

OFFER SUBMISSION CHECKLIST

Combine items below in 1 PDF document and submit to the website below.

Note: To combine single PDF pages to one file you can do so for Free at www.ilovepdf.com

_____ (1) Must use C.A.R. Residential Probate Purchase Agreement & Joint Escrow Instructions (REQUIRED) - Must include Buyers Vesting at paragraph 16

_____ (2) Proof of funds to close - dated within last 30 days (REQUIRED).

_____ (3) A deposit of 10% of your Purchase Offer is required and must be Submitted by 2:00 pm on the next business day AFTER acceptance.

_____ (4) "Liquidated Damages" Use Liquidated Damages Addendum. (REQUIRED). Form is attached.

_____ (5) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached

_____ (6) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).

_____ (7) "Probate Compensation Agreement - Signed by agent only (REQUIRED)

Many of our clients require that their properties be listed in the MLS for 5 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the 5 day period ends. **DO NOT Plan on getting a Counter Offer.** Submit your Highest and Best offer up front.

Offers submitted without any item that is listed as "Required" above, will be presented to the Seller but will most likely be **REJECTED**.

TRUSTED REALTY ADVISORS (909)862-0102 CAL BRE No. 00820556

OFFER MUST BE SUBMITTED ONLINE AT

www.TrustedRA.com/Booth

ADDENDUM NO. 1

Addendum to: Probate Purchase Agreement And Joint Escrow Instructions
Between the signers hereto, and dated on or before date hereof

Property Address: 2439 Booth Road, Landers, CA 92285

In the event of a conflict between the wording of this Addendum and the Probate Purchase Agreement and Joint Escrow Instructions, this addendum shall apply. This Addendum significantly modifies the Purchase Agreement, read this carefully.

LIQUIDATED DAMAGES, CONTINGENCY TIME PERIODS, CONTINGENCY REMOVAL

(1) The 10% initial deposit stated in the Purchase Agreement shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of whom is holding said deposit, and regardless of whether the deposit instrument has been deposited. Buyer and Seller to sign a separate Liquidated Damages Addendum that is attached hereto and incorporated herein by reference.

(2) Sale is **not** contingent upon Buyer's approval of condition or other matters affecting property. Paragraphs 13B, 14A, 14B, 14C, 17B(1), 17B(2), and 17B(3) shall be deemed to have been removed from the Probate Purchase Agreement, and are no longer applicable. **There are no inspection periods after acceptance.** Buyer acknowledges that Buyer has had the opportunity to inspect the property **prior to** signing this Addendum. Buyer is aware that property needs substantial repairs. By signing this Addendum, Buyer represents that Buyer has sufficient knowledge and funds to accept the high level of risk associated with this purchase. Buyer accepts **all risks** related to Buyer's limited ability to determine the condition of major systems of a mobile home, including but not limited to, plumbing, septic(if applicable), electric, foundation, heating and air conditioning.

(3) Buyer does not have a Loan Contingency or Appraisal contingency.

(4) Any addition or deletion of any Buyer shall require Seller's written approval.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

REPAIRS, REPORTS, DISCLOSURES

(5) Seller will make **no repairs** or give any credits for repairs, Seller will not pay for any inspections and/or certifications, including for wood destroying pest (termites), Septic tank or Home Warranty Plans of any kind. Seller will not pay for Environmental or C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections, reports, or Home Warranties at Buyer's expense.

(6) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum, at Buyer's request, to review the items listed in this paragraph. Items listed are available at www.TrustedRA.com/Booth

- (A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 07/13/2017. Consisting of 3 pages. Buyer approves items contained in said disclosure.
- (B) Natural Hazards Disclosure Report and California Tax Disclosure Report Number 2128917, prepared by JCP-LGS Residential Property Disclosure Reports, dated 07/05/2017. Consisting of 35 pages. Buyer approves items contained in said disclosure.
- (C) Exempt Seller Disclosure signed by Seller on 07/07/2017. Consisting of 1 page. Buyer approves items contained in said disclosure.
- (D) Manufactured Home Advisory Addendum and Release. Consisting of 1 page. Buyer approves items contained in said Advisory Addendum
- (E) Water Heater Statement of Compliance signed on 07/07/2017. Consisting of 1 Page. Buyer approves items in said disclosure.
- (F) Water - Conserving and Plumbing Fixtures and Carbon Monoxide Detector Notice signed on 07/07/2017. Consisting of 2 pages. Buyer approves items in said Notice.

(7) This is a Probate sale and Seller is *exempt* from completing a Real Estate Transfer Disclosure Statement. Seller *will not* provide a Seller Property Questionnaire, Smoke Detector disclosure, Carbon Monoxide Notice, Water Conserving Plumbing Fixtures, Water Heater, Megan's Law (in contract), Market Condition Report, Statewide Buyer and Seller Advisory (SBSA) or any other disclosure listed on the Probate Advisory as exempt.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

(8) Seller shall have the right to refuse to sign any document **that is not** specifically required by Federal, State or Local law. These documents shall include, but not limited to: Selling Agent Office Disclosures, Addendums, Agreements and/or Advisories. All Buyer and Seller Disclosures are to be signed and returned no later than **8** days after acceptance.

POSSIBLE CODE ENFORCEMENT VIOLATIONS

(9) Buyer is advised that there may be existing or future Code Enforcement Violations pertaining to the property. By signing this Addendum, Buyer agrees to close escrow subject to any and all code enforcement violations that may exist at closing.

ESCROW

(10) Escrow holder to be First American Title Company in Redlands. Escrow Number 5493278. Escrow Officer to be Cheryl Zanini. Contact info: czanini@firstam.com (909) 380-8776. 1855 West Redlands Blvd, Suite 100, Redlands. Buyer and Seller to each pay their own escrow fees and charges. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller's choice.

(11) Initial Deposit of 10% of purchase amount is to be received by the escrow holder no later than 2:00 PM on the **next** business day after the day of acceptance. ***Failure to comply with this paragraph shall be deemed a default by Buyer.*** Seller shall be entitled to receive from Buyer an amount equal to stated deposit amount as Liquidated Damages.

(12) Any amounts owed prior to close of escrow for liens recorded with the County Recorder are to be paid at closing from Seller's proceeds. Buyer is to be responsible after close of escrow for all costs incurred in activating utility services to the property.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

TITLE INSURANCE

(13) Buyer has the option to obtain title insurance from any provider, at buyers expense. If provided by First American Title Company, then Seller will pay for standard owner's policy insuring the land only. Buyer acknowledges that Preliminary title report number 06235493278 prepared by First American Title Company, consisting of 14 pages, with an effective date of June 28, 2017 at 7:30 AM, has been made available for Buyer to review at www.TrustedRA.com/Dallas , prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in said report **except** for exceptions to coverage item **6**, any additional items affecting Seller or the property that may be added prior to closing. Current year Property Taxes are to be prorated between Buyer and Seller by escrow Holder at closing,.

PROBATE PROCEEDINGS

(14) The Estate of William J. Van Camp, aka William J. Van Kamp, Decedent, is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case No. PROPS 1600194.

(15) **The Seller herein is:** Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of William J. Van Camp, aka William J. Van Kamp, Deceased, as authorized by Court Order issued by the Superior Court of California, County of San Bernardino on May 9, 2017. In all documents pertaining to the sale of the subject property, Edward E. Harter, is signing and/or initialing in his capacity as Administrator of said estate. If Edward E. Harter is unavailable to sign any documents pertaining to the sale, then Robert H. Shaw or Michael J. Smith, may sign on behalf of the Coroner and Public Administrator. No separate Representative Capacity Signature Disclosure will be signed by the Seller.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

(16) Seller intends to sell the property by using the Notice of Proposed Action procedure as provided for in the California Probate Code. Buyer agrees to close escrow **within 7 calendar days** after the date of the Proposed Action as will be stated in the Notice of Proposed Action at its paragraph #3. Buyer and Buyer's agent will be sent a copy of the Notice of Proposed Action. Exact escrow time period cannot be determined but, is anticipated to be about 30 days after acceptance of the Purchase Agreement by the Seller. If the Seller receives an **objection** to the Notice of Proposed Action, then paragraphs (16A) and (16B) below shall be applicable.

(A) Sale is contingent upon Seller obtaining an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. This contingency is for the benefit of the Seller exclusively. A court hearing is required to obtain said Order. Competitive bidding is allowed at the Court Confirmation hearing. The minimum competitive overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500.

(B) Buyer agrees to close escrow within **7 calendar days** after receipt by Buyer's agent of a copy of a Court Order Confirming Sale of Real Property. If a Court Order Confirming Sale of Real Property becomes necessary the escrow period will be approximately an additional 60 days.

PERSONAL PROPERTY / MANUFACTURED HOME

(17) Buyer acknowledges that the double wide manufactured home located on the property is not believed to be attached to a permanent foundation as defined by the California Department of Housing and Community Development hereafter referred to as "HCD". The manufactured home is considered to be a Chattel installation - neither a fixture nor an improvement to real property. Buyer is advised that mortgage lenders typically require that a manufactured home be attached to a permanent foundation approved by "HCD" as a condition of providing financing secured by the property. Some other personal property and debris of unknown monetary value is present. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property and debris remaining on or in the property at close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to close of escrow.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

OTHER PROVISIONS

(18) Buyer accepts responsibility for installing Carbon Monoxide Detector(s), Smoke Detector(s), strapping water heater, and installing Water-conserving plumbing fixtures after close of escrow.

(19) Possession & occupancy shall be delivered to Buyer on the day that escrow closes by 6:00 PM.

(20) Sale is contingent upon any existing liens and mortgages being paid off from Seller's proceeds without any additional contribution to escrow by Seller. This contingency exists for the benefit of the Seller exclusively.

(21) Buyer does not intend to occupy the Property as Buyer's primary residence.

(22) Any notices to Buyer shall be delivered via email to Buyer's agent, except as required by California Probate Code.

HEADINGS

(23) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Buyer's Initials _____

Seller's Initials _____

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

**Seller: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator
for the for the Estate of William J. Van Camp, aka, William J. Van Kamp.**

Property Address: 2439 Booth Road, Landers, CA 92285

The following Liquidated Damages Provision is hereby incorporated in and made a part of the Probate Purchase Agreement and Joint Escrow Instructions.

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Should it become necessary pursuant to provisions of the California Probate Code to obtain Superior Court Confirmation of this sale, upon confirmation by the Court the provisions of the Liquidated Damages Addendum shall no longer apply, and the provisions of California Probate Code shall apply. In the event of a default by the Buyer after Court Confirmation, Buyer is advised that damages owed to the Seller will be determined by the Court, and may exceed the deposit amount.

The undersigned have read and acknowledge receipt of a copy of this Liquidated Damages Addendum.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

**Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator
for the Estate of William J. Van Camp, aka William J. Van Kamp**

BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 2439 Booth Rd, Landers, CA 92285

California Regional Multiple Listing Service, Listing # EV17154935

SELLER: Edward E. Harter, Jr, Deputy Director of Coroner and Public
Administrator for the Estate of William J. Van Camp,
aka William J. Van Kamp

Trusted Realty Advisors has an Exclusive Listing with the Seller. From compensation that Seller has agreed to pay to Trusted Realty Advisors under said Exclusive Listing Agreement, Trusted Realty Advisors makes a unilateral offer of compensation to any cooperating broker to compensate them an amount equal to 2.0% of the final selling price of the property. Offer of compensation is subject to all of the following conditions:

- (a) an actual sale is made
- (b) if court confirmation or approval is required, the sale is confirmed or approved by the court as required
- (c) the sale is consummated

No offer of compensation is being made, and no compensation will be paid to any cooperating broker if any of the following apply:

- (a) the agent or broker, directly or indirectly, is the purchaser of the property. (california probate code section 10160.5)
- (b) the agent or broker representing the purchaser has any interest in the purchaser. (california probate code section 10160.5)

UNCONFIRMED COOPERATING BROKERS

The broker that submits the original purchase agreement for which a hearing for court confirmation is held, shall not receive any compensation if the court confirms a sale on an increased bid, made at the time of the hearing, to a purchaser other than the purchaser in the original purchase agreement for which the hearing for court confirmation was held.

The undersigned Broker or licensed agent representing a Broker, agrees to and accepts the offer of compensation as stated above, and agrees that in any action, proceeding, or arbitration arising out of this agreement, that Trusted Realty Advisors shall be entitled to recover reasonable attorney fees and costs from cooperating broker.

Cooperating Broker Company Name: _____

Agent Signature _____ Date Signed _____



MANUFACTURED HOME ADVISORY
ADDENDUM AND RELEASE
(C.A.R. Form MHA, 4/07)

- 1. PARTIES AND PROPERTY: This is an addendum to the Manufactured Home Purchase Agreement and Joint Escrow Instructions ("Agreement"), dated ... on property known as 2439 Booth Road, Landers, CA 92285
2. SALE OF USED MANUFACTURED HOME OR MOBILEHOME: As provided in California Health and Safety Code §§18025 and 18046 and California Civil Code §1102, a used manufactured home or mobilehome may be sold in its present physical condition when using a real estate licensee or a dealer licensed under the Health and Safety Code so long as certain disclosures are made.
3. OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME: Even though a manufactured home or mobilehome may be sold in its present physical condition, the Mobilehome Parks Act (Health and Safety Code §§18200 through 18700) prohibits the occupancy of a manufactured home or mobilehome wherever located and any recreational vehicle located in a mobilehome park not meeting certain standards.
4. RELEASE AND HOLD HARMLESS: Broker and Dealer recommend Buyer obtain an inspection to determine if the Property is in compliance with these requirements. Broker and Dealer do not have expertise in this area. Buyer agrees to: release, indemnify, defend and hold Broker, Dealer and Seller harmless from all claims, disputes, litigation, judgments, costs and attorney fees arising from Buyer's occupancy of the Property if it is in violation of Health and Safety Code §18550.

By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Manufactured Home Advisory Addendum and Release. Buyer and Seller are encouraged to read it carefully.

Date BUYER (Print name) Date BUYER (Print name)

(Address) Date SELLER X (Print name) 175 S Lena Rd, San Bernardino, CA 92415-0037

Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of William J. Van Camp, aka William J. Van Kamp.

Real Estate Broker or Dealer (Selling Firm) BRE or HCD Lic. # By BRE or HCD Lic. # Date Address City State CA Zip Telephone Fax E-mail Real Estate Broker or Dealer (Listing Firm) Trusted Realty Advisors BRE or HCD Lic. # 00820556 By Jim Trammell and Mell Hargo BRE or HCD Lic. # 00820556 Date Address 7241 Palm Ave., Suite 200 City Highland State CA Zip 92346-3294 Telephone (909)862-0102 Fax E-mail TrustedRA@gmail.com

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2007, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

MHA 4/07 (PAGE 1 OF 1)

Reviewed by Date



MANUFACTURED HOME ADVISORY ADDENDUM AND RELEASE (MHA PAGE 1 OF 1)