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. Probate Purchase Agreement (REQUIRED)
- Must included Buyers Vesting at paragraph 16

_____ (2) Proof of funds to close - must dated within last 30 days. Document must show the Buyer's name as the owner of the account (REQUIRED).

_____ (3) The initial deposit stated at paragraph 3A of the Probate Purchase Agreement Must be for a minimum of 10% of the Purchase Price

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

_____ (5) "Addendum No. 1" and It's Attachments - Signed by Buyer (REQUIRED) Form is attached

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

_____ (7) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that signer has legal authority to sign for the entity.

_____ (8) "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 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.

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 Email TrustedRA@gmail.com
CAL BRE No. 00820556

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: 26025 Rancho Street, Apple Valley, CA 92308

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

LIQUIDATED DAMAGES, CONTINGENCY TIME PERIODS, CONTINGENCY REMOVAL

(1) 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. Buyer and Seller to sign a separate Liquidated Damages Addendum that is attached hereto and incorporated herein by reference.

(2) All contingencies, if any, benefitting 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.

(3) All contingencies, shall end at the expiration of their respective time periods. Their release or removal **SHALL NOT** require any signature of the Buyer. If the Buyer desires to cancel based on a contingency or right of approval, Buyer shall do so by signing a Cancellation of Contract form (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 time period shall be extended, unless, both Buyer and Seller have signed agreeing to the extension of time on an Extension Of Time Addendum (C.A.R. Form ETA).

Buyer's Initials _____ _____ **Seller's Initials _____**

Addendum No. 1 (continued)

(4) 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.

(5) 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 including but not limited to plumbing, septic (if applicable), electric, heating and air conditioning, due to utilities not being on, including water, electricity, and natural gas.

(6) Seller has not, and **will not activate any utilities** including water, electricity, and natural gas.

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

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

REPAIRS, REPORTS, DISCLOSURES

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

(10) Buyer is advised that a death from natural causes occurred inside the residence on December 02, 2013. Buyer approves this disclosure.

Buyer's Initials _____ _____ **Seller's Initials _____**

(11) 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/RanchoAV

(A) Natural Hazards Disclosure Report and California Tax Disclosure Report number 1738913, prepared by JCP-LGS Residential Property Disclosure Reports, dated 06/10/2015. Buyer approves items contained in said disclosure reports.

(12) This is a Probate sale and Seller is exempt from completing a Real Estate Transfer Disclosure Statement. Seller will not complete any Seller Property Questionnaire.

(13) 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: Office Disclosures, Addendums, Agreements and/or Advisories.

ESCROW

(14) Escrow holder to be Orange Coast Title Company of Southern California, San Bernardino office. Escrow Number 1672523-DD. Escrow Officer Desiree Diaz or Sandie Gomez-Hand. Email: SandieG@octitle.com. Telephone Number (909)825-8800 Buyer and Seller to each pay their own escrow fees and charges.

(15) Initial Deposit is to be received by the escrow holder no later than 4:30 PM on the **2nd** 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.

TITLE INSURANCE

(16) Buyer has option to obtain title insurance from any provider, at buyers expense. If provided by Orange Coast Title Company of Southern California, then Seller will pay for standard owner's policy.

Buyer's Initials _____ _____ **Seller's Initials _____**

(17) Buyer acknowledges that Preliminary title report number 210-1672523-02 prepared by Orange Coast Title Company of Southern California, with an effective date of June 3, 2015 at 7:30 AM, has been made available for Buyer to review at www.TrustedRA.com/RanchoAV , prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in Schedule "B" of said report **except** for exceptions to coverage items 2, 7,and 8, and any additional items affecting Seller or the property that may be added prior to closing. Property Taxes shown as item 1 in Schedule "B" are to be prorated by escrow holder at closing, between Buyer and Seller.

PROBATE PROCEEDINGS

(18) The Estate of Benjamin Durda, Decedent is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case No. PROPS 1401014.

(19) The Seller herein is: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator as Administrator for the Estate of Benjamin Durda, Decedent. Letters of Administration with full authority were issued by the Superior Court of California, County of San Bernardino on July 14, 2015. In all documents pertaining to the sale of the subject property, Edward E. Harter, Jr is signing and/or initialing in his capacity as administrator of said estate and will not sign any separate Representative Capacity Signature Disclosure forms (C.A.R. form RCSD). If Edward E. Harter is unavailable to sign any documents pertaining to the sale, then Robert H. Shaw, may sign on behalf of the Coroner and Public Administrator.

(20) A re-appraisal for sale must be obtained from the Court appointed Probate Referee. Sale is contingent upon the purchase price being equal to or greater than ninety percent of the re-appraisal value. This contingency exists for the benefit of the Seller exclusively. The time period to receive appraisal is unknown and varies, but is anticipated to be received within 45 days of acceptance of Purchase Agreement.

Buyer's Initials _____ _____ **Seller's Initials _____**

Addendum No. 1 (continued)

(21) Seller has been granted Full Authority under the Independent Administration Of Estates Act. 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 can not be determined but is anticipated to be about 70 days after acceptance of the Purchase Agreement by the Seller. If the Seller receives an objection to the Notice Of Proposed Action then paragraphs (21A) and (21B) below shall become 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. Buyer(s) and their agent may refer to the Probate Purchase Agreement And Joint Escrow Instructions, paragraph 4B(2) for information on minimum overbid amounts.

(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 it is anticipated that the court hearing will be scheduled approximately 105 days after acceptance of the Purchase Agreement by the Seller.

PERSONAL PROPERTY TO REMAIN

(22) Buyer acknowledges that a substantial amount personal property of unknown monetary value is present at and in the property. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property 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 _____**

OTHER PROVISIONS

(23) Buyer accepts responsibility for installing Carbon Monoxide Detector(s), Smoke Detector(s), and for strapping water heater after close of escrow.

(24) Possession & occupancy shall be delivered to Buyer on the day that escrow closes by 5:00 PM.

(25) Sale is contingent upon all existing liens and mortgage 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.

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

HEADINGS

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

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

(28) The following are attached hereto and incorporated herein by reference:
(A) Liquidated Damages Addendum (consisting of 1 page)
(B) Supplemental Statutory and Contractual Disclosures (consisting of 1 page)

Buyer’s Initials _____ _____ **Seller’s Initials _____**

Addendum No. 1 (continued)

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

Seller:

_____	_____
Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator as Administrator for the Estate Benjamin Durda	Date Signed

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

Seller: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator as Administrator for the Estate of Benjamin Durda, Decedent

Property Address: 26025 Rancho Street, Apple Valley, CA 92308

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 as Administrator for the Estate Benjamin Durda, Decedent

CALIFORNIA ASSOCIATION OF REALTORS®

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 11/09)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as *26025 Rancho Street*, Assessor's Parcel No. *0435-282-07-0000*, situated in *Apple Valley*, County of *San Bernardino*, California, ("Property").

2. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**

3. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☒ Yes ☐ No
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... ☐ Yes ☐ No
   - **C.** The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☐ No
   - **D.** Whether the Property is located in or adjacent to an "industrial use" zone ..... ☒ Yes ☐ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **E.** Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☐ No
   - **F.** Whether the Property is located within 1 mile of a former federal or state ordinance location ..... ☐ Yes ☒ No (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
   - **G.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☒ No
   - **H.** Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☐ No
   - **I.** Matters affecting title of the Property ..... ☐ Yes ☐ No
   - **J.** Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☐ No

   Explanation, or (if checked) see attached;

   1.) Answers to 3 d, F, and G are taken from the JCP-LGS Natural Hazard Report Statement.

   2.) Any other boxes checked above with a "no" answer or left blank means the Seller does not know the answer.

4. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

   Seller _____ Date 10/22/2015

   Edward E. Harter, Deputy Director of Coroner and Public Administrator of the Estate of Benjamin Durda, Deceased

5. **By signing below, Buyer acknowledges Buyer has received, read, and understands this Supplemental Statutory and Contractual Disclosures form.**

   Buyer _____ Date _____

   Buyer _____ Date _____

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Reviewed by _____ Date _____

Trusted Realty Advisors, 7241 Palm Ave STE 200 Highland, CA 92346-3262 Phone: 909-862-0102 Fax: Rancho 26025 -
Jim Trammell
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 26025 Rancho Street, Apple Valley, CA 92308

California Regional Multiple Listing Service, Listing # EV15235900

SELLER: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator as Administrator for the Estate of Benjamin Durda, Decedent

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 2.5% 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 <u>any</u> 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 <u>not</u> 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 _____