

Straightforward Thinking.

1425 Spruce Street, Suite 100 Philadelphia, PA 19102-4503 (215) 735-1910 (866) 677-5970

[Date]

«Property_Owner» OPA#: «BRT»

Payment Due Date: «Payment Due Date»

NOTICE OF MATERIAL BREACH

Dear «Property Owner»:

You were previously notified in writing that you were in risk of material breach of the Owner Occupied Payment Agreement ("Agreement") you entered into with our office for the repayment of certain City and School District of Philadelphia delinquent real estate taxes, including additions, penalties, interest, costs, fees, expenses and attorney fees ("Real Estate Tax Liabilities"). Our records show that you have failed to pay the amount required to become current on the Agreement.

As of the date of this letter, you are in material breach of the Agreement. In order to cure the material breach and avoid a default of your Agreement, we must receive the Total Cure Amount Due by the Payment Due Date, both set forth below. The Total Cure Amount Due represents any missed payments plus all current and future monthly payments that will become due by the Payment Due Date. After that Due Date you will be in DEFAULT on your Agreement and it will become void.

Total Cure Amount Due: «Cure Amount Due»

Due Date: «Payment_Due_Date»

How to Pay: Pay by check, money order, or other certified funds.

Make payable to "City of Philadelphia." Include the OPA number on your payment.

Where to Pay:

In Person and Via Regular Mail:	Via Regular Mail:	Via Overnight Mail:
GRB Law	City of Philadelphia	City of Philadelphia
1425 Spruce Street	GRB Collections	Department of Revenue
Suite 100	PO Box 781087	101 Independence Mall East
Philadelphia, PA 19102	Philadelphia, PA 19178	Attn: Lockbox #1087
- '	-	Philadelphia, PA 19106

- ➤ If the Total Cure Amount Due is not received by the Payment Due Date, your Agreement will be declared in default. This means the Agreement will no longer be in effect, you will not have the right to cure, all penalties and interest that have been tolled or waived pursuant to the terms of your Agreement will be added to your balance due and you may not be entitled to any additional payment plans.
- **Litigation may be resumed or initiated against you or the property to collect the Real Estate Tax** Liabilities due.
- ➤ If you have been declared to be in material breach of the Agreement twice within a thirty-six (36) month period, a third (3rd) material breach during that thirty-six (36) month period will result in a default of the Agreement without the right to cure.
- ❖ LITIGATION MAY RESULT IN YOUR HOME EVENTUALLY BEING SOLD AT SHERIFF'S SALE
 - ➤ If you can no longer afford to make your monthly payment under the Agreement due to a change in income or other change in circumstances, you may request a modification of the Agreement. To request a modification of the Agreement, you must contact our office by telephone at 1-866-677-5970, in writing or in person at 1425 Spruce Street, Suite 100, Philadelphia, PA 19102. If you request a modification, that does not stop the breach and default process. You are still required to pay the Total Amount Due by the Payment Due Date, plus any additional amounts that become due under the Agreement while the modification request is being considered.
 - There are Agencies Which May Be Able to Advise You.

To further assist you, we are enclosing a Philadelphia Taxpayer Assistance Brochure, which contains a list of housing counseling agencies and legal service agencies that may be able to advise you about your real estate taxes for free if you are eligible. The Brochure also includes other important information regarding your Real Estate Tax Liabilities and other options which may help – Read It Carefully.

If you have any questions, our customer service representatives are prepared to assist you between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday. Please have your OPA number or a copy of this letter available.

Sincerely, GRB Law

Enclosure (Taxpayer Assistance Brochure)

<u>Please be advised that this notice is an attempt to collect a debt</u> and any information obtained may be used for that purpose.