of the Loan's covered period (March 16, 2025) is calculated as follows:

Principal Calculation	Amount
Principal Balance (Dec 17, 2024)	\$343,779.12
Monthly Principal Reduction	\$553.43
Reduction (Dec 17, 2024 - Mar 16, 2025)	$\$553.43 \times 3 = \$1,660.29$
Projected Balance (Mar 16, 2025)	\$342,118.83

1.5 Florida Rental Non-Contribution

Melissa Bemer failed to make any payments in 2023 toward a 10-month rental lease for a property in Florida (October 31, 2023, to August 31, 2024, costing \$4,500/month, totaling \$45,000), where she was the driving force behind its acquisition. She only started contributing from April 2024 through early July 2024, approximating \$4,500 (10% of the \$45,000 lease, covering roughly 3 months at \$1,500/month), leaving Stephen J. Boerner to cover the remaining \$40,500, in addition to bearing the move-out costs and physical effort alone as she was not present.

Florida Rental Details	Amount
Total Lease Cost (10 months)	\$45,000
Melissa's Contribution (Apr 2024 - Early Jul 2024)	\$4,500 (10%)
Stephen's Contribution	\$40,500 (90%)
Move-Out Responsibility	Solely Stephen J. Boerner

1.6 Lack of Coordination and Oversight

Melissa Bemer has demonstrated a consistent lack of coordination, attention, and adequate review of shared financial obligations, including:

- Failing to communicate effectively about the Philadelphia Marital Property since October 2024.
- Neglecting the Florida rental from October 2023 through March 2024.
- Ignoring the monthly delta deficit and net loss on the Philadelphia property during the tenants' 12-month tenancy.

This pattern of neglect has placed the full burden of dual marital properties on Stephen J. Boerner, justifying the need for the \$12,500 Loan to preserve the Marital Property.

1.7 Loan Scope Limitation

The \$12,500 Loan is strictly limited to covering costs for the mortgage statement periods ending March 16, 2025. Any remaining Loan funds after these periods are applied to ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer in the future, as defined in the Bridge Loan Agreement. Any further debt Stephen J. Boerner wishes to incur for costs related to the Marital Property after the March 16, 2025, mortgage statement period (beginning March 17, 2025) must be addressed under a separate agreement, ensuring this Loan's focus on preserving the Marital Property's value through March 2025.

Section 2: Legal Justification for Marital Debt Classification

2.1 Marital Debt Classification – 23 Pa.C.S.A. § 3501

- **§ 3501(a):** "Marital property means all property acquired by either party during the marriage..." The Marital Property, acquired April 22, 2022, is marital.
- **§ 3501(b):** "All real or personal property acquired by either party during the marriage is presumed to be marital property regardless of whether title is held individually or by the parties in some form of co-ownership such as joint tenancy, tenancy in common or tenancy by the entirety."
- **Application:** The \$12,500 Loan, incurred on January 3, 2025, during the marriage (pre-divorce finalization), is presumed marital debt as it funds the Marital Property's preservation, a joint asset. Melissa's non-signature and non-contribution do not rebut this presumption, given its purpose.

2.2 Equitable Division – 23 Pa.C.S.A. § 3502(a)

- **Text:** "The court shall equitably divide, distribute or assign... the marital property between the parties without regard to marital misconduct in such proportions and in such manner as the court deems just..."
- **Application:** The \$12,500 Loan, covering December 17, 2024, to March 16, 2025 (totaling \$7,482.39, plus remaining funds for ongoing costs related to securing and supporting the Marital Property until a settlement is reached with a buyer), is divisible in divorce. Stephen's sole payments of approximately \$10,414.39 since October 2024, plus prior burdens (e.g., Florida rental, Philadelphia tenancy deficits), justify significant credit or reduced debt allocation, reflecting Melissa's non-contribution and neglect since October 2023.

2.3 Protection Against Dissipation – 23 Pa.C.S.A. § 3505

- **§ 3505(a):** "Where it appears... a party has dissipated or disposed of marital property to defeat the obligations imposed by this chapter, the court may grant relief..."

- **Application:** Melissa's refusal to contribute since October 2024, coupled with her neglect of the Florida rental and Philadelphia property losses, risks dissipating the Marital Property's value (e.g., via foreclosure). The Loan mitigates this, and § 3505 allows Stephen to seek remedies (liens, sale) if she evades liability.

Section 3: Legal Authority for Stephen J. Boerner to Sign Without Melissa Bemer's Consent

3.1 Stephen J. Boerner's Right to Execute Agreement – 23 Pa.C.S.A. § 3501(b)

- **Text:** "All real or personal property acquired by either party during the marriage is presumed to be marital property regardless of whether title is held individually or by the parties in some form of co-ownership..."
- **Application:** Under Pennsylvania law, the \$12,500 Loan, incurred on January 3, 2025, during the marriage, is presumed marital debt because it supports the Marital Property, a joint asset acquired April 22, 2022. The Loan's classification as marital debt does not require Melissa Bemer's consent or signature, as § 3501(b) focuses on the timing and purpose of the debt, not the manner of its execution. Pennsylvania courts, as in *Hicks v. Kubit*, 758 A.2d 202 (Pa. Super. 2000), have consistently held that debts incurred during marriage to preserve marital property are marital, even if only one spouse signs, provided the debt benefits the marital estate, as this Loan does by preventing default and preserving the Marital Property's value.

3.2 Tenancy by the Entirety and Debt Incurrence – 23 Pa.C.S.A. § 3507

- **Text:** "A spouse shall not be authorized to dispose of entireties property without the consent of the other spouse..."
- **Application:** While the Marital Property is held as tenants by the entirety, requiring mutual consent for disposition under § 3507, the \$12,500 Loan does not constitute a disposition of the property (e.g., sale or encumbrance).

Action	Requires Consent?	Applies to Loan?
Disposition (Sale, Encumbrance)	Yes, per § 3507	No
Incurring Personal Debt	No	Yes

The Loan is a personal debt obligation of Stephen J. Boerner, secured by the Marital Property but not altering its title or ownership. Pennsylvania case law, such as *Patwardhan v. Brabant*, 439 A.2d 784 (Pa. Super. 1982), clarifies that one spouse may incur personal debt without the other's consent, and if the debt benefits the marital estate (as here, by funding mortgage payments), it is marital debt subject to equitable distribution. Melissa's lack of knowledge or consent does not invalidate Stephen's lawful right to execute this Agreement.

3.3 Equitable Distribution Context – 23 Pa.C.S.A. § 3502(a)

- **Text:** “The court shall equitably divide, distribute or assign... the marital property between the parties...”
- **Application:** The Loan’s marital debt status ensures it will be equitably divided in divorce proceedings initiated in August 2024. Stephen’s unilateral execution is lawful because it preserves the Marital Property for the benefit of both parties, and courts will allocate the debt fairly, as seen in *Williams v. Williams*, 723 A.2d 191 (Pa. Super. 1998), where one spouse’s payments to preserve marital assets were credited in equitable distribution.

Statute/Case	Key Principle	Relevance to Stephen’s Authority
§ 3501(b)	Debt incurred during marriage is marital	Loan is marital debt without Melissa’s consent
§ 3507	Entireties disposition requires consent	Loan is not a disposition, consent not required
<i>Hicks v. Kubit</i> (2000)	Debt to preserve property is marital	Validates Loan as marital debt
<i>Patwardhan v. Brabant</i> (1982)	Personal debt doesn’t need consent	Supports Stephen’s right to sign
<i>Williams v. Williams</i> (1998)	Preservation credited in division	Supports Stephen’s equitable claim

Melissa’s non-involvement does not negate Stephen’s right to act, as the Loan does not diminish her interest in the Marital Property but rather protects it from loss.

Section 4: Protective Implications for Stephen J. Boerner

4.1 Preservation Credit

Stephen’s \$12,500 Loan, plus prior contributions, preserves equity in the Marital Property (initially valued at \$400,000 with a \$360,000 loan), with a projected principal balance of approximately \$342,118.83 as of March 16, 2025, warranting equitable adjustment in divorce. His total financial contributions since acquisition are summarized below:

Contribution Type	Amount	Details
Down Payment (Apr 2022)	\$40,000	Initial purchase contribution
Closing Costs (Apr 2022)	\$23,500	Paid at settlement
Payments (Oct 2024 - Jan 2025)	\$10,414.39	Mortgage and maintenance costs
Florida Rental (Oct 2023 - Aug 2024)	\$40,500	Covered 90% of lease costs
Total Contributions	\$114,414.39	

Stephen J. Boerner’s burden of the monthly delta deficit and net loss since July 22, 2024, further supports this claim that the acquisition of the loan to support a Marital Asset was the only logical course of action to protect the asset and any share distribution of proceeds from its future sale.

4.2 Marital Debt Status

The Loan’s timing (January 3, 2025, pre-divorce finalization) and purpose ensure it’s not Stephen’s sole burden, despite his signature, aligning with Pennsylvania’s presumption. Melissa’s lack of coordination and financial oversight reinforces this.

4.3 Enforcement

Priority repayment from sale proceeds (on market since July 22, 2024) and § 3505 remedies protect Stephen’s financial exposure, addressing Melissa’s non-contribution since October 2023.

4.4 Loan Scope Limitation

By restricting the Loan to costs through March 16, 2025, this Agreement ensures clarity and prevents scope creep, requiring separate agreements for future costs, safeguarding Stephen’s financial planning.

4.5 Legal Authority to Sign

Stephen’s lawful execution of this Agreement without Melissa’s consent is supported by Pennsylvania law, ensuring its enforceability and protecting his actions to preserve the marital estate during ongoing divorce proceedings initiated in August 2024.

Attachment: This Addendum is incorporated into the Bridge Loan Agreement by reference under Article 6.4.