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{
  "loanBasics": {
    "loanType": "Bridge Loan",
    "loanAmount": 12500.00,
    "loanDate": "2025-01-03",
    "interestRate": 0,
    "lenders": ["Jeffrey A. Boerner", "Carol T. Boerner"],
    "borrower": "Stephen J. Boerner",
    "referencedParty": "Melissa Bemer",
    "maritalStatus": "Married but in divorce proceedings",
    "divorceFilingDate": "August 2024",
    "divorceStatus": "Pending (not finalized as of loan date)"
  },
  "property": {
    "address": "246 N 3rd St. #4CD, Philadelphia, PA 19106",
    "units": ["Unit 4C", "Unit 4D"],
    "type": "Condo",
    "size": "1,400 sqft",
    "bedrooms": 2,
    "bathrooms": 2,
    "neighborhood": "Old City Philadelphia",
    "monthlyHOA": 813.00,
    "acquisitionDate": "2022-04-15",
    "deedExecutionDate": "2022-04-12",
    "deedEffectiveDate": "2022-04-13",
    "deedNotarizationDate": "2022-04-15",
    "ownership": "Tenants by the entirety",
    "titleHolders": ["Stephen J. Boerner", "Melissa Bemer"],
    "currentStatus": "Vacant (since 2024-10-01)",
    "listingHistory": [
      {
        "listDate": "2024-07-22",
        "listPrice": 465000.00,
        "status": "No offers as of 2025-01-03"
      },
      {
        "listDate": "2025-04-10",
        "listPrice": 389900.00,
        "status": "Active"
      }
    ],
    "foreclosureRiskDate": "2025-04-16",
    "rentalHistory": [
      {
        "period": "2023-10-01 to 2024-09-30",
        "monthlyIncome": 2800.00,
        "monthlyExpenses": 3500.00,
        "netLoss": 700.00,
        "responsibleParty": "Stephen J. Boerner"
      }
    ]
  },
  "initialPurchaseDetails": {
    "purchasePrice": 400000.00,

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"downPayment": 40000.00,
"downPaymentSource": "Stephen J. Boerner",
"initialPrincipalLoan": 360000.00,
"closingCosts": 23500.00,
"closingCostsPaidBy": "Stephen J. Boerner"
},
"currentMortgageDetails": {
  "monthlyPayment": {
    "totalAmount": 2494.13,
    "principalAndInterest": 1770.98,
    "escrow": 723.15
  },
  "principalBalanceAsOfDec172024": 343779.12,
  "projectedPrincipalBalanceMar162025": 342118.83,
  "monthlyPrincipalReduction": 553.43
},
"bridgeLoanDetails": {
  "purpose": "Prevent default and preserve marital property value
pending sale",
  "disbursementMethod": [
    {"checkNumber": 1, "amount": 3500.00},
    {"checkNumber": 2, "amount": 3500.00},
    {"checkNumber": 3, "amount": 3500.00},
    {"checkNumber": 4, "amount": 2000.00}
  ],
  "coveredPeriods": [
    {
      "periodNumber": 1,
      "startDate": "2024-12-17",
      "endDate": "2025-01-16",
      "amount": 2494.13
    },
    {
      "periodNumber": 2,
      "startDate": "2025-01-17",
      "endDate": "2025-02-16",
      "amount": 2494.13
    },
    {
      "periodNumber": 3,
      "startDate": "2025-02-17",
      "endDate": "2025-03-16",
      "amount": 2494.13
    }
  ],
  "totalMortgagePaymentsCovered": 7482.39,
  "remainingFundsAllocation": "Ongoing costs related to securing and
supporting the Marital Property until settlement",
  "allowableExpenses": [
    "Utilities",
    "HOA fees",
    "Insurance",
    "Required cleaning",
    "Property showings and related costs",
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    "Essential repairs for upkeep"
  ],
  "disallowedExpenses": [
    "Personal discretionary spending",
    "Any expense beyond specific uses stated in Agreement",
    "Any costs after March 16, 2025 mortgage statement period"
  ]
},
"repaymentTerms": {
  "interestRate": 0,
  "primaryRepaymentSource": "Sale proceeds from Marital Property",
  "repaymentPriority": "Takes priority and deducted from proceeds
before any further distribution",
  "contingencyRepayment": {
    "trigger": "If settlement proceeds inadequate to repay loan fully",
    "installments": [
      {"number": 1, "amount": 3125.00, "dueDate": "90 days post-
Settlement"},
      {"number": 2, "amount": 3125.00, "dueDate": "180 days post-
Settlement"},
      {"number": 3, "amount": 3125.00, "dueDate": "270 days post-
Settlement"},
      {"number": 4, "amount": 3125.00, "dueDate": "360 days post-
Settlement"}
    ]
  }
},
"securityAndRestrictions": {
  "collateral": "The Marital Property",
  "restrictions": [
    "Borrower shall not encumber, refinance, or impair the Marital
Property without explicit prior written approval from Lenders",
    "Borrower agrees not to transfer or assign rights in the Marital
Property to third parties without prior written consent from Lenders"
  ],
  "exceptions": ["As provided for settlement or refinancing"]
},
"defaultAndEnforcement": {
  "defaultTriggers": ["Non-payment of any installment"],
  "remedies": [
    "Lenders may pursue remedies under 23 Pa.C.S.A. Â§ 3505(b)",
    "Court may impose lien upon property or direct sale to satisfy
obligations",
    "Enforcement against both spouses' interests"
  ],
  "protectionAgainstEvasion": "Should Melissa Bemer attempt to evade
responsibility, Stephen J. Boerner retains right to seek judicial
intervention under 23 Pa.C.S.A. Â§ 3505(a)"
},
"legalClassification": {
  "loanClassification": "Marital Debt",
  "statutoryDefinition": "23 Pa.C.S.A. Â§ 3501(a) - marital property
defined as 'all property acquired by either party during the marriage'",

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    "statutoryPresumption": "23 Pa.C.S.A. Â§ 3501(b) - All property
acquired during marriage presumed to be marital property regardless of
title",
    "liabilityType": "Joint and several liability",
    "governingLaw": "Pennsylvania law (23 Pa.C.S.A. Â§Â§ 3501â€³3508)",
    "relevantCaseLaw": ["Middleton v. Middleton", "Duff v. Duff", "Biese
v. Biese"]
  },
  "financialContributions": {
    "stephen": {
      "oct2023ToPresent": 53900.00,
      "percentage": 88.5,
      "currentStatus": "PTSD/ADHD disabled (2024-03-26 home invasion), no
income, no insurance since August 2024",
      "solelyResponsibleSince": "2024-10-01",
      "monthlyExpensesBurden": "3300.00+",
      "otherSignificantContributions": [
        {
          "item": "HVAC Replacement",
          "date": "July 2023",
          "amount": 12000.00,
          "percentagePaid": 100
        },
        {
          "item": "Florida Rental (10-month lease)",
          "period": "2023-10-31 to 2024-08-31",
          "totalCost": 45000.00,
          "amountPaid": 40500.00,
          "percentagePaid": 90,
          "additionalBurden": "Move-out costs and physical effort alone"
        }
      ]
    },
    "melissa": {
      "oct2023ToPresent": 7000.00,
      "percentage": 11.5,
      "currentStatus": "Full-time nurse since December 2024, full
insurance",
      "contributingSince": "0.00 since October 2024",
      "significantFinancialActions": [
        {
          "action": "Terminated employment",
          "date": "2024-07-29",
          "consequence": "Cut Stephen's health insurance during active
PTSD treatment"
        },
        {
          "item": "Florida Rental contribution",
          "period": "Spring 2024 to Early July 2024",
          "amount": 4500.00,
          "percentageOfTotal": 10
        }
      ]
    }
  }
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    },
    "relevantLegalDoctrines": {
      "financialAbandonmentDoctrine": {
        "description": "Under PA equitable distribution, when one spouse
abandons financial responsibilities toward marital property",
        "relevance": "Melissa ceased all financial contributions since
October 2024"
      },
      "preservationCreditPrinciple": {
        "description": "Spouse who preserves marital asset value may
receive credit in equitable distribution",
        "relevantCases": ["Biese", "Martin", "Middleton"],
        "application": "Stephen's continued payment of property expenses to
prevent foreclosure"
      },
      "healthInsuranceTerminationImpact": {
        "description": "Termination of health insurance during treatment
for disability may be considered a compensable injury",
        "relevance": "Melissa terminated employment cutting Stephen's
health insurance during PTSD treatment"
      },
      "tripleNecessityFramework": {
        "components": ["Disability", "Financial emergency", "Legal
emergency"],
        "application": "Stephen's PTSD/ADHD disability, imminent
foreclosure risk, pending divorce proceedings"
      }
    },
    "legalAnalysis": {
      "classification": "Marital Debt subject to equitable distribution",
      "keyFactors": [
        "Loan obtained during marriage (divorce not final)",
        "Used exclusively for marital property preservation",
        "Benefits both spouses by maintaining asset value",
        "Necessity due to wife's cessation of contributions",
        "Fully documented and transparent purpose"
      ],
      "delawareCountyConsiderations": {
        "judicialTendency": "Focus on practical equity, especially where
one spouse preserves marital asset",
        "likelyOutcome": "Credit to husband for expenses or some form of
compensation in equitable distribution",
        "importantFactors": ["Documentation", "Proof of necessity", "Good
faith action"]
      },
      "scenarioAnalysis": {
        "nonCollateralized": {
          "natureOfDebt": "Husband personally liable to lender",
          "equitableDistributionOutcome": "Likely treated as marital in
nature since goal was asset preservation",
          "possibleRemedies": [
            "Partial or full reimbursement from wife's share of
assets/proceeds",
            "Greater percentage allocation of other assets to husband"
          ]
        }
      }
    }
  }
}
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    ]
  },
  "collateralized": {
    "natureOfDebt": "Secured by the marital property",
    "effectOnAsset": "Debt 'runs with the asset', paid at closing,
reducing net proceeds",
    "equitableDistributionOutcome": "Both spouses effectively share
the burden through reduced distribution"
  }
},
"strategicRecommendations": {
  "documentation": [
    "Maintain bridge loan agreement",
    "Keep payment schedules and bank statements",
    "Collect all receipts for mortgage, taxes, insurance, utilities",
    "Create detailed spreadsheet of all property expenses paid from
loan"
  ],
  "legalStrategy": [
    "Seek reimbursement or credit during equitable distribution",
    "Emphasize loan's exclusive use for property preservation",
    "File motion for special relief or interim expense allocation if
property remains unsold",
    "Demonstrate good faith and necessity of payments to prevent
foreclosure"
  ],
  "anticipatedDefenses": {
    "unilateralAction": {
      "defense": "Wife may argue loan was obtained without her
consent",
      "counterArgument": "Her refusal to communicate forced unilateral
action, and equitable distribution aims to prevent unjust enrichment"
    }
  }
}
}

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