

residence will be solely responsible for the mortgage payment, real estate taxes, and homeowners' insurance. Similarly, the trier-of-fact shall assume that the party occupying the marital residence will be paying the items listed" Pa.R.C.P. 1910.16-6(e), as amended by 2021 PENNSYLVANIA COURT ORDER 0028 (C.O. 0028). "Mortgage" shall includes first mortgages, subsequent mortgages, and other marital obligations secured by the marital residence. Pa.R.C.P. 1910.16-6(e)(4), as amended by 2021 PENNSYLVANIA COURT ORDER 0028 (C.O. 0028).

Based on the above, Husband was responsible for paying the expenses associated with the marital property while he was living there alone. Therefore, within thirty (30) days of the date of this Order, Husband shall make payment to Wife in the amount of \$8,389.42. This shall not prejudice Husband from arguing for credit at the time of the Equitable Distribution hearing.

The parties have also come to an agreement regarding the martial property moving forward, the terms of which are as follows. The Court notes that this agreement was placed on record on September 24, 2021 and therefore, the deadlines set forth below are based on a September 24, 2021 start date.

Neither party shall live in the martial residence.

For thirty (30) days, Wife shall list the marital property for sale on her own, without a realtor, for \$425,000. If no reasonable offers are made within fourteen (14) days of listing the property, the sale price shall be reduced to \$395,000. Husband shall sign the disclosure agreement on September 24, 2021. Any offers made will be communicated by Wife to Husband within forty-eight (48) hours and Husband and Wife

shall jointly make a decision on whether to accept the offer within forty-eight (48) hours after Husband receives notice. Wife shall provide Husband with advance notice of any showings by text message and Husband will not be present for any showings.

If no Agreement of Sale is executed within thirty (30) days of Wife listing the property, Wife shall list it with Benjamin Boyles at Kimble Realty and the parties shall follow all recommendations made by him.

All martial items shall remain in the marital residence until the time of sale. Each party shall remove their personal property from the marital residence by October 1, 2021.

Within forty-eight (48) hours, Husband shall provide Wife with the keys to the garage and tool shed.

Until the time of sale, Husband and Wife shall equally divide the payment for the mortgage, taxes, insurance, and other expenses such as utilities associated with the marital residence.

Husband will be responsible for the mowing, weed whacking, mulching, and otherwise maintaining the exterior landscaping of marital residence. Husband will take care of chickens and ducks until time of sale.

Husband shall hire a third party to handle electrical issues.

These terms shall not prejudice either party from arguing for credit at the time of the Equitable Distribution hearing.

ORDER

AND NOW, this 15th day of **October, 2021**, for the reasons set forth above, and based on the parties' agreement it is hereby **ORDERED** and **DIRECTED** as follows:

Within thirty (30) days of the date of this Order, Husband shall make payment to Wife in the amount of \$8,389.42. This shall not prejudice Husband from arguing for credit at the time of the Equitable Distribution hearing.

Neither party shall live in the marital residence.

For thirty (30) days from September 24, 2021, Wife shall list the marital property for sale on her own, without a realtor, for \$425,000. If no reasonable offers are made within fourteen (14) days of listing the property, the sale price shall be reduced to \$395,000. Husband shall sign the disclosure agreement on September 24, 2021. Any offers made will be communicated by Wife to Husband within forty-eight (48) hours and Husband and Wife shall jointly make a decision on whether to accept the offer within forty-eight (48) hours after Husband receives notice. Wife shall provide Husband with advance notice of any showings by text message and Husband will not be present for any showings.

If no Agreement of Sale is executed within thirty (30) days of Wife listing the property, Wife shall list it with Benjamin Boyles at Kimble Realty and the parties shall follow all recommendations made by him.

All marital items shall remain in the marital residence until the time of sale. Each party shall remove their personal property from the marital residence by October 1, 2021.

Within forty-eight (48) hours of September 24, 2021, Husband shall provide Wife with the keys to the garage and tool shed.

Until the time of sale, Husband and Wife shall equally divide the payment for the mortgage, taxes, insurance, and other expenses such as utilities associated with the marital residence.

Husband will be responsible for the mowing, weed whacking, mulching, and otherwise maintaining the exterior landscaping of marital residence. Husband will take care of chickens and ducks until time of sale.

Husband shall hire a third party to handle electrical issues.

These terms shall not prejudice either party from arguing for credit at the time of the Equitable Distribution hearing.

BY THE COURT,

Ryan M. Tira, Judge

RMT/ads

cc: Christina Dinges, Esq.
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