



Stephen Boerner <stephen.boerner@gmail.com>

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## Listing contract

7 messages

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**Chuck Lindsay** <Chuck@centercityteam.com>  
To: Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14, 2025 at 5:01 PM

Let me know if you need any changes. Sections like mortgage aren't required to be completed.

**Charles M. Lindsay**

BHHS Fox & Roach-Center City Walnut  
530 Walnut Street, Suite 480, Philadelphia, PA 19106  
Direct: [215.440.8170](tel:215.440.8170)  
Mobile: [610.636.5285](tel:610.636.5285)  
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Email: [Chuck@centercityteam.com](mailto:Chuck@centercityteam.com)  
<http://www.CenterCityTeam.com>

**CenterCityTeam Awards**

Ranked top 5 real estate team in city of PHILADELPHIA! (2019)  
Ranked #23 real estate team in state of PENNSYLVANIA! (2019)  
Ranked #37 out of 45,000 BHHS Agents WORLDWIDE! (2018)  
2018, 2017, 2016, 2015, 2014 "America's Best Real Estate Agents" (national award by Real Trends)  
2018, 2017, 2016, 2015, 2014 PREA 100 - Top 100 RE Agents (national award by Berkshire Hathaway)  
2018, 2017, 2016, 2015, 2014 Best of Zillow/Trulia Top Agent Award  
2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010 - Top Real Estate Agent (Philadelphia Mag)

**Assistant Contact Info**

Stephanie Friend      Stephanie@CenterCityTeam.com      215.440.2093

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 **Listing\_Contract\_\_Exclusive\_Right\_to\_Sell\_Real\_Estate\_\_8\_24 (1).pdf**  
326K

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**Steve Boerner** <stephen.boerner@gmail.com>  
To: Melissa <melissaberner@gmail.com>

Sat, Mar 15, 2025 at 11:38 AM

The top priority right now is to ensure the MLS listing is reposted today at a price that accurately reflects the appropriate level, considering the factors Juliana missed and we failed to address earlier.  
I can substantiate my reasoning for Juliana, why I went the route I did, and so on - And I promise I will do so.

The first important piece of information to know is that I was prepared to transition near-seamlessly into a qualified realtor who specializes in distressed "need to sell" situations like ours.

I'm going to be direct here regarding the financial obligations we both agreed to take on jointly. Since October 1, 2024, you've effectively left me to shoulder the burden alone. This constitutes financial misconduct. I initially raised the issue politely back in September 2024, pointing out that we were facing a major problem: the loss of tenants and nearly \$3,500 in monthly costs, with \$2,800 in income about to disappear. I personally refunded the renters' security deposit in full, and

for the past six months, I've carried the entire financial burden—a situation stemming from your decision, seemingly fueled by spite and resentment toward me.

We're all struggling here; you're not alone in feeling devastated. I'm resentful, you're resentful—but let's set that aside. It's time to come together, address this property issue, and resolve it once and for all.

You criticize me for doing this or that, yet you've never objected to me covering your share of the bills every month. You've never hesitated to let me build equity for you without a single dollar contributed on your part. You treat me like a doormat, and I feel like one. Still, I am determined to set that aside and fulfill my fiduciary duty to the marital estate, as that's the right thing to do. You have the same legal obligation. I stepped in because I had no choice—if I hadn't, we'd be six more months on the market, risking foreclosure on the marital estate, which would be a devastating outcome.

Continuing with being straightforward, there's no upside in this for either of us. Starting March 17, 2025, day one of the next billing statement period for Mr. Cooper + Philadelphia prop tax (they are merged into one), I will no longer be making payments as it marks the beginning of a new billing period. If you've read my letters from last week, you're already aware of this. I've had to secure a bridge loan to cover the last three months of fixed costs, giving Juliana a chance to sell it—but let's be honest, Juliana is a snake. I wonder if you factored that into your reasoning for signing the agreement. You didn't explain your reasoning, only mentioned that you had your own. When I got under the hood and really looked at her actions, the timing, the wording, she snaked us purposely. Trust me on that. Don't empathize with her. You know I dig and I dug. She took advantage of us and our vulnerability and she attempted to secure her income first before our interests. I'm sure you see that. If you felt lost under her leadership, you're not alone. I'm taking over.

When I came to terms with all of this, it lit a fire in me. I've stepped up to take the reins as best as I can. Recognizing my limitations, I've sought help. I now have a small group of people supporting both of us—they want what's best, and emotions are not part of the equation. I've brought on advisors in every key area, along with others who are helping me stay on track with deadlines and keep everything organized. I can't do this alone.

With that, we have a top 5 brokerage team in the city now and Chuck Lindsay from the Center City Team under Berkshire Hathaway is the savior we'll lean on who came specifically recommended for the speed and precise marketing we need. And we can start today, but we have to list at \$399,000 today. The attached is a mock listing agreement. Chuck put \$389,900 on there, but wants to list for \$399,000 for 10 days.

Since I came to the city to take the photos and handle tasks Chuck ethically couldn't address until the termination agreement with Juliana was finalized, we're now able to relist the property at \$399,000. As is typical for any realtor, Juliana took all the original photos with her. So, I stepped in and took new pictures, created a 360-degree virtual tour—something Juliana absolutely should have done—prepared a detailed floor plan, and even put together a one-pager for visitors. This one-pager includes information about the condo's location, nearby grocery stores, schools, activities, and a yearly events calendar, like that Chinese festival around the corner we enjoyed so much. All of this adds value for potential buyers.

This is how it should have been, but when I dug deeper (much of which I kept to myself), what I discovered about Juliana was some of the worst handling and coordinated, systematic pricing—so bad it should be considered a crime. She disclosed none of it. Every realtor I've shared the scenario with has confirmed what I'm telling you now, even without all the details.

We need to relist today. Please review this email, check Chuck's profile, and call him if necessary.

Chuck's Cell: 610-636-5285

I trust Chuck—he came highly recommended—so let him take the lead in the conversation. H

By April 17th, we will have unpaid property taxes, mortgage, utilities, and HOA dues (4D and 4C), among other expenses. I can no longer manage these costs on my own. As of now, aside from the HOA dues, everything else is fully paid.

But starting April 17th, when payments are missed, this property will move toward default and eventually foreclosure. That said, I've already reached out to our lenders because it's best to get ahead of this situation, so they have it in their inboxes. I'll be coordinating with them this week. We will not hide from our lenders. It's in our best interest that I take the lead in coordinating around some of the special programs they offer, and I'm happy to keep you updated.

Once the bank seizes it, we'll lose all equity, and our credit will be permanently damaged.

[Chuck Lindsay Profile](#)

If you agree, the MLS is going back up at \$399,000 - just so you know, if we sell at \$370 or less, we have to cut a check and go out of pocket to sell. That is our floor. Just so you know, and that floor goes up every month we don't make

payments on the property. so now is the time to firesale and dealing with the market. after 10 days at \$399,000 we drop to \$389,000.

Today, we can list with new pictures and an updated property description at a price that will actually attract offers for negotiation. Our property is becoming increasingly difficult to sell. The Trump Tariffs are not stopping buyers. Construction costs will rise every week. The ideal buyer for us will be either duplicates of us or older individuals, not families, and certainly buyers who see the potential for \$50,000 to \$75,000 in construction starting from day one. Building up four floors without a service elevator is one reason construction costs will be high, especially with the escalating tariffs.

[read this about trump tariffs, show your dad, ask him for advice, he's in the know](#)

I'm going to give Chuck your email address because he's going to send you a version of the attached PDF, which is the markup of the listing agreement with the incorrect starting price. It's going to arrive via DocuSign, just like all the other times. I'm going to tell him right now to send it to you, and so you can take a moment to read this. But if by 3 PM, or in the middle of our afternoon, or even sooner, you could sign the listing agreement, there is no loss in doing so, only loss in not doing so.

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326K

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**Melissa** <melissabemer@gmail.com>  
To: Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 8:49 AM

Steve,

I sent this to my lawyer for review and I will also review it and follow up with you this week.

Melissa

Sent from my iPhone

On Mar 15, 2025, at 11:38AM, Steve Boerner <[stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)> wrote:

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<Listing\_Contract\_\_\_Exclusive\_Right\_to\_Sell\_Real\_Estate\_\_\_8\_24 (1).pdf>

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**Melissa Bemmer** <melissabemer@gmail.com>  
To: Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 10:05 AM

Also, do you want to take the condo? Would your parents co sign on the mortgage so you can refinance and then we could do a quitclaim deed and I can be off the mortgage and deed and you could have sole control over the property/selling/marketing and profit? We can call it even on the mortgage you paid the last 6 months? Let me know.

[Quoted text hidden]

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**Steve Boerner** <stephen.boerner@gmail.com>  
To: Chuck Lindsay <[Chuck@centercityteam.com](mailto:Chuck@centercityteam.com)>

Sun, Mar 16, 2025 at 12:45 PM

Chuck, I noticed the Seller's Disclosure is marked as completed in DocuSign, but it only has my signature. It appears Melissa is not listed as a required signer for the Seller's Disclosure.

I just want to confirm that both the Seller's Disclosure and the bundled Listing Agreement documents (consumer policy, lead paint form, listing agreement) were sent to her correctly. The Listing Agreement bundle of docs seem fine; no issues there.

However, it looks like the Seller's Disclosure might not have been sent properly. I may have misunderstood our discussion yesterday about how you were handling that as I recall you had an order to things. Just double checking to avoid delays.

**Update in General:**

As you can see, the Listing Agreement and related documents remain unsigned. Melissa informed me late last night (Sunday, March 15th) that she is exercising her right to have the Listing Agreement docs reviewed by her lawyer.

To provide the best opportunity for planning both your activities related and unrelated to the upcoming listing of my condo with you, I want to ensure clear and transparent communication between co-owners regarding the listing agreement you are being hired to execute. Her most recent response, after informing me about her lawyer's required review, was as follows:

**Written as:**

*"Also, do you want to take the condo? Would your parents co sign on the mortgage so you can refinance and then we could do a quitclaim deed and I can be off the mortgage and deed and you could have sole control over the property/selling/marketing and profit? We can call it even on the mortgage you paid the last 6 months? Let me know."*

She might not fully understand how quitclaims operate, particularly that they only transfer ownership of equity, voting rights, and related interests. They do not absolve a co-owner of their shared responsibility for debts that were jointly signed for, even if they relinquish ownership rights through a quitclaim.

I'm urging her to take immediate action and sign the listing agreement while the divorce negotiations are ongoing.

Please ensure Melissa has access to the Seller's Disclosure document in DocuSign. I will also provide her with the Seller's Disclosure outside of DocuSign. If her lawyer receives listing-related documents without the Seller's Disclosure included, it could delay our timeline due to additional requests or reviews. To prevent this, I will send her the downloaded, incomplete documents you provided in DocuSign today, Sunday, March 16th.

Long emails won't be the norm. thanks

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**Charles Lindsay** <chuck@centercityteam.com>  
To: Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 1:50 PM

Melissa has the listing contract and sellers disclosure but neither is signed yet. The completed sellers disclosure is when I sent it to you to complete, after you completed it it was sent to Melissa for signing.

***Charles M. Lindsay***

***BHHS Fox & Roach-Center City Walnut***

***530 Walnut Street, Suite 480, Philadelphia, PA 19106***

***Direct: 215.440.8170***

***Mobile: 610.636.5285***

***Fax: 888.308.1148***

***Email: [Chuck@centercityteam.com](mailto:Chuck@centercityteam.com)***

***<http://www.CenterCityTeam.com>***

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***2018, 2017, 2016, 2015, 2014 PREA 100 - Top 100 RE Agents (national award by Berkshire Hathaway)***

***2018, 2017, 2016, 2015, 2014 Best of Zillow/Trulia Top Agent Award***

***2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010 - Top Real Estate Agent (Philadelphia Mag)***

**Assistant Contact Info**

Stephanie Friend

[Stephanie@CenterCityTeam.com](mailto:Stephanie@CenterCityTeam.com)

215.440.2093

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send funds or provide nonpublic personal information by unsecured return email, do not respond to the message and immediately contact us. To notify the company of suspected email fraud, contact: [fraudreport@foxroach.com](mailto:fraudreport@foxroach.com).

On Mar 16, 2025, at 12:46 PM, Steve Boerner <[stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)> wrote:

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**Steve Boerner** <[stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)>  
To: Melissa Bemer <[melissabemer@gmail.com](mailto:melissabemer@gmail.com)>

Sun, Mar 16, 2025 at 5:00 PM

Attached is my response in full. I ask you to take it to your lawyer. And I ask that you no longer position proposals informally over email. Please keep conversation between us strictly related to the condo. This is to protect the both of us.

The most urgent topic is the relisting of the property at \$399,000 which is pending your signatures in Docusign. In my letter i state that I've attached what is in already in your Docusign. That is untrue as I'm unable to do so and it would be redundant.

What you need is accessible in Docusign, but my aleached PDF letter addresses your proposal(s) and other related topics.

Please take it seriously.

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 **3.16.2025-Response to QuitClaim Deed Transfer Recieved 3.16.25.pdf**  
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