

File# 1114026-00674

WHEN RECORDED RETURN TO:

Aarsh H. Shah and Hetalkumar Shah
4701 creekside circle, apt 101
Owings Mills, MD 21117

Parcel ID# 22-02-0867-053

Title Insurer: Title Resources Guaranty Company

THIS DEED, Made this 3rd day of June, 2026, by and between **Josue de la Torre and Henry A. Diecker**, parties of the first part, Grantors, and **Aarsh H. Shah and Hetalkumar Shah**, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of **Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00)** and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said parties of the second part, **as joint tenants, and not as tenants in common**, their assigns, the survivor of them, and the heirs, Personal Representatives and assigns of the survivor in fee simple, all that lot or parcel of ground situate in **Baltimore City**, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Unit R-31, Building D, in the Horizontal Property Regime known as "Harbor Way Condominium", and being part of all that property more particularly described in a Declaration dated April 8, 1985 and recorded among the Land Records of Baltimore City in Liber SEB 497, folio 1 and also as shown on the Records Plat entitled "Condominium Plat-Harbor Way Condominium", consisting of 4 sheets (the Plats) prepared by Whitman, Requardt and Associates, dated May 11, 1984, which plats are recorded among the Land Records of Baltimore City in Plat Book SEB 151.

Together with the improvements and appurtenances and subject to and with the benefits of the provisions of said Declaration aforesaid.

FOR INFORMATIONAL PURPOSES ONLY: The improvements thereon are known as No. 138 West Barre Street #R31.

BEING the same property which by Deed dated **January 19, 2023**, and recorded among the Land Records of Baltimore City in **Liber 25643, folio 10**, was granted and conveyed by **Charles F. Schnitzlein, Jr. and Diana L. Schnitzlein** unto **Josue de la Torre and Henry A. Diecker**, the Grantors herein.

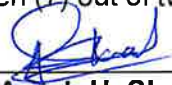
TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

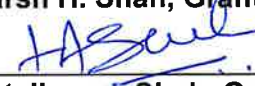
TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, **as joint tenants, and not as tenants in common**, their assigns, the survivor of them, and the heirs, Personal Representatives and assigns of the survivor, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

AFFIDAVIT OF GRANTEE(S) PRIMARY RESIDENCE

Aarsh H. Shah and Hetalkumar Shah, Grantee(s) in the within Deed from **Josue de la Torre and Henry A. Diecker**, as Grantor(s), hereby certify under the penalties of perjury, that the land conveyed in said deed is residentially improved owner-occupied real property and that the residence will be occupied by us at least seven (7) out of twelve (12) months of any future period.

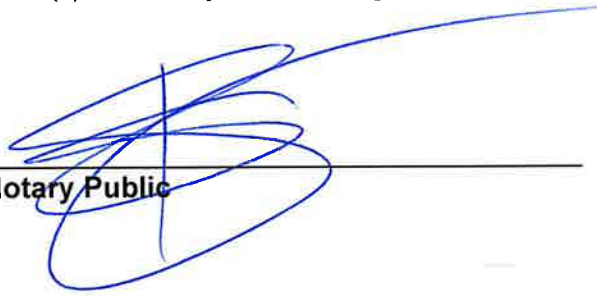

_____(SEAL)
Aarsh H. Shah, Grantee


_____(SEAL)
Hetalkumar Shah, Grantee

STATE OF MARYLAND, CITY/COUNTY of Baltimore, to wit:

I HEREBY CERTIFY, That on this 3rd day of June, 2026,
before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Aarsh H. Shah and Hetalkumar Shah, the within Grantee(s), and they acknowledged the foregoing instrument to be their act.

AS WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires: _____



Kimberly A. Puller
NOTARY PUBLIC
Anne Arundel County
State of Maryland
My Commission Expires
February 19, 2029

138 West Barre Street Unit R31,

Baltimore, MD 21201

**AFFIDAVIT OF GRANTEES AS
FIRST-TIME MARYLAND / OWNER OCCUPIED HOME BUYERS**

The undersigned each state under oath, and under penalties of perjury, as follows:

1. Each of the undersigned is a Grantee of residentially improved real property located at **138 West Barre Street Unit R31, Baltimore, MD 21201**, being more particularly described herein.
2. Each of the undersigned is either (select one and initial):

☒ AS HS

- (a) first-time Maryland home buyer, defined as an individual who has never owned in the State residential real property that has been the individual's principal place of residence,
- (b) **AND** the residence will be occupied by the Grantee as the Grantee's principal residence for at least 7 months of the 12 month period immediately following this conveyance.

OR

☐ _____

- (a) co-maker or guarantor of a purchase money mortgage or purchase money deed of trust as defined in §12-108(i) for the property
- (b) **AND** who will not occupy the residence as the co-maker's or guarantor's principal residence.


Aarsh H. Shah, Grantee


Hetalkumar Shah, Grantee

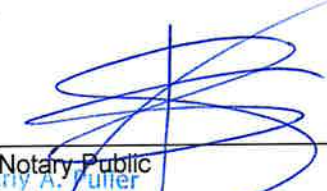
STATE OF MARYLAND, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, That on this 3rd day of June, 2026, before me, the subscriber, a Notary Public of the State and jurisdiction aforesaid, personally appeared **Aarsh H. Shah and Hetalkumar Shah**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

My Commission Expires:




Notary Public
Kimberly A. Fuller
NOTARY PUBLIC
Anne Arundel County
State of Maryland
My Commission Expires
February 19, 2029

**CITY OF BALTIMORE, MARYLAND
TRANSFER TAX
CERTIFICATION OF OWNER-OCCUPIED STATUS**

I (we), Aarsh H. Shah, Hetalkumar Shah do hereby certify and affirm under penalties of perjury that I (we) have purchased property in the City of Baltimore known as 138 West Barre Street Unit R31, Baltimore, MD, 21201 which I (we) shall occupy as my (our) principal residence for at least 7 of the 12 months immediately following this conveyance.

 _____ SIGNATURE	 _____ DATE
---	---

 _____ SIGNATURE	 _____ DATE
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PRIVATE WELL SAFETY ACT OF 2023 CERTIFICATION

Property address: 138 West Barre Street Unit R31 Baltimore MD 21201

The Property may be serviced by a PRIVATE WELL. Maryland Annotated Code, Real Property Article §10-713 ("the code"), requires that a contract for the sale of real property on which a PRIVATE WELL is located include a provision requiring, as a condition of the sale, that the purchaser ensure that water quality testing be conducted, unless waived in writing by the Purchaser. Under the Code " 'PRIVATE WELL' MEANS A PRIVATE OR DOMESTIC WATER SUPPLY WELL THAT IS A SOURCE OF PORTABLE WATER".

More information regarding PRIVATE WELL safety can be found at the Maryland Department of the Environment website:

https://mde.maryland.gov/programs/Water/Water_Supply/Pages/Be_Well_Wise.aspx

Under the Code, settlement on the contract for the sale of the real property may not occur until the vendor (seller) and the purchaser have each certified in writing that they have received and reviewed the results of the water quality testing requested by the purchaser.

By initialing and signing below, the parties hereby certify, declare and affirm the following:

1.) CERTIFICATION OF WAIVER OF THE PRIVATE WELL SAFETY ACT OF 2023:

The undersigned parties hereby certify to Mid-Atlantic Settlement Services LLC and Title Resources Guaranty Company that they have waived the water quality testing requirements at or before closing:

Buyer

Seller (Vendor)

2.) CERTIFICATION OF COMPLIANCE OF THE PRIVATE WELL SAFETY ACT OF 2023:

The undersigned parties hereby certify to Mid-Atlantic Settlement Services LLC and Title Resources Guaranty Company that they have both received and reviewed the results of the water quality testing and agree to move forward with closing and consummation of the contract of sale notwithstanding those results:

Buyer

Seller (Vendor)

3.) CERTIFICATION OF NON-APPLICABILITY OF THE PRIVATE WELL SAFETY ACT OF 2023:

The undersigned parties hereby certify to Mid-Atlantic Settlement Services LLC and Title Resources Guaranty Company that the Private Well Safety Act of 2023 (Md. Code, Real Prop. §10-713) does NOT apply to the above-captioned property:

AS HS
Buyer

[Signature] MAJ
Seller (Vendor)

By signing below, Purchaser and Seller hereby understand that unless otherwise specifically established, a contract of sale is not rendered invalid by the omission of any statement, disclosure, or notice relating

to the PRIVATE WELL SAFETY ACT OF 2023, and thereby hold harmless Mid-Atlantic Settlement Services LLC and Title Resources Guaranty Company from any failure to inform the parties of the above requirements. Mid-Atlantic Settlement Services LLC and Title Resources Guaranty Company have no knowledge of the water quality inspection or test results or responsibility for obtaining same, and title insurance provided in this transaction does not include coverage for the quality or potability of the PRIVATE WELL serving the Property.

Dated: 6/3/26



Purchaser



Purchaser

Dated: 6-3-2026



Seller (Vendor)



Seller (Vendor)

**Seller's Affidavit of Compliance with Maryland Renter's Rights and Stabilization Act HB 693 (2024)
Real Property Article §8-119 - Statewide Tenant's Right of First Refusal**

Property Address: 138 West Barre Street Unit R31 Baltimore, MD 21201

The undersigned under penalties of perjury states as follows:

(INITIAL ONLY ONE)

Option 1) _____ (Initials) _____ (Initials)

The above property is a residential rental property as defined in the Act and the seller has complied with all the requirements contained within the Renter's Rights and Stabilization Act of 2024 (Maryland Real Property §8-119)

OR

Option 2) JD (Initials) HA (Initials)

The above property is exempt from the Renter's Rights and Stabilization Act of 2024 (Maryland Real Property §8-119)

Witness:

[Signature]
[Signature]
MD

Josue de la Torre
Josue de la Torre, Seller
Henry A. Diecker
Henry A. Diecker, Seller

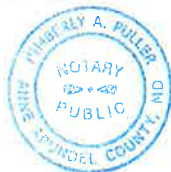
STATE OF _____
COUNTY OF Baltimore, to-wit:

On this 3rd day of June, 2026, before me, the undersigned Notary Public, personally appeared Josue de la Torre and Henry A. Diecker, to be known to me (or satisfactorily proven) to be the individual who executed the foregoing Affidavit and executed the said instrument as her/his free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires: _____

Notary Public [Signature]



Kimberly A. Puller
NOTARY PUBLIC
Anne Arundel County
State of Maryland
My Commission Expires
February 19, 2029

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2026

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Henry A. Diecker

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

138 West Barre Street Unit R31, Baltimore MD 21201

3. Reasons for Exemption

Resident Status



As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.



Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf

Principal Residence

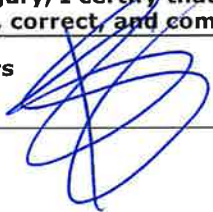


Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness



Henry A. Diecker

Name

06/03/2026

**Date


Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

06/03/2026

Name

**Date

Title

**Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

MARYLAND
FORM
WH-AR

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2026

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Josue de la Torre

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

138 West Barre Street Unit R31, Baltimore MD 21201

3. Reasons for Exemption

Resident Status



As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.



Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf

Principal Residence

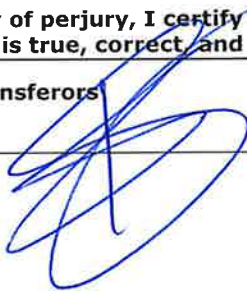


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Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness



Josue de la Torre

Name

06/03/2026

**Date

Signature



3b. Entity Transferors

Witness/Attest

Name of Entity

By

06/03/2026

Name

**Date

Title

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To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

WITNESS the hands and seals of the within Grantors:

WITNESS:





x  (SEAL)

Josue de la Torre

x  (SEAL)

Henry A. Diecker

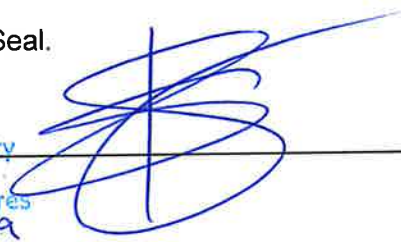
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AS WITNESS my hand and Notarial Seal.



Kimberly A. Puller
NOTARY PUBLIC
Anne Arundel County
State of Maryland
My Commission Expires
February 19, 2029



Notary Public

My Commission Expires: _____

Prepared by:
Mid-Atlantic Settlement Services LLC
4 North Park Drive, Suite 205
Hunt Valley, MD 21030
410-252-1208
File# 1114026-00674

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Supreme Court of Maryland.

Lisa O'Doherty, Attorney