

OFFER SUBMISSION CHECKLIST

Email the items below in 1 PDF document to : TrustedRA@gmail.com

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 Income Purchase Agreement (RIPA) (REQUIRED)**
- _____ (2) Proof of funds to close - dated within last 30 days (REQUIRED).**
- _____ (3) A deposit of 10% of your Purchase Offer is required.**
- _____ (4) Must include a lender's DU Approval with Offer. (REQUIRED)**
- _____ (5) Lead Base Paint Disclosure signed by Buyer (ATTACHED & REQUIRED)**
- _____ (6) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached**
- _____ (7) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).**
- _____ (8) All Disclosures are located at : www.TrustedRA.com/Courtland**
- _____ (9) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that signer has legal authority to sign for the entity.**

Many of our clients require that their properties be listed in the MLS for 5-6 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the 5TH or 6TH 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
TrustedRA.com/Courtland**

ADDENDUM NO. 1

Addendum to: Residential Income Property Purchase Agreement And
Joint Escrow Instructions

Property Address: 509 Courtland Drive, San Bernardino, CA 92405

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

(2) Buyer's deposit in the amount of 10% of the purchase offer to be received by escrow holder no later than 4:30 on the **2nd business day** following the date of acceptance.

(3) The 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.

(4) All contingencies benefiting Buyer contained in the Purchase Agreement shall be deemed to become active and effective **only after** buyer's deposit has been deposited into escrow holder's Trust Account. Contingency time periods shall begin counting the next day after Acceptance, even if they are not yet active and effective.

(5) All of Buyer's Contingencies shall end at the expiration of their respective time periods. Their release or removal SHALL NOT require any signature of the Buyer. The terms of paragraph 19B(3) and 19B(4) of the **(RIPA)** Residential Income Purchase Agreement, that provide for the Buyer to remove contingencies in writing are hereby deleted, and have no force or effect. If Buyer desires to cancel the purchase based on a contingency or right of approval, Buyer shall do so by signing a Cancellation of Contract (C.A.R. form CC), and causing the same to be delivered to the Seller's agent prior to the expiration of the contingency time period. A cancellation by the Buyer after the expiration of the contingency time period shall be deemed a DEFAULT by the Buyer.

The submission of a Request For Repairs (C.A.R. Form RR) shall not cause the contingency periods to be extended beyond the contingency time periods stated below. No contingency shall continue beyond the initial contingency period unless Buyer and Seller have both signed an Extension of Time Addendum (C.A.R. form ETA) prior to the expiration of the contingency time period.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

(6) If the last day of a Contingency period is a Saturday, Sunday, or legal holiday, the contingency period shall end at the end of the contingency's time period and shall not extend to the next business day.

(7) Contingency period for all of buyer's desired inspections for approval of property condition and Disclosures, and all other Contingencies, **except** Loan Contingency and Appraisal

Contingency, shall be **7** calendar days **after** acceptance. All buyer Disclosures are to be signed and returned to seller no later than **7** calendar days **after** acceptance.

(8) Buyer's Loan Contingency and Appraisal contingency periods shall be **21** calendar days **after** acceptance. Any cancellation based on the appraisal contingency must be accompanied by a complete full copy of the appraisal. Buyer agrees to verify that Buyer's lender has ordered the appraisal. There shall be **no** Appraisal Contingency for any "All CASH" sale..

(9) If Buyer is obtaining financing Buyer to provide Seller's agent with a copy of their entire appraisal report **within 21 days after** acceptance. Buyer hereby authorizes Buyer's Lender to release a Copy of the entire appraisal to Seller's agent. Buyer indemnifies their Lender from any and all claims which may arise as a result of Lender's compliance with this paragraph.

(10) Buyer hereby authorizes Buyer's Lender to release a copy of a complete full appraisal to Seller's agent within **21 days after** acceptance. Buyer (s) indemnify the Lender from any and all claims which may arise as a result of Lender's compliance with this paragraph.

(11) Buyer's lender shall be deemed to be the Lender that has provided Buyer's pre-approval letter. Any change of buyer's lender, change of type of financing stated in Purchase Agreement or the addition or deletion of any Buyer shall require Seller's written approval.

ESCROW AND TITLE

(12) Escrow holder to be First American Title Company, Redlands..Escrow Officer to be Cheryl Zanini. Phone **(909)380-8776**. Email: czanini@firstam.com **Escrow No. SSB-4934020(CZ)** Buyer and Seller to each pay their own escrow fees and charges.

(13) Seller will pay for standard owner's policy of Title Insurance if provided by First American Title company. Buyer has option to obtain title insurance from any provider. Buyer shall pay for owner's policy of Title Insurance if provided by company other than First American Title Co.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

- (14) Buyer acknowledges having had the opportunity, at Buyer's request, to review the **Preliminary Title Report** prepared by First American Title Company, as **Order No 0623-4934020**. Effective date March 18, 2016 at 7:30 A.M. Buyer approves all the Exceptions and Exclusions to coverage listed on the Preliminary Title Report **except** for item number 5. Any additional items added to the Preliminary title Report prior to Close of Escrow shall be subject to Buyer's written approval. Current property taxes are to be prorated between the parties.

REPAIRS, REPORTS, AND DISCLOSURES

- (15) Seller **will NOT** provide any inspection reports or certifications including Wood Destroying Pest Inspection. Seller will not pay for Environmental reports, or Comprehensive Loss Underwriting Exchange "C.L.U.E." reports. Buyer may obtain these as part of Buyer's inspections and at buyer's expense.
- (16) Seller will make **no** repairs or give any credits for repairs, Seller will not pay for any inspections and/or certifications of any kind.
- (17) Seller **will not** pay for Government Requirements and Retrofit items listed at paragraph 7B(2), 7B(3), or 7B(4) of the Purchase Agreement.
- (18) The Private Trust Company, N.A., Successor Trustee is acting as a fiduciary in the course of administration of a decedent's trust, and as such, is Exempt from providing some statutory disclosures. See the "Trust Advisory" for exceptions.
- (19) The **Natural Hazards Disclosure** Report and the California Property Tax Disclosure Report has been prepared by JCP-LGS Residential Property Disclosure Reports. Buyer acknowledges receipt and hereby approves their report No. 1741391, dated 03/29/2016.
- (20) Buyer acknowledges receipt and approval of the **Lead-Based Paint** and Lead-Based Paint Hazards Disclosures, Acknowledgement, and Addendum signed by the Seller on 03/24/2016.
- (21) Neither Seller or Seller's agents have or will make any guarantees, warranties, or promises of any kind, written or verbal, regarding the ability of the Buyer to obtain any specific rent amounts. Any rent amounts shown in any form of marketing, are merely projections. Buyer to satisfy self as to rents that may be obtained in the area.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

- (22) Seller **will not** provide any Income and Expense Statements as stated at paragraph 13B of the Purchase Agreement. Neither Seller or Seller's agents have or will make any guarantees, warranties, or promises of any kind, written or verbal, regarding the amount of any or all operating expenses or vacancy rates pertaining to the property. Any operating expense amounts and vacancy rates shown in any form of marketing, are merely projections. Buyer to satisfy self as to potential operating expenses and vacancy rates.
- (23) Seller shall provide to buyer at close of escrow whatever keys, if any , that seller has to the units.
- (24) Seller **will not** provide any Survey, Plans, and Engineering Documents, as stated at paragraph 13D.
- (25) Seller **will not** provide any permits or approval from any governmental entity, as stated at paragraph 13E.

ADDITIONAL TERMS

- (26) Unless otherwise agreed in writing by the Buyer in the Residential Income Property Purchase Agreement And Joint Escrow Instructions or at a future date. Both units are to be vacant at close of escrow. The occupant of 507 Courtland Drive is entitled to receive a 60 day Notice to Vacate.
Seller agrees to give written Notice to Vacate no later than 3 business days following the expiration of Buyer's Inspection Contingency time period. Sale is contingent upon Seller being able to provide Buyer with possession of both units at closing free of occupants. This contingency is for the benefit of the Seller exclusively. Buyer agrees to extend the escrow period, if needed, beyond any previously agreed upon date to allow the Seller sufficient time to legally remove the occupant from 507 Courtland Drive.
- (27) Buyer agrees not to market or advertise the property "for rent" prior to close of escrow, by any means including, but not limited to, "for rent" signs, print advertising, and internet advertising. Buyer agrees to not show the property to prospective tenants prior to close of escrow.
- (28) Buyer does not intend to occupy the Property as Buyer's primary residence.
- (29) Any notices to Buyer shall be delivered via email to Buyer's agent. Any notices to Seller shall be delivered via email to Seller's agent.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

(30) Seller shall have the right to refuse to sign any document that is not specifically required by the Purchase Agreement, Federal, State or Local law. These documents shall include, but not limited to: Selling Office Disclosures, Addendums, Agreements and/or Advisories.

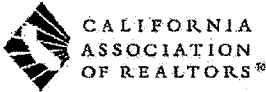
(31) **The Seller herein is: The Private Trust Company, N.A., Successor Trustee of the Herbert W. Selmer, Revocable Living Trust, dated June 26, 2006.** Seller is signing all documents pertaining to the sale of this property in the capacity of Successor Trustee. Buyer agrees that no Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) shall be required to be signed Seller for this or any other documents pertaining to the sale of the property.

The undersigned, acknowledge they have read, understand, agree to, and have received a copy hereof.

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed

 Herbert W. Selmer Revocable Living Trust Dated June 26, 2006
 By: The Private Trust Company, N.A. Successor Trustee
 By: Paula Jagelewski, Assistant Vice President



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM**
For Pre-1978 Housing Sales, Leases, or Rentals
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or Other:

dated _____, on property known as:
509 Courtland Drive, San Bernardino, CA 92405 ("Property") in
which _____ is referred to as Buyer or
Tenant and The Private Trust Company, N.A., Successor Trustee is referred to as Seller or
Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:
-----NONE-----

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:
-----NONE-----

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Herbert W. Selmer Revocable Living Trust dated June 26, 2006
By: The Private Trust Company, N.A.
By: Paula Jagelowski, Assistant Vice President

Seller or Landlord

Paula Jagelowski

X 3-24-16
Date

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Buyer's/Tenant's Initials () ()

Reviewed by _____ Date _____



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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Trusted Realty Advisors, 7241 Palm Ave STE 300 Highland, CA 92346-3262 Phone: 909-862-8102 Fax: _____
Jim Trammell Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com Courland Duplex

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2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Trusted Realty Advisors
(Please Print) Agent (Broker representing Seller or Landlord)

By *Jim Trammell* 03/23/2016
Associate-Licensee or Broker Signature Date
Jim Trammell and Mel Hargo

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant _____ Date _____ Buyer or Tenant _____ Date _____

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer) _____ By _____ Associate-Licensee or Broker Signature Date

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.
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Reviewed by _____ Date _____



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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 2 OF 2)