

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 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 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 Email TrustedRA@gmail.com
CAL BRE No. 00820556

**OFFER MUST BE SUBMITTED ONLINE AT
www.TrustedRA.com/clifford**

ADDENDUM NO. 1

Addendum to: Probate Purchase Agreement And Joint Escrow Instructions
Property Address: 6638 Clifford Street, Riverside, CA 92504

(1) 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

(2) The initial 10% 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.

REPAIRS, REPORTS, DISCLOSURES AND CONTINGENCIES

- (3) There is NO loan, appraisal, or other contingencies of any type for the benefit of the Buyer.**
- (4) Sale is not contingent upon Buyer's approval of condition or other matters affecting property. Paragraphs 14A, 14B, 14C of The Probate Purchase Agreement and Joint Escrow Instructions are not applicable. There are no inspection periods after acceptance. Buyer acknowledges that the property needs substantial repairs, and that Buyer has sufficient knowledge and funds to accept the high level of risk associated with this purchase.**
- (5) Seller will make NO repairs or give any credits for repairs, Seller will not pay for any inspections and/or certifications, or Home Warranty Plans, or Wood destroying Pest (termites) of any kind. Seller will not complete any Seller Property Questionnaire form, SPQ, or SBSA C.A.R Forms. Seller will not pay for Environmental or Comprehensive Loss underwriting Exchange aka: C.L.U.E. reports. Buyer may obtain any of these services, inspections, reports, or Home Warranties at Buyer's expense. Check Probate Advisory for other Exempt forms that will not be given to buyer.**
- On the County Assessor's map, it appears that the South side property line is a straight line from the street to the rear of the property. The existing chain link fence on the South side appears to create an encroachment by the adjacent South property onto the subject property. Buyer approves this disclosure and agrees to close escrow subject to the possible encroachment.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

(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/clifford

- A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 7/08/2016. Buyer approves items contained in said disclosure.
- B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 1995777, prepared by JCP-LGS Residential Property Disclosure Reports, dated 10/11/2016.

Buyer approves items contained in said disclosure reports. Buyer will be required to sign hardcopies of all approved disclosures listed in this Addendum and those found on www.TrustedRA.com/clifford

(7) 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.

PERSONAL PROPERTY TO REMAIN

(8) Buyer acknowledges that a significant amount of personal property with no significant monetary value is present inside the structures, and on the grounds. Seller shall have the right to remove any items of personal property prior to close of escrow. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property remaining at close of escrow.

ESCROW

(9) Escrow holder to be First American Title Company in Redlands office. Buyer and Seller to each pay their own escrow fees and charges. Escrow number: **5211716 CZ**. Escrow Officer is: Cheryl Zanini. czanini@firstam.com . Telephone number (909) 380-8776.

(10) Initial Deposit of 10% of purchase offer is to be received by the escrow holder no later than 2:00pm 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.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

TITLE

(11) Buyer has option to obtain title insurance from any provider, at buyer's expense. If provided by First American Title Company, then Seller will pay for standard owner's policy. Buyer acknowledges that Preliminary title report number 0623-5211716 prepared by First American Title Company, with an Effective date of June 16, 2016 at 7:30 AM, has been made available for Buyer to review at Buyer's request, prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in said report **except** for exceptions to coverage items **2 and 8** any other items affecting Seller or the property that may be added prior to closing.

CODE ENFORCEMENT VIOLATIONS

(12) Seller is unaware if the City or County of Riverside having cited or recorded any liens against the property title. Buyer agrees to close subject to any notices or liens, and accepts all responsibility, risk, and expense associated with and resulting from them. Buyer acknowledges having been given the opportunity prior to Buyer signing this Addendum, at Buyer's request to perform their own due diligence on these matters.

(13) 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.

(14) Any amounts owed for periods **prior to** close of escrow to the City of Riverside or County of Riverside for liens pertaining to delinquent water, sewer, or refuse fees are to be paid at closing from Seller's proceeds.

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

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

PROBATE PROCEEDINGS

- (16) **The Seller herein is: Paul Volney Robinson III, Conservator of the Estate of Mary R. Robinson Conservatee**, as authorized by court order issued by the Superior Court of California, County of Riverside on July 28, 2016. In all documents pertaining to the sale of the subject property, Paul Volney Robinson III, is signing and/or initialing in his capacity as Conservator of said estate. No separate Representative Capacity signature Disclosures will be signed by Seller.
- (17) The Conservatorship of Mary R. Robinson, Conservatee is subject to the probate proceedings in the Superior Court of California, County of Riverside,
Case No. RIP1600433.
- (18) Court Confirmation of the sale is **mandatory**. Sale is contingent upon Seller obtaining an Order Confirming Sale Of Real Property from the Superior Court of California, County of Riverside. This contingency exists for the benefit of the Seller exclusively. The time period prior to the Court date varies, but is anticipated to be **approximately 45-60 days after acceptance of Purchase Agreement. Competitive bidding is allowed at the Court Confirmation hearing.** Buyers and their agent may refer to the Probate Purchase Agreement And Joint Escrow Instructions, paragraph 4B(2) for info on minimum overbid amounts.
- (19) 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. Exact escrow time period cannot be determined, but is expected to be **between 52 and 67 days from Acceptance.**
- (20) 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.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

OTHER PROVISIONS

- (21) Any addition or deletion of any Buyer shall require Seller's written approval.
- (22) Buyer does not intend to occupy the Property as Buyer's primary residence.
- (23) Buyer accepts responsibility for installing Carbon Monoxide Detector (s), Smoke Detector(s), and for strapping/bracing Water heater after close of escrow.
- (24) Possession & Occupancy shall be delivered to Buyer on the day that escrow closes by 5:00PM.
- (25) Buyer agrees to disclose to Seller in writing, at time of acceptance any family relationship that exists between Buyer and Buyer's agent, and/or any business ownership relation that exists between Buyer and Buyer's agent.
- (26) Accepted buyer is **required to install** their own lockbox on the front door after the day of confirmed acceptance by the Superior Court. Listing Agent will put house keys in the box at Close of Escrow.

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) Exempt Seller Disclosure (consisting of 1 page)
 - (C) Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement and Addendum (consisting of 2 pages)

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

Buyer Signature	Buyer's Name Printed	Date Signed
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Buyer Signature	Buyer's Name Printed	Date Signed
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Paul Volney Robinson III Conservator of the Estate of Mary R. Robinson Conservatee	Date Signed
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LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

**Seller: Paul Volney Robinson III, Conservator
of the Estate of Mary R. Robinson Conservatee.**

Property Address: 6638 Clifford Street, Riverside, CA 92504

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:** _____

**Paul Volney Robinson III, Conservator
of the Estate of Mary R. Robinson Conservatee.**

BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 6638 Clifford Street, Riverside, CA 92504

SELLER: Paul Volney Robinson III, Conservator
of the Estate of Mary R. Robinson Conservatee.

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 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 _____