Complete with Docusign: 246 N 3rd St - 4CD - Termination (rental+purchase contracts)

5 messages

Juliana Martell via Docusign <dse@docusign.net>   Mon, Mar 10 at 2:58 PM
Reply-To: Juliana Martell <julianamartell@gmail.com>
To: Stephen Boerner <Stephen.Boerner@gmail.com>

docusign

Juliana Martell sent you a document to review and sign.

REVIEW DOCUMENT

Juliana Martell
julianamartell@gmail.com

Hi,

Please sign accordingly - once fully executed I can remove from the MLS and all of my advertising will end.

Thank you,
Juliana

others.

Alternate Signing Method
Visit Docusign.com, click 'Access Documents', and enter the security code:
F19BB403427D46D388643C038279F5631

About Docusign
Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- Docusign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?
If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email
Report this email or read more about Declining to sign and Managing notifications.

If you have trouble signing, visit "How to Sign a Document" on our Docusign Support Center, or become part of the Docusign Community to access tips and guidance from peers.

Download the Docusign App

Steve Boerner <stephen.boerner@gmail.com>   Wed, Mar 12 at 12:20 PM
To: Juliana Martell <julianamartell@gmail.com>, Juliana Martell <martell@kurfiss.com>, <linda@kurfiss.com>

cc: Melissa Bemer, **melissabemer@gmail.com**

Dear Ms. Martell and Kurfiss Sotheby's Management,

I formally request the immediate withdrawal of the MLS listing and all marketing materials for 246 N 3rd St #4CD, Philadelphia, PA 19106, pursuant to our executed termination agreement (DocuSign Envelope ID: CAFB70A6-C3F1-41A4-8AE1-52F627951A55).

As a marital asset subject to equitable distribution under 23 Pa.C.S.A. § 3502(a), I am taking the necessary steps to preserve property value as provided under Pennsylvania law.

This notice serves as a formal request to implement our binding contract. Each day of delay in implementing this properly executed termination agreement:

     1. Interferes with the preservation of marital property as recognized under 23
     Pa.C.S.A. § 3505, which protects against actions that may diminish marital assets.

     2. Creates potential liability under Pennsylvania contract law, which requires
     timely performance of agreed-upon terms.

3. Contradicts the principles of good faith and fair dealing in real estate transactions, particularly after your brokerage drafted and executed the termination agreement.

4. Conflicting Interests & Responsibilities: Juliana Martell occupies dual roles with conflicting responsibilities - as the listing agent representing the sellers of 246 N 3rd St. #4CD and simultaneously as Vice-President of the HOA Executive Board of the Commons at New St. This dual position creates potential ethical concerns under Pennsylvania real estate regulations regarding conflicts of interest.

The DocuSign transaction record definitively establishes that this termination is binding and effective,

Explicit Termination Language: The agreement states unequivocally:

1. "As of 6:59 PM on 3/10/25, the listing contract for both rent and for sale are hereby terminated." This language, drafted by your office, established a specific termination date that has already passed.

2. Proper Execution by Required Parties: Linda Danese (Kurfiss Sotheby's representative) signed on March 10, 2025, at 2:58:09 AM ET.

3. I, Stephen J Boerner, signed on March 11, 2025, at 8:38:57 AM ET

4. The DocuSign Certificate of Completion confirms "Signing Complete" status.

5. Broker Acknowledgment: Your brokerage drafted, sent, and countersigned the agreement with the explicit termination date of March 10, 2025, at 6:59 PM ET.

In the context of pending divorce proceedings, Pennsylvania law recognizes my responsibility to take appropriate steps to preserve marital property under 23 Pa.C.S.A. § 3502(e)(1), which authorizes the preservation of marital assets. The property at 246 N 3rd St #4CD constitutes marital property as defined by 23 Pa.C.S.A. § 3501(a), requiring proper management during the divorce process.

I am proceeding with appropriate preservation actions as recognized in Pennsylvania case law regarding marital property. Pennsylvania courts have consistently held that spouses have a duty to protect marital assets during divorce proceedings, and my actions align with these established principles.

Kindly confirm by 5:00 PM ET(end of business day) today, March 12, 2025, that:

1. The listing has been withdrawn from MLS.
2. All marketing activities have ceased.
3. All signage has been removed from the property.

This correspondence is being preserved as documentation of my efforts to protect marital property and will be referenced in court proceedings if necessary. Continued non-compliance with our executed termination agreement may result in additional legal actions to enforce the contract and protect the marital estate.

I appreciate your prompt attention to this matter.

Sincerely,

Steve Boerner <stephen.boerner@gmail.com>　　　　　　　　　　　　Wed, Mar 12 at 12:20 PM
To: Carol Boerner <carolboerner1@gmail.com>

　[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>　　　　　　　　　　　　Wed, Mar 12 at 12:20 PM
To: Jeffrey Boerner <jeffreyboerner@gmail.com>

　[Quoted text hidden]

Jeffrey Boerner <jeffreyboerner@gmail.com>　　　　　　　　　　　　Wed, Mar 12 at 3:29 PM
To: Steve Boerner <stephen.boerner@gmail.com>

　I can't see how anyone can argue with this. From their standpoint what could possibly be the point of not agreeing.
　Nice job!
　DaD
　[Quoted text hidden]