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BARBARA S. BRODY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA---LOS ANGELES DIVISION

In re:

BARBARA S. BRODY,

Debtor.

) Case No. 2:16-bk-22654-VZ

) Chapter 11

) **NOTICE OF MOTION AND MOTION FOR**
) **ORDER:**

) **(i) AUTHORIZING SALE SUBJECT TO**
) **OVERBID OF REAL PROPERTY FREE**
) **AND CLEAR OF LIENS, CLAIMS,**
) **ENCUMBRANCES AND INTERESTS;**

) **(ii) AUTHORIZING PAYMENT OF**
) **BROKERS' COMMISSION, CLOSING**
) **COSTS, AND UNDISPUTED LIENS; AND**

) **(iii) FINDING THAT BUYER IS A GOOD**
) **FAITH BUYER UNDER**
) **11 U.S.C. § 363(m)**

) **DECLARATIONS OF MARLENE M.**
) **DENNIS AND LARRY BOVSHOW IN**
) **SUPPORT THEREOF**

) **[4184 Mildred Avenue, Los Angeles, California**
) **90066]**

) Hearing

) Date: August 8, 2017

) Time: 11:00 a.m.

) Place: Courtroom 1368

) 255 E. Temple St.

) Los Angeles, CA 90012

1 **TO THE HONORABLE VINCENT P. ZURZOLO, UNITED STATES**
2 **BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, AND**
3 **OTHE PARTIES IN INTEREST:**

4 **PLEASE TAKE NOTICE** that on August 8, 2017 at 11:00 a.m., or as soon thereafter
5 as the matter can be heard, before the Honorable Vincent P. Zurzolo, United States Bankruptcy
6 Judge, in Courtroom 1368, located at 255 East Temple Street, Los Angeles, CA, Marlene M.
7 Dennis as the appointed conservator (“Conservator”) for Barbara S. Brody, the debtor and
8 conservatee herein (“Debtor”) will hereby move the Court (“Motion”) pursuant to Section 363
9 of Title 11 of the United States Code (“Bankruptcy Code”), Federal Rules of Bankruptcy
10 Procedure 6004, and Local Bankruptcy Rule 6004-1 for an order approving the sale (“Sale”) of
11 the Debtor’s real property located at 4184 Mildred Avenue, Los Angeles, CA 90064 (“Mildred
12 Property”) free and clear of all liens, claims, encumbrances, and interests to Marian Farimani
13 with title vested as Marre, LLC (“Buyer”) or to such other qualified purchaser who makes a
14 higher and better offer (“Successful Bidder”). The Buyer has no affiliation with Debtor, the
15 Conservator or any insider of the Debtor or the Conservator.

16 As set forth more fully in the Motion, the Conservator has received an offer from Buyer
17 in the amount of \$1,060,000.00 (“Purchase Price”) to purchase the Mildred Property pursuant to
18 the terms and conditions of that certain *Probate Purchase Agreement and Joint Escrow*
19 *Instructions* dated July 5, 2017 (“Sale Agreement”), a copy of which is appended to the attached
20 Declaration of Marlene Dennis (“Dennis Declaration”) as **Exhibit 1**.

21 The Sale is subject to overbids. On July 11, 2017, the Conservator filed a *Notice of*
22 *Motion And Motion For Order Approving Bidding Procedures In Connection With Proposed*
23 *Sale Of Real Property Of The Estate* (“Bid Procedures Motion”) for approval of certain Bid
24 Procedures. The hearing is currently set for August 1, 2017.

25 Escrow is estimated to close within ten (10) days after the Court enters its order
26 approving the Sale (“Sale Order”). Since listing the Mildred Property on or about May 26,
27 2017, the Conservator, through the estate’s real estate agent, has had many showings of the
28 property and received nine written offers. The offer from Buyer is the highest and best offer

1 received. The proposed Sale will result in payment of all Undisputed Liens (as defined and
2 described below and estimated to total \$574,848.67 as of the Petition Date) encumbering the
3 Mildred Property.

4 The Conservator does not propose to distribute any funds to Matthew William Parr
5 Bennett (“Bennett”), the holder of the beneficial interest of a disputed 3rd Deed of Trust
6 (“Bennett Lien”) that purportedly encumbers the Mildred Property, because the Conservator
7 alleges that the underlying loan was obtained without authorization and without Probate Court
8 approval. On March 28, 2017, the Conservator filed an adversary complaint against Bennett
9 and other parties objecting to Bennett’s Proof of Claim, for avoidance of Bennett Lien, and for
10 elder abuse and conspiracy to commit mortgage fraud. Said adversary case is currently pending
11 before this Court.¹

12 After payment of closing costs, brokers’ commissions (5% of Purchase Price), and
13 Undisputed Liens, the net sale proceeds will be deposited into bankruptcy counsel Weintraub &
14 Selth’s trust account and shall not be disbursed until further order of the Court. The disputed
15 Bennett Lien will attach to said proceeds pending further order of the Court.

16 Because the Mildred Property has been properly and actively marketed, the Sale
17 Agreement is the highest written offer to date, and the Sale will be subject to overbid and will
18 pay all Undisputed Liens encumbering the Mildred Property, the Conservator submits that the
19 Sale is in the best interest of the Debtor’s estate and should be approved.

20 The Motion is based on this Notice of Motion and Motion, the Memorandum of
21 Authorities appended hereto, the Dennis Declaration and Declaration of Larry Bovshow
22 (“Bovshow Declaration”), all pleadings and records on file in this case and such argument and
23 additional evidence as may be offered by Debtor’s counsel at the hearing on this Motion.

24 //

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26
27 ¹ *Barbara S. Brody, etc. v. Jay Leslie Hofstadter, Inc., Matthew William Parr Bennett, et. al,*
28 *Adversary Case No. 2:17-ap-01219-VZ.*

1 **PLEASE TAKE FURTHER NOTICE** that any opposition to the Motion must be in
2 writing, filed with the Court and served upon counsel for the Debtor at the address set forth in
3 the upper left-hand corner of the first page of this Notice and Motion, by not later than 14 days
4 prior to the scheduled hearing on the Motion.

5 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
6 1(h), the failure to file and serve a timely opposition to the Motion may be deemed by the Court
7 to constitute consent to the Court's granting of the relief sought by the Debtor.

8 **WHEREFORE** the Conservator respectfully requests that the Court enter an Order:

- 9 1. Granting the Sale Motion in its entirety;
 - 10 2. Authorizing the sale ("Sale") of the Debtor's real property located at 4184 Mildred
11 Avenue, Los Angeles, CA 90064 ("Mildred Property") to Marian Farimani
12 ("Buyer") or to such other qualified purchaser who makes a higher and better offer
13 ("Successful Bidder") free and clear of all liens, claims, encumbrances, and interests;
 - 14 3. Authorizing payment of brokers' commission, closing costs, Undisputed Liens, and
15 disbursement of net proceeds into Weintraub & Selth's client trust account;
 - 16 4. Finding that the Buyer or Successful Bidder is a "good faith buyer" under 11 U.S.C.
17 §363(m);
 - 18 5. For such other relief as the Court deems just and proper.
- 19

20 Dated: July 18, 2017

WEINTRAUB & SELTH, APC

21
22 By /s/ Elaine V. Nguyen
Daniel J. Weintraub
James R. Selth
Elaine V. Nguyen
Attorneys for, Barbara S. Brody, Debtor-In-
25 Possession, by Marlene M. Dennis, Successor
26 Conservator of the Estate Of Barbara S. Brody
27
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The Conservator seeks to sell the Mildred Property free and clear of liens, claims, interests and encumbrances to Marian Farimani, with title vested as Marre, LLC (“Buyer”) or to such other qualified purchaser who makes a higher and better offer (“Successful Bidder”). The Buyer has no affiliation with Debtor, the Conservator or any insider of the Debtor or the Conservator.

As set forth more fully in the Motion, the Conservator has received an offer from Buyer in the amount of \$1,060,000.00 (“Purchase Price”) to purchase the Mildred Property pursuant to the terms and conditions of that certain *Probate Purchase Agreement and Joint Escrow Instructions*, dated July 5, 2017 (“Sale Agreement”), a copy of which is appended to the attached Declaration of Marlene Dennis (“Dennis Declaration”) as **Exhibit 1**.

A. Brief Background

Debtor is 78 years of age and has been diagnosed with dementia as well as other illnesses. She currently resides at the Seaport 17th Care Center in Santa Monica, and has been the subject of a conservatorship since September 2013.

On September 23, 2016 (“Petition Date”), Debtor’s brother and Temporary Conservator Norman M. Brody, commenced this bankruptcy case (“Bankruptcy Case”) by filing an emergency petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.* in order to (i) halt a pending foreclosure sale of the Mildred Property; and (ii) recover the Mildred Property for the benefit of Debtor’s estate and creditors. Subsequently, Marlene M. Dennis (“Conservator”), was appointed as Successor Conservator of the Estate of Barbara S. Brody. The Conservator intends to sell the Mildred Property and propose a Chapter 11 Plan that pays all allowed claims in order of priority.

1 On May 2, 2017, the Court entered its *Order Granting Motion for Partial Summary*
2 *Adjudication* (“Summary Judgment Order”) in Adversary Case No. 2:16-bk-01453-VZ, finding
3 that: (1) The transfer of the Mildred Property from Debtor’s former conservator David Israel
4 (“Israel”) to Rose Bauer (“Bauer”) is avoided and the Mildred Property is recovered for the
5 benefit of the Chapter 11 Estate; (2) Debtor holds title to the Mildred Property free and clear of
6 any claims or interests of Israel and Bauer, and (3) Israel and Bauer must immediately vacate
7 and turn over possession of the Mildred Property and its contents to Debtor, through her duly
8 appointed Conservator.

9 On or about May 24, 2017, Bauer finally vacated the Mildred Property allowing the
10 Conservator to access the property and commence marketing the Mildred Property for sale.

11 **B. Marketing Efforts and Offer to Purchase**

12 On or about February 24, 2017, the Conservator retained Remax Olson Estates & Trust
13 Properties USA as real estate broker for the estate (“Broker”), which employment was approved
14 by Order of the Court [Docket #60] to market and sell the Mildred Property.

15 Once Bauer vacated the Mildred Property, the Broker began actively marketing the
16 property.

17 As set forth in the Declaration of Larry Bovshow (“Bovshow Declaration”), on May 26,
18 2017, the Mildred Property was listed on the Multiple Listing Service (“MLS”) for \$1,050,000.
19 The property was also listed on Realtor.com, Zillow.com, Redfin.com, Remax.com, and
20 Truilia.com. To date, the Mildred Property has been shown twenty-one (21) times and the
21 Broker has fielded approximately thirty-seven (37) calls from agents and interested buyers.

22 The offer from Buyer in the amount of \$1,060,000.00, pursuant to the Sale Agreement,
23 is the highest written offer the Conservator received for the Mildred Property. On July 17,
24 2017, the Buyer removed all contingencies.

25 The Buyer has no prior dealings or known relationship, whether business or personal,
26 with the Debtor, the Conservator, or any of the Debtor’s or Conservator’s insiders or affiliates,
27 other than in the Buyer’s capacity as potential buyers for the Mildred Property.

28 //

Closing is estimated to occur within ten (10) days from the entry of a Court Order approving the sale. The Buyer has deposited \$32,000.00 with Landmark Escrow, Inc. (the “Initial Deposit”), which will be applied toward the Purchase Price.

Buyer will deposit an additional \$368,000 to escrow prior to closing and obtain financing in the amount of \$660,000 for the balance of the Purchase Price. A true and correct copy of the *Sale Escrow Instructions* dated July 6, 2017 is attached to the Dennis Declaration as **Exhibit 2**.

C. Purported Liens, Claims, Interests and Encumbrances on the Mildred Property

Pursuant to a preliminary title report dated May 19, 2017, a copy of which is attached to the Dennis Declaration as **Exhibit 3** (“Title Report”), obtained for the Sale, the Mildred Property is encumbered by the following deeds of trusts:

(i) Deed of Trust dated November 19, 2002 and recorded as Instrument No. 02-2872728 of the Official Records to secure a loan in the original principal amount of \$268,000.00 in favor of Bank of America, N.A. (“1st Deed of Trust”). Per the Title report the beneficial interest under the 1st Deed of Trust was assigned to Nationstar Mortgage, LLC (“Nationstar”) by assignment recorded on April 9, 2013 as Instrument No. 20130525180 of Official Records.

A) Pursuant to Proof of Claim #5 filed by Nationstar, the amount due under the 1st Deed of Trust is **\$299,484.73** as of the Petition Date, with interest accruing thereafter at the rate of 5.875%.

(ii) Deed of Trust dated September 27, 2007 and recorded as Instrument No. 20072494236 of the Official Records to secure a loan in the original principal amount of \$300,000.00 in favor of Bank of America, N.A. (“2nd Deed of Trust”)

A) Pursuant to Proof of Claim #4 filed by Bank of America, N.A., the amount due under the 2nd Deed of Trust is **\$275,363.94** as of the Petition Date, with interest accruing thereafter at a variable rate which was 2.74% as of the Petition Date.

(iii) Deed of Trust dated September 28, 2015 and recorded as Instrument No. 20150894143 of the Official Records to secure a loan ("Bennett Loan") in the original principal amount of \$100,000.00 in favor of Matthew William Parr Bennett ("Bennett Deed of Trust").

A) Pursuant to Proof of Claim #6 filed by Bennett, the amount due under the Bennett Deed of Trust is \$106,440.00.

B) The Conservator disputes the Bennett Deed of Trust and has filed an adversary complaint ("Complaint") in the Bankruptcy Court entitled *Barbara S. Brody v. Jay Leslie Hofstadter, Inc., Matthew William Parr Bennett, et. al*, Adversary Case No. 2:17-ap-01219-VZ. Among other things, the Complaint seeks to avoid the Bennet Deed of Trust, objects to the Bennett Proof of Claim, and alleges conspiracy to commit mortgage fraud and elder abuse. Said Complaint is currently pending.

(iv) A Notice of Pending Action (Lis Pendens) filed by former Temporary Conservator Norman Brody in the Probate Court prior to the Petition Date. Mr. Brody is in the process of withdrawing this Lis Pendens.

D. Distribution of Funds from the Sale

In addition to brokers' commissions (5% of final sale price) and closing costs, the Conservator proposes to pay the following liens through escrow from the sale of the Mildred Property (collectively, the "Undisputed Liens"):

Lien	Amount
1st Deed of Trust-- Nationstar Mortgage, LLC <i>Per Proof of Claim #5</i>	\$299,484.73, plus accrued interest
2nd Deed of Trust-- Bank of America, N.A. <i>Per Proof of Claim #4</i>	\$275,363.94, plus accrued interest
TOTAL	\$574,848.67, plus accrued interest

//

1 The Conservator disputes the Bennett Deed of Trust and has filed an adversary
2 proceeding objecting to the claim and seeking to avoid the lien. The Conservator does not
3 propose to distribute any of the net sale proceeds from escrow to satisfy the Bennett Loan
4 because the Bennett Loan was obtained fraudulently by Rosalee Bauer and without any
5 permission from the Probate Court. Further, the Conservator alleges that none of the proceeds
6 from the Bennett Loan went to the Debtor.

7 After payment of brokers' commissions, closing costs, and the Undisputed Liens, the
8 remaining net proceeds will be deposited into bankruptcy counsel Weintraub & Selth's client
9 trust account. No disbursements will be made without order of the Court. The disputed Bennett
10 Lien will attach to said proceeds pending further order of the Court.

11 **II.**

12 **LEGAL ARGUMENT**

13
14 **A. The Proposed Sale Should Be Approved**

15 Bankruptcy Code Section 363(b) provides, in relevant part, that a debtor in possession
16 "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business,
17 property of the estate." 11 U.S.C. §363(b).

18 The Ninth Circuit Court of Appeals has ruled in cases under the Bankruptcy Code that a
19 sale of a debtor's property should be approved if it is in the best interests of the estate and
20 creditors. *See In re Huntington Ltd.*, 654 F.2d 578, 589 (9th Cir. 1991); *In re Equity Funding*
21 *Corp.*, 492 F.2d 793, 794 (9th Cir. 1974). Whether such a transaction is in the best interests of
22 the estate is still a significant factor under the Bankruptcy Code. *See In re Canyon Partnership*,
23 55 B.R. 520,526 (Bankr. S.D. Cal. 1985).

24 In evaluating the propriety of a sale of property of the estate, courts have evaluated
25 whether: (i) a "sound business purpose" justifies the sale; (ii) "accurate and reasonable notice"
26 of the sale was provided; (iii) "the price to be paid is adequate, i.e., fair and reasonable;" and
27 (iv) "good faith, i.e., the absence of any lucrative deals with insiders is present." *In re Copy*
28 *Crafters Quickprinting, Inc.*, 92 B.R. 973, 983 (Bankr. N.D.N.Y. 1988) and *In re Industrial*

1 *Valley Refrig. And Air Cond. Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987). The
2 proposed Sale herein satisfies the four factors as follows:

3 1. Sound Business Justification

4 Application of a debtor in possession's sound business judgment in the use, sale or lease
5 of property of the estate is subject to great judicial deference. *Matter of WPRV-TV, Inc.*, 143
6 B.R. 315, 319 (D. P.R. 1991), aff'd in part, rev'd in part, 983 F.2d 336 (1st Cir. 1993); *In re*
7 *Thrifty Liquors, Inc.*, 26 B.R. 26, 28 (Bankr. D. Mass. 1982). The application of the business
8 judgment test affords a debtor in possession or trustee discretion in balancing the costs and
9 benefits of administering or disposing of estate assets according to the needs of the estate. *See*
10 *In re Canyon Partnership*, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985).

11 Here, the proposed Sale will substantially benefit the Debtor, the Debtor's estate and all
12 creditors because:

13 (a) the holders of all **Undisputed Liens** against the Mildred Property will be paid and
14 satisfied;

15 (b) the Estate will be relieved of the significant costs required to manage, insure and
16 maintain the Mildred Property, and

17 (c) after payment of closing costs, brokers' commissions and the Undisputed Liens, the
18 Conservator anticipates surplus funds for the benefit of the Debtor's creditors.

19 2. Accurate and Reasonable Notice

20 Pursuant to § 363(b)(1), a debtor in possession must give notice of any sale of property
21 of the estate. Most transactions not in the ordinary course of business are governed by Federal
22 Rule of Bankruptcy Procedure 6004. Rule 6004(a) refers, in turn, to Rule 2002(a), which
23 requires a twenty-one (21) day notice for any "proposed use, sale, or lease of property of the
24 estate other than in the ordinary course of business, unless the court for cause shown, shortens
25 the time..." *F.R.B.P. 2002(a)*.

26 Debtor's counsel will provide notice of this Motion to **all** affected lienholders, interested
27 parties, and all creditors. In addition, Debtor's counsel is filing, concurrently with this Motion,
28 a *Notice of Sale of Estate Property* (Local Bankruptcy Rules Form F 6004-2) to be posted on

1 the Court's website. As such, the Conservator submits that she has satisfied the requirements
2 for accurate and reasonable notice.

3 3. Adequate Price

4 The Conservator contends that the consideration provided to the estate by the Buyer
5 pursuant to the Sale Agreement represents adequate and fair consideration for the Mildred
6 Property. Buyer's offer is the highest written offer the Conservator has received since listing
7 the property on May 26, 2017.

8 The Broker has extensively marketed the property as set forth in fuller detail in the
9 Bovshow Declaration. Moreover, concurrently with the filing of this Sale Motion, the Debtor
10 through her Conservator has filed a motion to approve Bid Procedures. In brief, the proposed
11 Bid Procedures allow interested parties who have provided proof of financial ability to close the
12 Sale, and who have made a good faith deposit with Debtor's counsel, may submit a bid at the
13 Sale Hearing. Affording parties the opportunity to bid at the Sale Hearing undoubtedly will
14 allow the Conservator to maximize the value for the Mildred Property. By open solicitation of
15 higher and better bids, and through extensive marketing efforts by Broker, the Conservator has
16 made every effort to maximize the value of the Mildred Property for the benefit of the Debtor's
17 estate and its creditors.

18 4. Good Faith

19 Finally, the Sale is proposed in good faith. The "good faith" requirement focuses
20 principally on the element of special treatment of a debtor's insiders in the sale transaction.
21 *Industrial Valley*, 77 B.R. at 21. Here, Buyer is not an insider or affiliate of the Debtor or the
22 Conservator. The negotiations between the Conservator, Broker and the Buyer regarding the
23 proposed Sale were at arms-length and no collusion was involved.

24 **B. The Sale Should be Approved Free and Clear of all Liens, Claims, Interests**
25 **and Encumbrances**

26 It has long been recognized that the Bankruptcy Court has the power to authorize the
27 sale of assets free and clear of liens and encumbrances. *See. Van Huffel v. Harkelrode*, 284
28 U.S. 225, 52 S. Ct. 115 (1931); *see also*, 3 Collier on Bankruptcy (15th ed. rev. 2003) ¶363.06,

p. 363-42, 44. The standards which must be met for a sale free of liens are set forth in §363(f) and are in the disjunctive. *Id.* If any one of the requirements of §363(f) is met, then a sale free of liens should be permitted.

11 U.S.C. §363(f) provides, in pertinent part, that:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

1. Undisputed Liens

The Sale will yield sufficient funds to pay the Undisputed Liens in full thus satisfying Section 363(f)(3).

2. Debtor Disputes the Bennett Deed of Trust

Similarly, the Sale will yield sufficient funds to pay the disputed Bennett Deed of Trust in full, thus satisfying Section 363(f)(3).

The Bennett Deed of Trust is subject to a good faith dispute within the meaning of Section 363(f)(4). The Debtor has the burden of demonstrating that a *bona fide* dispute exists. *See Scherer v. Federal Nat'l Mortgage Ass'n (In re Terrace Chalet Apartments, Ltd.)*, 159 B.R. 821,828 (N.D. III. 1993) (*citing Octagon Roofing*, 123 B.R. 583, 590 (Bankr. N.D. III. 1991)). To meet this burden, the Debtor must establish there is an objective basis for either a factual or legal dispute as to the validity of the debt. *Octagon Roofing*, 123 B.R. at 590. The Court is not required to resolve the underlying dispute, but must determine that it exists. *Id.*

1 Here, the Bennett Loan was obtained by Rosalee Bauer, not the Debtor. Ms. Bauer was
2 not the Debtor's conservator and had no authority to encumber the Mildred Property. During
3 this time, the Debtor was under a conservatorship and the Bennett Loan was obtained without
4 the required Probate Court authorization under Probate Code Section 2540. On March 28,
5 2017, the Conservator filed an adversary complaint against Bennett and other parties objecting
6 to Bennett's Proof of Claim, for avoidance of Bennett Lien, and for elder abuse and conspiracy
7 to commit mortgage fraud. The Court denied a Motion to Dismiss the adversary Complaint
8 under Rule 12(b)(6) and the Complaint is currently pending before the Court.

9 Thus, the Bennett Deed of Trust is subject to bona fide dispute, and pursuant to
10 Bankruptcy Code Section 363(f)(4), the Mildred Property can be sold free and clear of said lien,
11 with the Bennett Lien attaching to the sale proceeds pending further order of the Court.

12 **C. The Buyer Is A Good Faith Purchaser**
13

14 Section 363 (m) of the Bankruptcy Code provides that a reversal or modification of a
15 sale order does not affect the validity of a sale to "an entity that purchased...the property in
16 good faith."

17 A good faith buyer "is one who buys 'in good faith' and 'for value.'" *Ewell v. Diwbert*
18 (*In re Ewell*), 958 F.2d 276, 281 (9th Cir. 1992) (*citing In re Abbotts Dairies of Pennsylvania,*
19 *Inc.*, 788 F.2d 143,147 (3d Cir. 1986)). "Typically, lack of good faith is shown by fraud,
20 collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly
21 unfair advantage of other bidders." *In re M Capital Corporations*, 290 B.R. 743, 746 (9th Cir.
22 BAP 2003).

23 As explained above, Buyer is a bona fide, arms-length purchaser who has no prior
24 dealings or known relationship, whether business or personal, with the Debtor, the Conservator
25 or any of the Debtor's insiders or affiliates. The Conservator has been actively marketing the
26 Mildred Proeprty and this Offer represents the highest offer that the Conservator has received.
27 As such, the Conservator requests a finding by this Court that these negotiations were in good
28 faith and that the Buyer is a "good faith purchaser" under Bankruptcy Code section 363(m).

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III.

**THE COURT HAS DISCRETION TO SHORTEN THE FOURTEEN-DAY PERIOD
FOR THE EFFECTIVENESS OF THE ORDER**

Bankruptcy Rule 6004(h) states: “An order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise.”

Here, this Bankruptcy Case has been pending since September 23, 2016 and creditors in this case have not been paid during the pendency of this case. The Mildred Property is the main asset of the estate and the Conservator does not want to lose the Buyer, causing further delays for payment to creditors. Thus, the Conservator respectfully requests that the Court order and authorize that the sale be effectuated immediately upon entry of the Sale Order.

IV.

CONCLUSION

WHEREFORE the Conservator respectfully requests that the Court enter an Order:

1. Granting the Sale Motion in its entirety;
2. Authorizing the sale (“Sale”) of the Debtor’s real property located at 4184 Mildred Avenue, Los Angeles, CA 90064 (“Mildred Property”) to Marian Farimani (“Buyer”) or to such other qualified purchaser who makes a higher and better offer (“Successful Bidder”) free and clear of all liens, claims, encumbrances, and interests;
3. Authorizing payment of brokers’ commission, closing costs, Undisputed Liens, and disbursement of net proceeds into Weintraub & Selth’s client trust account;
4. Finding that the Buyer or Successful Bidder is a “good faith buyer” under 11 U.S.C. §363(m);

//
//
//
//

5. For such other relief as the Court deems just and proper.

Respectfully submitted,

Dated: July 18, 2017

WEINTRAUB & SELTH, APC

By /s/ Elaine V. Nguyen
Daniel J. Weintraub
James R. Selth
Elaine V. Nguyen
Attorneys for, Barbara S. Brody, Debtor-In-
Possession, by Marlene M. Dennis, Successor
Conservator of the Estate of Barbara S. Brody

DECLARATION OF MARLENE M. DENNIS

I, Marlene M. Dennis, declare and state as follows:

1. I am an individual over the age of eighteen and on January 25, 2017 was appointed by the Los Angeles County Probate Court as the Successor Conservator for Barbara S. Brody, the Debtor and conservatee herein ("Debtor"). Each of the facts contained in this declaration is based upon my personal knowledge or review of the Probate Court documents, Bankruptcy Court documents in this case, and if called as a witness, I could and would competently testify hereto.

2. I am a California Professional Fiduciary, licensed by the Department of Consumer Affairs pursuant to California Business and Professions Code Section 6530, *et seq.* I have reviewed the history of the subject Probate Case No. BP144847 and am aware of the relevant facts concerning the property at 4184 Mildred Avenue, Los Angeles, California 90066 ("Mildred Property").

3. The Debtor is 78 years of age and suffers from dementia. Her condition has drastically impaired her memory, thinking, language, judgment and behavior. She is senile and requires around the clock supervision and currently lives in a nursing home in Santa Monica, CA. I have visited her there.

4. On September 23, 2016 ("Petition Date"), Debtor's brother and Temporary Conservator Norman M. Brody, commenced this bankruptcy case ("Bankruptcy Case") by filing an emergency petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.* in order to (i) halt a pending foreclosure sale of the Mildred Property; and (ii) recover the Mildred Property for the benefit of Debtor's estate and creditors. Subsequently, I was appointed as Successor Conservator of the Estate of Barbara S. Brody.

1 5. On October 6, 2016, through counsel, the Debtor filed an adversary complaint,
2 Brody v. Israel et. al. Case No. 2:16-ap-01453 VZ, against David Israel and Rose Bauer for
3 Avoidance of Fraudulent Transfer, Recovery of Avoided Transfer, Turnover, Quiet Title to Real
4 Property, Accounting, Conversion, Breach of Fiduciary Duty and Elder Abuse.
5

6 6. On May 2, 2017, the Court entered its *Order Granting Motion for Partial*
7 *Summary Adjudication* (“Summary Judgment Order”), finding that; (1) The transfer of the
8 Mildred Property from Israel to Bauer is avoided and the Mildred Property is recovered for the
9 benefit of the Chapter 11 Estate; (2) Debtor holds title to the Mildred Property free and clear of
10 any claims or interests of Israel and Bauer, and (3) Israel and Bauer must immediately vacate
11 and turn over possession of the Mildred Property and its contents to Debtor, through her duly
12 appointed Conservator. On or about May 24, 2017, Ms. Bauer finally vacated the Mildred
13 Property.
14

15 7. The Debtor’s estate has employed Remax Olson Estates & Trust Properties USA
16 (“Broker”) [Docket #60] to market and sell the property.
17

18 8. On May 26, 2017, the Mildred Property was listed on the Multiple Listing
19 Service (“MLS”) for \$1,050,000. The property was also listed on Realtor.com, Zillow.com,
20 Redfin.com, Remax.com, and Truilia.com. To date, the Mildred Property has been shown
21 twenty-one (21) times and the Broker has fielded approximately thirty-seven (37) calls from
22 agents and interested buyers.
23

24 9. The offer from Marian Farimani (“Buyer”) in the amount of \$1,060,000.00,
25 pursuant to the *Probate Purchase Agreement and Joint Escrow Instructions* dated July 5, 2017
26 (“Sale Agreement”), a copy of which is attached hereto as **Exhibit 1**, is the highest written offer
27 I have received for the Mildred Property.
28

1 10. On July 17, 2017, the Buyer removed all contingencies.

2 11. I have no prior dealings or known relationship, whether business or personal,
3 with the Buyer other than Buyer's capacity as potential buyers for the Mildred Property.

4 12. I am not aware of any relationship or prior dealings between the Buyer and the
5 Debtor.
6

7 13. The Sale is subject to overbids. On July 11, 2017, the Conservator filed a *Notice*
8 *of Motion And Motion For Order Approving Bidding Procedures In Connection With Proposed*
9 *Sale Of Real Property Of The Estate* ("Bid Procedures Motion") for approval of certain Bid
10 Procedures. The hearing is currently set for August 1, 2017.
11

12 14. Closing is estimated to occur within ten (10) days from the entry of a Court
13 Order approving the sale. The Buyer has deposited \$32,000.00 with Landmark Escrow, Inc.
14 (the "Initial Deposit"), which will be applied toward the Purchase Price. Buyer will deposit an
15 additional \$368,000 to escrow prior to closing and obtain financing in the amount of \$660,000
16 for the balance of the Purchase Price. A true and correct copy of the *Sale Escrow Instructions*
17 dated July 6, 2017 is attached hereto as **Exhibit 2**.
18

19 **Purported Liens, Claims, Interests and Encumbrances on the Mildred Property**

20 15. Pursuant to a preliminary title report dated May 19, 2017, a copy of which is
21 attached hereto as **Exhibit 3** ("Title Report"), obtained for the Sale, the Mildred Property is
22 encumbered by the following deeds of trusts:
23

- 24 i. Deed of Trust dated November 19, 2002 and recorded as Instrument No.
25 02-2872728 of the Official Records to secure a loan in the original
26 principal amount of \$268,000.00 in favor of Bank of America, N.A. ("1st
27 Deed of Trust"). Per the Title report the beneficial interest under the 1st
28

Deed of Trust was assigned to Nationstar Mortgage, LLC (“Nationstar”) by assignment recorded on April 9, 2013 as Instrument No. 20130525180 of Official Records.

1. Pursuant to Proof of Claim #5 filed by Nationstar, the amount due under the 1st Deed of Trust is **\$299,484.73** as of the Petition Date, with interest accruing thereafter at the rate of 5.875%.
- ii. Deed of Trust dated September 27, 2007 and recorded as Instrument No. 20072494236 of the Official Records to secure a loan in the original principal amount of \$300,000.00 in favor of Bank of America, N.A. (2nd Deed of Trust)
 1. Pursuant to Proof of Claim #4 filed by Bank of America, N.A., the amount due under the 2nd Deed of Trust is **\$275,363.94** as of the Petition Date, with interest accruing thereafter at a variable rate which was 2.74% as of the Petition Date.
- iii. Deed of Trust dated September 28, 2015 and recorded as Instrument No. 20150894143 of the Official Records to secure a loan (“Bennett Loan”) in the original principal amount of \$100,000.00 in favor of Matthew William Parr Bennett (“Bennett Deed of Trust”).
 1. Pursuant to Proof of Claim #6 filed by Bennett, the amount due under the Bennett Deed of Trust is \$106,440.00.
- iv. A Notice of Pending Action (Lis Pendens) filed by former Temporary Conservator Norman Brody in the Probate Court prior to the Petition Date. Mr. Brody is in the process of withdrawing this Lis Pendens.

Distribution of Funds from the Sale

16. In addition to brokers' commissions (5% of final sale price) and closing costs, I propose to pay the following liens through escrow from the sale of the Mildred Property (collectively, the "Undisputed Liens"):

Lien	Amount
1st Deed of Trust-- Nationstar Mortgage, LLC <i>Per Proof of Claim #5</i>	\$299,484.73, plus accrued interest
2nd Deed of Trust-- Bank of America, N.A. <i>Per Proof of Claim #4</i>	\$275,363.94, plus accrued interest
TOTAL	\$574,848.67, plus accrued interest

17. I dispute the validity of the Bennett Deed of Trust and, through counsel, have filed an adversary proceeding objecting to the claim and seeking to avoid the lien

18. The Bennett Loan was obtained by Rosalee Bauer, not the Debtor. Ms. Bauer was not the Debtor's conservator and had no authority to encumber the Mildred Property. During this time, the Debtor was under a conservatorship and the Bennett Loan was obtained without the required Probate Court authorization under Probate Code Section 2540. On March 28, 2017, I filed an adversary complaint against Bennett and other parties objecting to Bennett's Proof of Claim, for avoidance of Bennett Lien, and for elder abuse and conspiracy to commit mortgage fraud. The Court denied a Motion to Dismiss the adversary Complaint under Rule 12(b)(6) and the Complaint is currently pending before the Court.

19. Furthermore, I do not believe that any of the proceeds from the Bennett Loan went to the Debtor.

20. After payment of brokers' commissions, closing costs, and the Undisputed Liens, the remaining net proceeds will be deposited into bankruptcy counsel Weintraub & Selth's client trust account.

21. I believe the Sale should close as soon as possible. First, I do not want to lose the Buyer, which will cause further delays for payment to creditors. Second, once the property is sold the estate will be relieved of the costs required to manage, insure and maintain the

1 Mildred Property.

2 22. Because the Mildred Property has been properly and actively marketed, the Sale
3 Agreement is the highest written offer to date, and the Sale will be subject to overbid and will
4 pay all Undisputed Liens encumbering the Mildred Property, I believe that the Sale is in the best
5 interest of the Debtor's estate and should be approved.

6
7 I declare under penalty of perjury, under the laws of the United States, that the
8 foregoing is true and correct, and that this declaration was executed by me on the 18 day of
9 July 2017 at Los Angeles, California.

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11 

12 Marlene M. Dennis
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DECLARATION OF LARRY BOVSHOW

I, Larry Bovshow, hereby declare and state as follows:

1. I am an individual over the age of eighteen and have been a real estate broker licensed by the State of California for approximately 37 years. I have extensive knowledge and experience in representing buyers and sellers of residential real estate located in Southern California. Each of the facts contained in this declaration is based upon my personal knowledge and if called as a witness, I could and would competently testify hereto.

2. I am a broker with Remax and a founder of Trust Properties USA. Paul Hargraves and I are the co-founders of Trust Properties at Remax Real Estate. We started the company in 1999 and focus solely on Conservatorship, Probate & Trust real estate sales. Together, we have had 450 successful closed escrows.

3. On February 24, 2017, the Debtor's estate employed Remax Olson Estates & Trust Properties USA ("Broker") [Docket #60] to market and sell the real property located at 4184 Mildred Avenue, Los Angeles, CA 90064 ("Mildred Property").

4. Once Ms. Bauer vacated the Mildred Property, I began actively marketing the property.

5. On May 26, 2017, the Mildred Property was listed on the Multiple Listing Service ("MLS") for \$1,050,000. The property was also listed on Realtor.com, Zillow.com, Redfin.com, Remax.com, and Trulia.com. To date, I have shown the home twenty-one (21) times and fielded approximately thirty-seven (37) calls from agents and interested buyers.

6. The offer from Marian Farimani ("Buyer") in the amount of \$1,060,000.00, pursuant to the *Probate Purchase Agreement and Joint Escrow Instructions* dated July 5, 2017 ("Sale Agreement"), a copy of which is appended to the attached Declaration of Marlene

1 Dennis (“Dennis Declaration”) as **Exhibit 1** is the highest written offer we received for the
2 Mildred Property. On July 17, 2017, the Buyer removed all contingencies.

3 7. I have no prior dealings or known relationship with the Buyer other than in the
4 Buyer’s capacity as potential buyers for the Mildred Property.
5

6 8. Closing is estimated to occur within ten (10) days from the entry of a Court
7 Order approving the sale. The Buyer has deposited \$32,000.00 with Landmark Escrow, Inc.
8 (the “Initial Deposit”), which will be applied toward the Purchase Price.

9 9. Buyer will deposit an additional \$368,000 to escrow prior to closing and obtain
10 financing in the amount of \$660,000 for the balance of the Purchase Price. A true and correct
11 copy of the *Sale Escrow Instructions* dated July 6, 2017 is attached to the Dennis Declaration
12 as **Exhibit 2**.
13

14 10. I negotiated the terms of the Sale Agreement at arms-length to achieve the
15 highest and best possible price and there was no collusion.
16

17 11. I believe escrow should close as soon as possible and without delays as this is the
18 highest and best offer I have received to date.

19 12. I will continue to actively market the Mildred Property and solicit overbidders
20 until the property is sold.
21

22 I declare under penalty of perjury, under the laws of the United States, that the
23 foregoing is true and correct, and that this declaration was executed by me on the ____ day of
24 July 2017 at 7/18/2017, California.

25  

26 _____
27 Larry Bovshow
28

EXHIBIT 1



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE**

PRINTED ON THE BACK (OR A SEPARATE PAGE)

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Marian Farimani 7/5/2017 Date 0044B10356EA49E...

Marian Farimani

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent DocuSigned by: RE/MAX OLSON ESTATES BRE Lic. # 0965994

By [Signature] Real Estate Broker (Firm) 7/5/2017 BRE Lic. # 01937591 Date _____

By 4068EFB7E33F435... (Salesperson or Broker-Associate) Alex Khalilifard

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord, and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Martine M. Dennis, Conservator 7/6/2017
Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

RE/MAX OLSON ESTATES, 6355 Topanga Canyon Blvd STE 100 Woodland Hills, CA 91367 Phone: 310.422.8828 Fax: _____ Marian Farimani -
Alex Khalilifard Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



CIVIL CASE NO. 17-0279 Page 28 of 76

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY)

is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY)

is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or

(Name of Selling Agent if not the same as the Listing Agent)

☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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Reviewed by _____ Date _____



AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Marian Farimani



CALIFORNIA
ASSOCIATION
OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: **(a)** Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; **(b)** Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and **(c)** other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller, Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Martene M. Dennis, Conservator Date 7/6/2017
 Seller DocuSigned by: 3456804485764F4... Date _____
 Buyer Marian Farimani 7/5/2017 Marian Farimani Date _____
 Buyer 0044B10356EA49E... Date _____

Real Estate Broker (Firm) RE/MAX OLSON ESTATES CalBRE Lic # 00965994 Date _____
 By Larry Boushew CalBRE Lic # 00768672 Date 7/6/2017
Larry Boushew 262EFA4B9532458...

Real Estate Broker (Firm) RE/MAX OLSON ESTATES CalBRE Lic # 0965994 Date _____
 By Alex Khalilifard 7/5/2017 CalBRE Lic # 01937591 Date _____
4068E9B7E337495

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Reviewed by _____ Date _____



PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

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PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Probate, Conservatorship and Guardianship Property
Under the Authority of the Probate Code
(C.A.R. Form PPA, Revised 6/17)

To the court-appointed representative ("Representative") of an estate, conservatorship or guardianship identified in the Superior Court ("Seller"):

Date Prepared: July 5, 2017

1. OFFER:

- A. THIS IS AN OFFER FROM Marian Farimani ("Buyer"),
B. THE REAL PROPERTY to be acquired is 4184 Mildred Avenue, situated in
Culver City (City), Los Angeles (County), California, 90066 (Zip Code), Assessor's Parcel No. 4231022036 ("Property").
C. THE PURCHASE PRICE offered is One Million, Sixty Thousand

Dollars \$ 1,060,000.00

- D. CLOSE OF ESCROW shall occur on ☐ (date) (or ☐ Days After Acceptance).
If court confirmation of the sale is REQUIRED: (i) escrow shall close within 10 (or) Days from Escrow Holder's or Buyer's receipt of a Copy of the court Order Confirming Sale; and (ii) Seller shall not be obligated to sign escrow instructions or incur any escrow costs prior to court confirmation.

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

The Property is sold "AS IS," in its present condition as of the date of Acceptance, unless otherwise agreed in writing.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent RE/MAX OLSON ESTATES (Print Firm Name) is the agent of (check one):
☐ the Seller exclusively; or ☒ both the Buyer and Seller.

Selling Agent RE/MAX OLSON ESTATES (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Obtaining the loans below is NOT a contingency of this Agreement unless paragraph 3E(1) is checked. If Buyer does not obtain the loan(s) and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies. Obtaining deposit, down payment and closing costs are covenants of this Agreement. Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of. \$ 32,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

- OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of. \$ _____ within _____ Days After Acceptance (or _____).

- C. ☐ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of. \$ 660,000.00

This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☒ Other Hard Money. This loan shall be at a fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

- (2) ☐ SECOND LOAN in the amount of. \$ _____

This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

- (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials MF ()

Seller's Initials MMDC ()

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PROBATE PURCHASE AGREEMENT (PPA-CA PAGE 1 OF 10)

RE/MAX OLSON ESTATES, 6355 Topanga Canyon Blvd STE 100 Woodland Hills, CA 91367
Alex Khalilifard

Phone: 310.422.8828

Fax:

Marian Farimani

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E. LOAN TERMS:

(1) ☒ **LOAN CONTINGENCY: (Applies only if checked)** Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are **not contingencies** of this Agreement.

(a) **LOAN APPLICATIONS:** Within **3 (or ____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(b) **LOAN CONTINGENCY REMOVAL:** Within **21 (or 10) Days** After Acceptance, Buyer shall, as specified in paragraph 17, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(2) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

F. ADDITIONAL FINANCING TERMS:

G. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ **368,000.00**
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

H. PURCHASE PRICE (TOTAL): \$ **1,060,000.00**

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3D(4) (a) shall, within **3 (or ____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☒ Verification attached.)

J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 17B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or 10) Days** After Acceptance.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):

A. Type of Probate: Seller shall inform Buyer at the time of ☐ Acceptance or ☐ within the time for Seller Disclosures in paragraph 17 if the Property is being sold as part of a decedent's estate, conservatorship or guardianship.

(1) If the property is being sold through a conservatorship or guardianship, then court confirmation is required and the sale shall proceed under paragraph 4B(2).

(2) If property is being sold as part of a decedent's estate, paragraph 4B(1) applies unless 4B(2) or 4B(3) is checked.

B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of ☐ Acceptance or ☐ within the time for Seller Disclosures in paragraph 17 if court confirmation is required. The sale will proceed under paragraph 4B(2) if court confirmation is required and under 4B(3) if court confirmation is not required.

(2) ☒ **Court Confirmation Required:** The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500. The court shall determine any further incremental overbidding amounts. See paragraph 5 for terms of court confirmation of the sale.

(3) ☐ **Court Confirmation Not Required:** Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 5 for terms of court confirmation of the sale. Buyer shall have **3 Days** After receipt of notification of a beneficiary or heir's objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

5. WHEN COURT CONFIRMATION IS REQUIRED:

A. Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 15 (or ____) days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding.

Buyer's Initials ☒ MF () ()

Seller's Initials ☒ MMDC () ()



B. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE.

If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within **10 (or _____) Days** from receipt of such Order by Escrow Holder or Buyer.

C. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required, or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

D. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or _____) days prior to the court confirmation hearing date. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- ☐ Financing Contingency (paragraph 3E).
- ☐ Lead-Based Paint Hazard Disclosures (paragraph 12A).
- ☐ Natural and Environmental Disclosures (paragraph 12B).
- ☐ Condominium/Planned Unit Development Disclosures (paragraph 12F).
- ☐ Buyer's Investigation of Property (paragraph 14).
- ☐ Review Of A Preliminary (Title) Report (paragraph 15A).

6. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

7. ADDENDA AND ADVISORIES:

A. ADDENDA:

<input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)
<input type="checkbox"/> Other _____
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)

B. BUYER AND SELLER ADVISORIES:

<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input checked="" type="checkbox"/> Probate Advisory (C.A.R. Form PAL)
<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)
<input type="checkbox"/> Other _____

8. OTHER TERMS: **Per item 4B(2): The sale is subject to bankruptcy court approval and is subject to overbids. The minimum overbid and subsequent overbids to be at discretion of the bankruptcy court.**

9. ALLOCATION OF COSTS

A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by **Seller's choice**

(2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

(3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☒ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

(2) (i) ☒ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

(ii) ☒ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) Buyer shall be provided, within the time specified in paragraph 17A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

(1) (a) ☒ Buyer ☒ Seller shall pay escrow fee **Each Pay Own Fees**

(b) Escrow Holder shall be **Landmark Escrow - Steve Racius**

(c) The Parties shall, within **5 (or _____) Days** After receipt, sign and return Escrow Holder's general provisions.

Buyer's Initials **MF** (_____) (_____) **PPA REVISED 6/17 (PAGE 3 OF 10)**

Seller's Initials **MMDC** (_____) (_____) **PPA REVISED 6/17 (PAGE 3 OF 10)**

PROBATE PURCHASE AGREEMENT (PPA PAGE 3 OF 10)



(2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 15E Each Pay Own Fees.(b) Owner's title policy to be issued by USA National Title - David Griffin.

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:(1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____.(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee _____.(3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.

(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.

(5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.

(6) Buyer to pay for any HOA certification fee.

(7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.(8) ☐ Buyer ☐ Seller shall pay for _____.(9) ☐ Buyer ☐ Seller shall pay for _____.(10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ _____, of a standard (☐ upgraded) one-year home warranty plan, issued by _____, with the followingoptional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: _____.

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.**10. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:****A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 10B or C.**B. ITEMS INCLUDED IN SALE:** Except as otherwise specified or disclosed,

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☐ all stove(s), except _____; ☐ all refrigerator(s) except _____; ☐ all washer(s) and dryer(s), except _____;

(3) The following additional items _____.

(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.(5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 17A, (i) disclose to Buyer if any item or system specified in paragraph 10 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller of this Agreement as specified in paragraph 14B and C.

(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 10B(4) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____._____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).**11. CLOSING AND POSSESSION:****A.** Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's primary residence.**B. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) ☐ at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at _____ AM/ ☐ PM on _____.**C. Seller Remaining in Possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.**D. Tenant-occupied property: Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**OR ☐ Tenant to remain in possession (C.A.R. Form TIP).**E.** At Close Of Escrow: (i) to the extent permitted Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.Buyer's Initials MF _____Seller's Initials DS MMDC _____

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PROBATE PURCHASE AGREEMENT (PPA PAGE 4 OF 10)

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers that they have in their possession or control. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

12. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 17A, deliver to Buyer, if required by Law. Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in paragraph 17B(1), return a Signed Copy of the Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (4) If any disclosure or notice specified in 12A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

(5) **Note to Buyer and Seller: Waiver of Lead Disclosures is prohibited by Law.**

B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 17A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. **EXEMPT SELLER DISCLOSURE:** Within the time specified in paragraph 17A, Seller shall complete and provide to Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD) identifying disclosures required by contract or applicable to all real Property sales.

D. **WITHHOLDING TAXES:** Within the time specified in paragraph 17A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

E. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

F. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) **SELLER HAS: 7 (or ____) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ____) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 17A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 17B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared

Buyer's Initials **MF** (_____) (_____) **PPA REVISED 6/17 (PAGE 5 OF 10)**

Seller's Initials **MMDC** (_____) (_____)



by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

- B. Seller shall make the Property available for all Buyer Investigations permitted by this Agreement. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

16. VESTING: Buyer intends to take title as follows:

Marre LLC

THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL. Seller will not Petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has **10 (or ____) Days** After Acceptance to designate in writing how title is to be taken.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 7A, 8, 9, 10B(4), 12A, B, C, D and G, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS: 17 (or 10) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 10B(4) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
- (3) By the end of the time specified in paragraph 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 17A, then Buyer has **5 (or ____) Days** After Delivery of any such items, or the time specified in paragraph 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials MF (____) (____)

Seller's Initials MD (____) (____)

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Marian Farimani



(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 17B(1) and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

C. SELLER RIGHT TO CANCEL:

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3E(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 10B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 17B(1); or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 22. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.


F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ____) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or ____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials  () ()

Seller's Initials  () ()



21. BROKERS:

- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

- 22. REPRESENTATIVE CAPACITY:** If one or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual then that Buyer shall so indicate in paragraph 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

23. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 6B, 7A, 8, 9, 12C, 15, 17G, 20, 21A, 22, 23, 27, 30, 31, 32 and 33 paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____).** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 21A and paragraph D of the section titled Real Estate Brokers on page 10.** Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B.** Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: **(i)** if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.**

- 24. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

- 25. MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller.

Buyer's Initials MF () ()Seller's Initials MMD () ()

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PROBATE PURCHASE AGREEMENT (PPA PAGE 8 OF 10)

Property Address: **4184 Mildred Avenue, Irvine, CA 92618** Page 38 of 76 Date: **July 5, 2017**

27. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).

28. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

29. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

30. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

31. DEFINITIONS: As used in this Agreement:

- A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. **"Close Of Escrow" or "COE"** means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. **"Deliver", "Delivered" or "Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. **"Representative"** means the court-appointed representative, administrator, executor, executrix, conservator, Guardian, or other court-appointed representatives of a person or estate subject to the jurisdiction of a probate court.
- N. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.

32. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date 7/5/2017

BUYER

Marian Farimani
0044BT0356EA49E...

(Print name) Marian Farimani

Date _____ BUYER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Seller's Initials

DS
MMDC

PPA REVISED 6/17 (PAGE 9 OF 10)

PROBATE PURCHASE AGREEMENT (PPA PAGE 9 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Marian Farimani



Property Address: **4184 Mildred Avenue, Main Document, Page 39 of 76** Date: **July 5, 2017**

33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO)

DATED:

DocuSigned by:

SELLER By Martene M. Dennis, Conservator Date 7/6/2017
 (Print name) Martene M. Dennis, Conservator

Court-Appointed Representative(s) of

SELLER By

Date

(Print name)

Court-Appointed Representative(s) of

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(/) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at ☐ AM/ ☐ PM.

(Initials)

A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:**A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.****B. Agency relationships are confirmed as stated in paragraph 2.****C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. COMMISSION IN EVENT OF AN OVERBID BY ANOTHER BROKER: In the event court confirmation of the sale is required, the original selling Broker identified above agrees to waive all commission rights in the event of a successful overbid in court by a different buyer represented by another broker.

F. If court confirmation of the sale is required, the court will determine the commission amount. Commissions awarded vary from county to county. Commissions are payable by Seller only if the sale closes. Seller is not liable for a commission to any broker or associate licensee who is directly or indirectly a purchaser of the Property, or has an interest in the purchaser.

Real Estate Broker (Selling Firm) RE/MAX OLSON ESTATESCalBRE Lic. # 0965994By Alex Khalilifard CalBRE Lic. # 01937591Date 7/5/2017By 4068EFB7E33F435... CalBRE Lic. #

Date

Address 6355 Topanga Canyon BlvdCity Woodland HillsState CA Zip 91367Telephone (310)422-8828Fax (818)313-6351E-mail Alex@TopHomesLA.comReal Estate Broker (Listing Firm) RE/MAX OLSON ESTATESCalBRE Lic. # 00965994By Larry Bovshow CalBRE Lic. # 00768672Date 7/6/2017By 252EFAAB9B32458... CalBRE Lic. #

Date

Address 6355 Topanga Cyn. Blvd #100City Woodland HillsState CA Zip 91367Telephone (818)346-7362Fax (818)313-6351E-mail larry@trustpropertiesusa.com**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 23 of this Agreement, any

supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: () Listing Broker presented this offer to Seller on _____ (date).

Broker or Designee Initials

REJECTION OF OFFER: () () No counter offer is being made. This offer was rejected by Seller on _____ (date).

Seller's Initials

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525 South Virgil Avenue, Los Angeles, California 90020

PPA REVISED 6/17 (PAGE 10 of 10)

Buyer's Acknowledgment that page 10 is part of this Agreement ☒ () ()

Reviewed by
Broker or Designee _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

Case 2:16-bk-22654-VZ Doc 75 Filed 07/18/17 Entered 07/18/17 20:51:10 Desc
BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA, Revised 11/14)

Property Address: 4184 Mildred Avenue, Culver City, CA 90066 ("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory.

Buyers are encouraged to read it carefully.

Buyer Marian Farmani 7/5/2017

Buyer _____

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA
ASSOCIATION
OF REALTORS®

Main Document Page 41 of 76

PROBATE ADVISORY

FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES

(C.A.R. Form PA, Revised 4/11)

4184 Mildred Avenue

The sale of the Property described as (address) Culver City, CA 90066,

pursuant to the attached Probate Purchase Agreement (C.A.R. Form PPA-11), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
- 2. Earthquake Guides:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
- 3. Smoke Detectors:** The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- 1. Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
- 2. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
- 3. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
- 4. Lead-based Paint:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- 5. Carbon Monoxide Devices:** The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- 6. Data Base Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
- 7. Tax Withholding:** The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

Buyer's Initials (MF) (_____)

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PA 4/11 (PAGE 1 OF 2)

Seller's Initials (MMDC) (_____)

Reviewed by _____ Date _____



PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PA PAGE 1 OF 2)

RE/MAX OLSON ESTATES, 6355 Topanga Canyon Blvd STE 100 Woodland Hills, CA 91367
Alex Khalilifard

Phone: 310.422.8828
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Fax:

Marian Farimani

8. Brokers:

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.
- 4. Court Confirmation/Independent Authority:**

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.


If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

Date _____

Date 7/6/2017

DocuSigned by:

 Buyer X 7/5/2017
 004B10356FA49E
 Marian Farimani

DocuSigned by:

 Seller 34B6B04463764F4...

Buyer _____

Seller _____

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PA 4/11 (PAGE 2 OF 2)

PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PA PAGE 2 OF 2)

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Marian Farimani

EXHIBIT 2



LANDMARK ESCROW

6355 Topanga Cyn Blvd., #230
Woodland Hills, CA 91367

Phone: (818) 610-1518
Fax: (818) 610-1584

LANDMARK ESCROW IS LICENSED BY THE DEPARTMENT OF BUSINESS OVERSIGHT OF THE
STATE OF CALIFORNIA, LICENSE NUMBER 9631815.
THE OWNER OF RE/MAX OLSON & ASSOCIATES, INC. AND THE OWNER OF THE OLSON AGENCY (ALSO DOING BUSINESS
AS PANTERA REAL ESTATE INC.) HAS A FINANCIAL INTEREST IN LANDMARK ESCROW, INC.

ADDENDUM TO PROBATE PURCHASE AGREEMENT & JOINT ESCROW AND RECEIPT FOR DEPOSIT INSTRUCTIONS DATED
July 5, 2017

SALE ESCROW INSTRUCTIONS

Escrow No.: 081536-SR

Steve Racijs
Escrow Officer

Date: July 6, 2017

We, the undersigned, hand you a copy of the Probate Purchase Agreement and Joint Escrow Instructions (and Receipt
for Deposit) dated July 5, 2017 including Counter Offers **Zero** and Addendums **Two** (original(s) of which has/have been
executed by all parties and retained by broker). Your duties and responsibilities are limited to those paragraphs specified
in paragraph 23, of the original Probate Purchase Agreement & Joint Escrow Instructions (and Receipt for Deposit).

Buyer has handed LANDMARK ESCROW, INC. initial deposit in the amount of	\$32,000.00
Prior to close of escrow, buyer will deposit an additional amount of	\$368,000.00
Buyer herein to obtain a new first trust deed loan in the amount of	\$660,000.00

Total Consideration	\$1,060,000.00
----------------------------------	-----------------------

I/We will deliver to you any instruments which this escrow requires shall be executed by me, all of which you are
instructed to use provided that on or **within 10 Days of Escrow Holders Receipt of Court Order Confirming Sale** you
hold a policy of title insurance with the usual title company's exceptions, with a liability of **\$1,060,000.00** covering property:

Lot 31 of Tract No. 6617, in the City of Culver City, County of Los Angeles, State of California, as per Map recorded in
Book 68, Page 70 of Maps, in the Office of the County Recorder of said County.

The principals to this transaction agree that if no additional instructions are received from either or both of them
within 60 days after the last closing date agreed to in writing by the principals, and such date has been made
known to Escrow as a result Escrow receiving an instruction executed by all principals to the transaction,
Escrow may, at it's sole option, treat the escrow as cancelled. In these circumstances, Escrow is also hereby
authorized by the principals to charge the principals from any funds on deposit with Escrow an escrow
cancellation fee equal to 1/2 of the amount Escrow would have charged had the escrow closed or the sum of
\$1,000.00 whichever is greater. Escrow will not disburse any funds remaining on deposit with Escrow without the
receipt of written instructions in that regard executed by all principals. This shall not, however, prevent Escrow,
at it's sole option, from disbursing any remaining funds on deposit to the California State Controller as being
unclaimed.

PROPERTY ADDRESS: 4184 Mildred Avenue, Culver City, CA 90066

SHOWING TITLE VESTED IN: Marian Farimani (exact vesting to be determined prior to the close of escrow without
further written instructions from seller)

FREE FROM ENCUMBRANCES EXCEPT:

- (1) All General and special Taxes for the fiscal year 2017 and 2018, including bonds, special assessments and
personal property taxes, if any, assessed against former owner, and/or supplemental taxes assessed pursuant to
the provisions of Chapter 498, Statutes of 1983 of the State of California. (Change of Ownership will affect the
taxes to be paid. A Supplemental Tax Bill will be issued and BUYER accepts all responsibility for all additional
taxes due because of said reassessment. TAX BILLS ISSUED AFTER THE CLOSE OF ESCROW SHALL BE
HANDLED DIRECTLY BETWEEN BUYERS AND SELLERS.)
- (2) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements, and any oil, gas, or mineral
reservations now of record, if any.
- (3) First Deed of Trust to record securing a note in the amount of \$660,000.00.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

Date: July 6, 2017

Escrow No.: 081536-SR

Page 2 of 7: Additional instructions made a part of previous pages as fully incorporated therein.

INSTRUCTIONS:

- A. **FINANCE:** First Deed of Trust to file, and note secured thereby in the amount of \$660,000.00 in favor of lender of Buyer's choice as per their terms, to be obtained by buyer at buyer's expense. Said loan to be at the best prevailing rate and terms. Buyer's signature on said documents shall be indication of their approval of all terms and conditions contained therein and Escrow Holder's authorization for the use of same.
- B. **GOVERNMENT COMPLIANCE FEE/PROFESSIONAL SERVICE FEE:** In the event Seller or Buyer's broker charges a Government Compliance Fee or a Professional Service Fee, to which the Seller or Buyer has agreed in writing to pay to Broker; the Escrow Holder is hereby instructed to pay same from the proceeds due the undersigned Seller or from Buyer's funds on deposit. Said fees shall only be paid upon the closing of the sale of the property.
- C. **ASSEMBLY BILL 512: "GOOD FUNDS LAW".** AB 512 enacts a new Section 12413.1 to the State of California Insurance Code that regulated real estate escrow disbursements by title insurance companies, controlled escrows and underwritten title companies. The Bill requires that checks be deposited by the title company prior to escrow disbursement.

THE NEW LAW ESTABLISHED A THREE-TIER SYSTEM TO DETERMINE WHEN DISBURSEMENT MAY OCCUR.

- 1) Cash and "Wired Funds" may be disbursed on the same day as deposited.
- 2) Teller's, checks, cashier's checks and certified checks may be disbursed on the first business day following the day of deposit. (A teller's check is defined as a check drawn by an insured financial institution against another insured financial institution.)
- 3) Personal checks, corporate checks and drafts received from title companies (including escrow trust checks) may be disbursed on the day when the item must be made available for withdrawal by depositors under Regulation CC adopted by the Federal Reserve Board of Governors. Until September 1, 1990, the hold period on these items is three (3) business days following the date of deposit of local checks and seven (7) business days following the date of deposit of non-local checks; after September 1, 1990, these hold periods will be reduced to two (2) business days following the date of deposit for local checks and five (5) business days following date of deposit for non-local checks.

Please prepare for delayed disbursements of funds to all recipients at the close of escrow.

All parties are aware that **NO** interest will be paid to recipients of funds from LANDMARK ESCROW, INC. as a result of this delay as outlined under Senate Bill 1550.

NO ESCROW WILL RECORD UNTIL THE ABOVE REQUIREMENTS HAVE BEEN MET. NO EXCEPTIONS!

Buyers are aware that interest on new loan commences on the date the funds are disbursed by Lender, and Sellers are aware that interest on existing loans of record will accrue until date payoff is received by Lender, REGARDLESS OF DATE ESCROW CLOSES (RECORDING).

- D. **CLOSING FUNDS:** Each party acknowledges that the close of escrow is conditioned on check clearances. Funds to close must be in the form of a Cashier's Check drawn on a bank with clearing house in the State of California OR be wire transferred to LANDMARK ESCROW, INC. two (2) days prior to recording of documents. **ALL FINAL FUNDS IN EXCESS OF \$100,000.00 MUST BE WIRE TRANSFERRED.**
- E. **CHANGE OF OWNERSHIP:** Buyer will complete a "Preliminary Change of Ownership Report" which should be presented to the County Recorder at the same time of recordation as the Deed for the subject property. Should Buyer decline to complete said "Preliminary Change of Ownership Report", or if rejected by the County Recorder, Buyer (or Seller if required by lender) will be assessed with an additional \$20.00 surcharge by the County Recorder, which shall be charged to the Buyers account (or to Seller's account if required by lender). In this event, a Standard Change in Ownership statement (Revenue and Taxation Code, Section 480) will be mailed to the Buyer by the Office of the County Assessor. Failure on the part of the Buyer to complete and return said Standard Change of Ownership mailed under authority of Section 480 within 45 days, will result in a penalty of 10% of the taxes due, after processing the reassessment caused by a change in ownership or \$100.00, whichever is greater, but not to exceed the sum of \$2,500.00.
- F. **SATISFACTION OF CONTINGENCY:** Buyer's deposit of balance of funds shall constitute their acknowledgement that all terms, conditions and contingencies have been met. Escrow holder is hereby authorized and instructed to proceed with the closing of escrow unless specifically notified in writing by either Buyer or Seller.
- G. **CUSTODIAL FEE:** You are authorized and instructed to deduct \$25.00 per month as a custodial fee from any funds on deposit not disbursed within 3 months after the close of escrow, or 3 months after the scheduled close of escrow.
- H. **1099 FORM:** If required by law, the Seller shall hand to Escrow Holder an IRS 1099 gross proceeds report, which you are to forward to the IRS in accordance with the law, and a copy thereof is to be delivered to the seller at the close of escrow. This is NOT in lieu of any tax withholding which may become applicable under FIRPTA & CAL FIRPTA. ESCROW HOLDER IS AUTHORIZED AND INSTRUCTED TO INSERT BUYER'S PART OF REAL ESTATE TAX PAID, OVER THE SIGNATURE OF THE SELLER, ON SAID 1099, AT THE CLOSE OF ESCROW

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

Date: July 6, 2017

Escrow No.: 081536-SR

Page 3 of 7: Additional instructions made a part of previous pages as fully incorporated therein.

WITHOUT ANY LIABILITY ON THE PART OF ESCROW HOLDER FOR DOING SO.

- I. **NOTIFICATION TO BUYER AND SELLER REGARDING TAX WITHHOLDING REQUIREMENTS OF CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662 AS AMENDED BY AB2065 ON SALE OF REAL PROPERTY:** In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3 percent of the sale price in the case of a disposition of California real property interest by either: 1) A seller who is an individual, trust, or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR 2) A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property. The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500.00). However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if: 1) The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR 2) The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR 3) The seller, who is an individual, trust, estate or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following: A. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of section 121 of the Internal Revenue Code). B. The last use of the property being conveyed was use by the transferor as the transferor's principal residence within the meaning of Section 121 of the Internal Revenue Code. C. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code. D. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code. E. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes. The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement. Seller or buyer may contact Franchise Tax Board Withholding At Source Unit, P.O. Box 651, Sacramento, CA 95812-0651, (916) 845-6442.
- J. **NO HOME WARRANTY PROTECTION POLICY:** Buyer herein instructs Escrow Holder to close escrow without a Home Warranty Protection Policy.
- K. **PRIVACY NOTICE:** We collect non-public information you provide on forms and documents and from others such as your lender, attorney, etc. We do not disclose any non-public information about our clients or former clients to anyone, except as permitted by law and we restrict access to non-public information about you to those employees and affiliated businesses in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.
- L. **GRANT DEED CHANGE:** Seller and Buyer are hereby made aware that the Original Grant Deed may require alterations after it has been signed and notarized to comply with Escrow Instructions received after the drafting of the Deed. This may include, but not limited to: the adjustment of transfer tax should the sales price change, the addition or deletion of a buyer should an amendment be mutually acknowledged accepting same, the buyers vesting to be corrected as per their written instructions. The undersigned Buyers and Sellers hereby acknowledge and instruct Escrow Holder to make such alterations/corrections.
- M. **PAPERWORK C/O REALTOR:** Seller and Buyer are hereby made aware that the delivery of paperwork to the client directly is recommended by Landmark Escrow, Inc.. In circumstances where the agent has given instruction for the paperwork to be sent directly to the representing agent, the client understands and accepts this as though it was instructions given by them directly. Documents not sent directly to the clients may cause delays or other problems to occur during or after the close of escrow. Clients are encouraged to contact Landmark Escrow, Inc. to ensure that proper forwarding/billing addresses are on file for documents after the close of escrow ie; tax bills, hoa payment notification, final title policies, and other misc. documents. If proper notification is not provided this may result in documents that are sent to the real estate representatives office rather than the clients forwarding/billing address and Landmark Escrow, Inc. is hereby to be held harmless in the event of any late fees or penalties that may occur from such cases.
- N. **EXECUTION OF DOCUMENTS:** These instructions or any amendments thereto may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document. Documents may also be executed by a digital signature through Docusign software and the signing party hereby acknowledges and agrees that the execution of these documents through the digital program shall constitute their approval of the document as if the party had affixed an original handwritten signature to the document. You are hereby given a lien upon all the right, title and interests of each of the parties hereto, in all escrowed documents, funds and other property, and all monies or property for any and all expenses, attorney's fees, losses and other liabilities caused you in this escrow.
- O. **FINAL TITLE POLICY:** All parties agree to and acknowledge that escrow holder will instruct the title company to forward the policy of title insurance directly to the buyer at the address provided by written instruction to escrow holder. Therefore escrow holder will be held harmless of any responsibility or liability regarding delivery of said title policy to buyer at the close of escrow.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

Date: July 6, 2017

Escrow No.: 081536-SR

Page 4 of 7: Additional instructions made a part of previous pages as fully incorporated therein.

- P. **IN THE EVENT EITHER PARTY REQUESTS CANCELLATION OF THIS ESCROW AT ANY TIME, ALL PARTIES ARE AWARE THAT THIS ESCROW WILL NOT BE CONSIDERED CANCELLED, AND NO FUNDS WILL BE DISBURSED UNTIL ESCROW HOLDER HAS RECEIVED MUTUALLY SIGNED CANCELLATION INSTRUCTIONS FROM ALL BUYERS AND SELLERS.**Should the principals, or any of them, cancel the transaction, the principals agree and authorize Escrow to charge the principals from any funds on deposit with Escrow a cancellation fee equal to \$500.00 so long as Escrow is notified in a manner other than verbally that Escrow is being cancelled more than 10 days prior to the last agreed upon date of closing. Should Escrow be notified (other than verbally) that the transaction is being cancelled within 10 days of the closing date (including on the 10th day), Escrow is authorized to increase the cancellation to the sum of \$1,000.00.
- Q. **PRORATIONS:** Prorate as of Close of Escrow
Real Property taxes based on latest tax bill or on amount furnished by title company.

THESE ESCROW INSTRUCTIONS ARE NOT INTENDED TO SUPERSEDE THE REAL ESTATE PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT, BUT TO CARRY OUT ITS TERMS AND CONDITIONS IN CONSUMMATING THE PURCHASE AND SALE, EXCEPT AS MAY BE AMENDED OR MODIFIED BY THE MUTUAL WRITTEN INSTRUCTIONS OF THE PARTIES.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

Date: July 6, 2017

Escrow No.: 081536-SR

Page 5 of 7: Additional instructions made a part of previous pages as fully incorporated therein.

ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS

1. Your duty to act as escrow holder does not commence until these instructions, signed by all parties, are received by you. All funds received in this escrow shall be deposited with a State or Federal bank with other escrow funds and all disbursements shall be made by check of this Escrow Co. Make all adjustments and proratings on the basis of a 30 day month. "Close of Escrow" is the day instruments are recorded. All documents and funds due the respective parties herein are to be mailed to the addresses set out below their respective signatures unless otherwise instructed. Our signatures on any documents and instructions pertaining to this escrow indicate our unconditional approval of same. Whenever provision is made herein for the payment of any sum, the delivery of any instrument, or the performance of any act "outside of escrow" you as escrow holder shall have no responsibility thereof, shall not be concerned therewith and are specifically relieved of any obligation relative thereto.
2. You shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any documents deposited in escrow, nor as to the identity, authority or rights of any person executing same, either as to documents of record or those handled in this escrow. Your duties hereunder shall be limited to the safekeeping of such money and documents received by you as escrow holder, and for the deposition of the same in accordance with the written instructions accepted by you in this escrow. You shall not be required to take any action in connection with the collection, maturity or apparent outlaw of any obligations deposited in this escrow, unless otherwise instructed. You shall not be liable for any of your acts or omissions done in good faith, nor for any claims, demand, losses or damages made, claimed or suffered by any party to this escrow, excepting such as may arise through or be caused by your willful neglect or gross misconduct.
3. All parties agree that as far as your rights and liabilities are involved, this transaction is an escrow and not any other legal relation and you are an escrow holder only on the within expressed terms, and you shall have no responsibility of notifying me or any of the parties to this escrow of any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow. **NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR OCCURRED, UNDER THIS ESCROW OR IN CONNECTION WITH THE HANDLING OF THIS ESCROW. UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW, OR CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.**
4. Seller guarantees and you shall be fully protected in assuming that, as to any insurance policies handed you, each policy is in force, has not been hypothecated and that all necessary premiums therefor have been paid. You will transmit for assignment any insurance policy handed you for use in this escrow, but you shall not be responsible for verifying the acceptance of the assignment and policy by the insurance company. **ESCROW HOLDER WILL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OF THE REQUEST FOR ASSIGNMENT BY THE ISSUING COMPANY.** Buyer and seller are hereby placed on notice that if the insurance company should fail to receive said assignment, the issuing company may deny coverage for any loss suffered by Buyer. **IT IS THE OBLIGATION OF THE BUYER OR HIS REPRESENTATIVE TO VERIFY THE ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE ISSUING COMPANY.**
5. Deliver assurances of title, and insurance policies, if any, to holder of senior encumbrances or his order, or if there is no encumbrances, then to the buyer or his order.
6. In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, you are instructed, nevertheless, to complete same at any time thereafter as soon as the conditions (except as to time) have been complied with, unless any of us shall have made written demand upon you for the return of money or documents deposited by him. Party electing to cancel this escrow hereby promises and agrees to pay your cancellation expenses. After the expiration of such time, this escrow may be cancelled by any one party thereto, but only by depositing into escrow a written demand to cancel.
7. All notices, demands and instructions must be in writing. In the event conflicting demands or notices are made or served upon you or any controversy arises between the parties hereto or with third persons growing out of or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and performance of this escrow, until you receive written notification satisfactory to you or the settlement of the controversy by agreement of the parties thereto, or by final judgement of a Court of competent jurisdiction, and may withhold all money, securities, documents, or other things deposited until such controversy shall be determined by agreement or appropriate legal proceedings, and in such event you shall not be liable for interest or damage. All of the parties to this escrow hereby jointly and severally promise and agree to pay promptly on demand as well as to indemnify you and to hold you harmless from and against all litigation and interpleader costs, damages, judgments, attorney's fees expenses, obligations and liabilities of every kind which, in good faith, you may incur or suffer in connection with or arising out of this escrow, whether said litigation, interpleader, obligations, liabilities, or expenses arise during the performance of this escrow, or subsequent thereto, directly or indirectly.
8. You are hereby authorized to deposit any funds or documents handed you under these escrow instructions, or cause the same to be deposited, with any duly authorized sub-escrow agent, subject to your order at or prior to the close of escrow, in the event such deposit shall be necessary or convenient for the consummation of this escrow.
9. The parties to these escrow instructions authorize you to destroy these instructions and all other instructions and records in this escrow at any time after five (5) years from the date of the date of these escrow instructions.
10. You may deduct from any net proceeds any amount owed to you by Buyer and/or Seller in any other matter.
11. In the event of failure to pay fees or expenses due you hereunder, on demand, Buyer and/or Seller agree to pay a reasonable fee for any attorney's services which may be required to collect such fees or expenses.
12. It is understood that the fee for your service is for your ordinary services only. In the event that you render any services not provided for herein, or if there is any modification hereof, or should any controversy or litigation arise to which you are made a party, or intervene in, you shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses, including, but not limited to attorney's fees, which you may incur in connection therewith. You shall have the right to retain all monies and documents held by you until such compensation, costs and expenses shall be paid, the undersigned hereby jointly and severally promising to pay such sums on demand. In the event this escrow is not completed for any reason, you are authorized to deduct and pay your fee plus any costs incurred, from any funds on deposit.
13. If Seller unilaterally assigns or orders the proceeds of this escrow to be paid to a person or entity other than the seller, such assignment or order shall be subordinate to the expenses of this escrow, liens of record on the subject property, and payments directed to be made jointly by Buyer and Seller. If the result of such assignment or order would be to leave the escrow without sufficient funds to close, then you are directed to close nevertheless and to pay such assignments or orders only out of the net proceeds due seller except for such assignments or orders, and to pay them in the order in which such assignments or orders are received by you.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

Date: July 6, 2017

Escrow No.: 081536-SR

Page 6 of 7: Additional instructions made a part of previous pages as fully incorporated therein.

14. The adjustment and prorations called for shall be computed as set forth below, or as otherwise amended in writing:

(a) Taxes, including all tax bill items, except taxes on personal property not conveyed through this escrow, based on current year's taxes, or, between July 1st and November 1st of each year based on immediately preceding year's taxes. In each case, use the figures from the tax bill handed you by the Seller or figures furnished you by the title company, without liability on your part as to their correctness. Any charges in said taxes disclosed subsequent to close of escrow are a matter between Buyer and Seller only and of no concern to escrow

(b) Interest on Mortgages and/or Trust Deeds of record; mortgage insurance premiums, funds accrued in impound account for future payment of taxes, fire or mortgage insurance as disclosed by any beneficiary statement received in escrow. If any beneficiary statement discloses that the unpaid PRINCIPAL AMOUNT DUE ON ANY TRUST DEED OF RECORD IS MORE OR LESS THAN THE AMOUNT HEREIN SET FORTH, adjust the difference in cash through this escrow, unless otherwise provided herein.

(c) Any rental prorations will be on the basis of statements furnished you by Seller or Broker.

15. Computation of Time. All periods of time referred to in these instructions shall include all Saturdays and Sundays and State or National holidays unless the period of time specifies business days; a business day is any day other than Saturday, Sunday and State or National holidays. However, if the date for last date to perform any act or giving any notice with respect to these instructions shall fall on a Saturday, Sunday, or State or National holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or National holiday.

16. Buyer and Seller authorize you in your discretion to deliver to any lender or to any brokers involved any documents pertaining to this escrow.

17. You are not to be concerned with the giving of any disclosures required by Federal or State law, specifically but not exclusively, RESPA (Real Estate Settlement Procedures Act), Regulation Z (Truth in Lending Disclosures) or other warnings, or any warranties, expressed or implied. Neither are you to be concerned with the effect of Zoning regulations, building restrictions, or accuracy of any structural pest control report(s) or clearance(s) which may pertain to or affect the land or improvements that are the subject of this escrow.

18. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any other law regulating land division, and you as escrow holder are relieved of all responsibility and/or liability in connection therewith, and are not to be concerned with the enforcement of said laws.

19. In the event any Offer to Purchase, Deposit receipt or any other form of Purchase Agreement is deposited in this escrow, it is understood that such document shall be effective only as between parties signing said document. You as escrow holder are not to be concerned with the terms of such document and are relieved of all responsibility and/or liability for the enforcement of such terms and your only duty being to comply with the instructions set out in this escrow. In connection with any loan transaction involving an FHA or VA loan, you are authorized to deliver a copy of any such document, to FHA, VA or lender as the case may be.

20. The original escrow instructions are not intended to supersede the original deposit receipt or counter offers thereto, nor do they render any portions thereof invalid, but are for the express purpose of enabling escrow holder to complete this transaction in accordance with the terms contained herein. Buyer and Seller understand that the deposit receipt and/or counter offer are in full force and effect and binding on the parties in conjunction with these instructions. Escrow holders liability is limited to the escrow instructions only. In the event of a conflict between the provisions of the escrow instructions and the provisions of the deposit receipt and/or counter offers the provisions of the deposit receipt and/or counter offers shall prevail.

LANDMARK ESCROW, INC. hereby discloses that it currently has a policy (subject to change or withdrawal at any time) to offer its services at a discount to return customers whose use of LANDMARK ESCROW, INC. is consistent with the policy.

PAYMENT OF ESCROW FEES ARE A MATTER OF AGREEMENT AS OUTLINED IN THE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE PARTIES TO THE ESCROW AND ARE SUBJECT TO THE TERMS OF THE GENERAL CONDITIONS OF ESCROW. LANDMARK ESCROW, INC. FEES ARE POSTED INSIDE THE OFFICE OR CAN BE VIEWED AT OUR WEBSITE AT LANDMARKESCROW.COM. FOR YOUR ADDED CONVENIENCE YOU MAY CONTACT YOUR ESCROW OFFICER AT ANY TIME DURING THE TRANSACTION FOR A PERSONALIZED ESTIMATED CLOSING STATEMENT.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH SAME APPEARED OVER THEIR SIGNATURES. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

I/we agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

SELLER(S) ONLY: The foregoing terms, provisions, conditions, and instructions, and those "Additional Escrow Conditions and Instructions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above which you are authorized to deliver when you hold for my account the sum of **\$1,060,000.00** within the time as above provided, pay your escrow charges my recording fees, charges for evidence of title as called for, whether or not this escrow is consummated, except those the buyer agrees to pay. You are hereby authorized to pay bonds, assessments, taxes, and any liens of record to show title as called for, affix Internal Revenue stamps on deed as required.

The undersigned Buyer and Seller herein acknowledge that in order for Escrow Holder to comply with the Real Estate Settlement Procedures Act (RESPA): Rule To Simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs; Final Rule as amended on November 11, 2008 some or all of the costs and charges that Seller has agreed to pay for under the terms and conditions of the PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (PPA-CA) between the parties may need to be itemized on the Estimated and/or Final HUD Settlement Statements as a Charge to the Buyer with a corresponding Credit for the total amount of said items from the Seller to the Buyer.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

Date: July 6, 2017

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Page 7 of 7: Additional instructions made a part of previous pages as fully incorporated therein.

Buyer and Seller herein agree that any credits necessary to comply with the referenced RESPA requirements shall not affect the amount of the total credits, if any, from Seller to Buyer provided for in the PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (PPA-CA) between the parties .

SELLERS:

BUYERS:

Marlene M. Dennis, Successor Conservator of the Estate of
Barbara S. Brody pursuant to the Probate Proceedings filed in Los Angeles County, Probate Case No. BP144847

Marian Farimani

By: _____
Marlene M. Dennis, Successor Conservator

EXHIBIT 3



USA National Title Company, Inc.
301 N. Lake Avenue #550
Pasadena, CA 91101
Phone (877) 908-5220 • Fax (626) 773-7606
www.usanationaltitle.com

ESCROW OFFICER: **Steve Raci**

TO: **Landmark Escrow**
6355 Topanga Canyon Blvd. #230
Woodland Hills, CA 91367

TITLE OFFICER: **Randy Viall / Gerardo Dellosa**
PHONE: (877) 908-5220
FAX: (626) 773-7606
Email: tu30@usa-ntc.com

ORDER NO. **071730349-RG**

YOUR REFERENCE: **081504-SR**

PROPERTY ADDRESS: **4184 Mildred Avenue, Culver City, CA 90066**

UPDATED PRELIMINARY REPORT

EFFECTIVE DATE: **May 19, 2017 as of 7:30 a.m.**

*In response to the application for a policy of title insurance referenced herein. **USA National Title Company, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien, or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules. Conditions and Stipulations of said Policy forms.*

The printed Exceptions and exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

*The policy(s) of title insurance to be issued hereunder will be policy(s) of **North American Title Insurance Company.***

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

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SCHEDULE A

The form of Policy or Policies of title insurance contemplated by this report is:

American Land Title Association Loan Policy (2006)
ALTA Homeowner's Policy (2013)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE SIMPLE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The Conservator of the Estate of Barbara S. Brody, subject to the administration of the Probate proceeding filed in Los Angeles County, Probate Case No. BP144847 and subject to Item No. 9 and the Notice of Pendency of Action shown in Item No. 11 of Schedule B;

Also Subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Barbara S. Brody
Date of Filing: September 23, 2016
U.S. District Court: United States Bankruptcy Court, Central District, California
Case No: 2:16-BK-22654-VZ

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'A'

Lot 31, Tract No. 6617, in the City of Culver City, County of Los Angeles, State of California, as per map recorded in Book 68, Page 70 of Maps, in the office of the County Recorder of said county.

APN: 4231-022-036

Order No.: 071730349-RG

SCHEDULE 'B'

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PREPRINTED GENERAL EXCEPTIONS (SHOWN BELOW) AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1 st Installment:	\$6,682.73 Paid
2nd Installment:	\$6,682.73 Paid
Land Value:	\$680,000.00
Improvements:	\$450,000.00
Exemption:	\$0.00
Code Area:	03170
Assessment No.	<u>4231-022-036</u>

2. Supplemental taxes for the fiscal year issued pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State California:

Code Area:	03170
Parcel No.:	<u>4231-022-036</u>
First Installment:	\$3,585.48 Delinquent
Penalty:	\$358.54
Second Installment:	\$3,585.47 Delinquent
Penalty:	\$368.54
Year/Sequence:	2015

3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction prior to Date of Policy.
5. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
6. Covenants, conditions, and restrictions as set forth in instrument recorded in Book 2101, Page 294, Official Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Order No.: 071730349-RG

Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

7. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$268,000.00
Dated: November 19, 2002
Trustor: Barbara S. Brody
Trustee: PRLAP, Inc.
Beneficiary: Bank of America, N.A.
Recorded: November 26, 2002 as Instrument No. 02-2872728 of Official Records.
Loan No. 6074845865

A document recorded January 8, 2013 as Instrument No. 20130026602 of Official Records provides that Quality Loan Service Corporation was substituted as trustee under the Deed of Trust.

According to the public records, the beneficial interest under said deed of trust was assigned to Nationstar Mortgage, LLC by assignment recorded April 9, 2013 as Instrument No. 20130525180 of Official Records.

A document recorded May 10, 2013 as Instrument No. 20130710360 of Official Records provides that Clear Recon Corp. was substituted as trustee under the Deed of Trust.

A document recorded June 30, 2016 as Instrument No. 20160762195 of Official Records provides that Barrett Daffin Frappier Treder & Weiss, LLP was substituted as trustee under the Deed of Trust.

A notice of default recorded July 1, 2016 as Instrument No. 20160770202 of Official Records.

8. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$300,000.00
Dated: September 27, 2007
Trustor: Barbara S. Brody, an unmarried person
Trustee: PRLAP, Inc.
Beneficiary: Bank of America, N.A.
Recorded: November 6, 2007 as Instrument No. 20072494236 of Official Records.
Loan No. 31868240148340599

The above deed of trust is reflected as an equity line loan or a revolving line of credit. Prior to final payoff we will require a written statement from the beneficiary that the account has been frozen and or a full reconveyance must be submitted for recording concurrent with payoff.

A document recorded February 26, 2016 as Instrument No. 20160208516 of Official Records provides that Clear Recon Corp was substituted as trustee under the Deed of Trust.

A notice of default recorded February 26, 2016 as Instrument No. 20160208517 of Official Records.

A Notice of Trustee's Sale recorded June 27, 2016 as Instrument No. 20160736084 of Official Records.

Date of Sale: For most recent sale information contact (844) 477-7869
Trustee's Sale Number: 037747-CA

Order No.: 071730349-RG

A Notice of Trustee's Sale recorded August 1, 2016 as Instrument No. 20160898999 of Official Records.

Date of Sale: For most recent sale information contact (844) 477-7869
Trustee's Sale Number: 037747-CA

9. The interest, if any, of the grantee in the deed referenced below, at the date of said deed the grantor(s) therein had no apparent record interest in said land, nor have said grantor(s) subsequently acquired a record interest.

Grantor(s): David R. Israel, Conservator of the Estate and the Person of Barbara S. Brody, on behalf of Barbara S. Brody, an unmarried woman
Grantee(s): Rosalee S. Bauer (also known as Rose Bauer), an unmarried woman
Recorded: July 23, 2015 as Instrument No. 20150894143, Official Records

10. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$100,000.00
Dated: September 28, 2015
Trustor: Rosalee S. Bauer
Trustee: Jay Leslie Hofstadter, Inc.
Beneficiary: Matthew William Parr Bennett
Recorded: September 30, 2015 as Instrument No. 20151212513 of Official Records.
Loan No. None Shown

To avoid delays at the time of closing, please submit the original note, deed of trust, (Properly Executed) requested for reconveyance, and a final demand for pay-off executed by the record beneficiary.

In the event the demand is prepared by a servicing agent, the demand must be approved by the record beneficiary.

11. A Notice of Pendency of Action (Lis Pendens):

Recorded: July 1, 2016 as instrument no. 20160768605 of official records
Court: Superior Court of the State of California, County of Los Angeles
Case No: BP144847
Judicial District: Central District
Conservatorship of: Barbara S. Brody

12. The requirement that a copy of the "Order Confirming Sale" or the "Order Authorizing the Encumbrance" from the probate case referred to herein be submitted for examination at least 72 hours prior to close of escrow. A certified copy of the order must be recorded.

13. The company will require a Statement of Information from all parties to this transaction and the following parties.

Parties: Barbara Brody, Rosalee Bauer

We find several judgments and/or other types of liens which do not describe said land, but which do name parties with the same or similar names to the parties mentioned above.

Please be sure said Statements are as complete as possible and signed by the respective parties.

The company may require Statements of Information from additional parties that the company deems necessary to issue the title policies contemplated by this transaction.

Order No.: 071730349-RG

14. Rights of parties in possession.

End of Schedule 'B'

Order No.: 071730349-RG

NOTES AND REQUIREMENTS

NOTE 1: The requirement that this company be furnished with a Statement of Information from the party named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Party: ALL PARTIES

The company reserves the right to add additional items or make further requirements after review of the requested statement(s) of Information

(NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the company in the elimination of certain matters which may appear to involve the party but in fact affect another party with the same and/or similar name be sure that the Statement of Information is essential and will be kept strictly confidential to this file.)

NOTE 2: If the contemplated transaction is a sale we will require that the Company be presented with a letter from the current Homeowner's Association stating that all liens/dues are current. If the contemplated transaction is the refinance of a Condominium or Planned Unit Development (PUD) that has an active Homeowner's Association, please request from the property owner a copy of their most recent Homeowner's Association Statement indicating their Homeowner's dues and/or assessments are paid to date.

NOTE 3: If any Deed of Trust in Favor of 'Private Parties' is to be omitted from Policy of Title Insurance, we will require that the original Note, Deed of Trust and properly executed and Notarized Request for Full Reconveyance be surrendered prior to the close of escrow. To avoid potential delays, please forward said document/s at least one week prior to close.

NOTE 4: Section 12413.1, California Insurance Code, commonly known as Assembly Bill 512, became effective January 1, 1990. This legislation deals with disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done through wire transfer, certified check or checks drawn on California financial institutions.

NOTE 5: On July 1, 1985 Assembly Bill 3132 became effective. Assembly Bill 3132 adds and repeals portions of sections 480.3 and 480.4 of the Revenue and Taxation Code of the State of California.

The act requires the County Assessor and/or Recorder to make available a statutorily prescribed form entitled 'Preliminary Change of Ownership Report'. Said report must be completed by the buyer and filed concurrently with the recordation of the documents evidencing the change of ownership. Failure to present the Change of Ownership Report at the time of recordation will cause the County Recorder to charge an additional \$20.00 penalty recording fee. The fee cannot be charged if the transfer document is accompanied by the affidavit stating that the buyer/transferee is not a resident of the State of California. This report is for official use only and is not open to public inspection.

For further information, contact the Change of Ownership Section in the Assessor's Office located in the County of said property or the County Recorder's Office located in the County of said property.

NOTE 6: If applicable, please note the following: The land referenced to in this Preliminary Report was identified in the order application only by street address or assessor's parcel number. This land has been located on the attached map. The use of a street address or assessor's parcel number creates an uncertainty as to the correct legal description for the land involved in your transaction. Please review the map. Is the correct land located on the map? If your transaction involves other land, more land or less land than indicated on the map you should advise your title officer or escrow officer immediately.

NOTE 7: Effective November 1, 2014, USA National Title Company in response to the new CFPB Regulations and the request of a number of institutional lenders will be discontinuing its procedure of averaging and aggregating the recording charges and the recording service fee.

The new procedure will be to invoice the actual recording fees charged by the various County Recorders, and invoice a separate charge of \$17.00 per file for the Recording Service Fee.

All Deeds require a Preliminary Change of Ownership form (PCOR). In the event the PCOR is not attached or is incomplete and not accepted by the County Recorder an additional fee of \$20 will apply.

NOTE 8: Commencing November 1, 2014 our wire/overnight processing fees will be as follows:

The below wire fees are inclusive of our service/processing fees, and any charges we may incur from our bank as well as overnight/expedited delivery charges in the event a recipient does not accept fed wire transactions.

Residential Refinance transactions will be charged a flat wire/overnight processing fee of \$30.00 for up to 4 wires. Each additional wire will be charged a wire processing fee of \$10.

Residential Purchase transactions will be charged a flat wire/overnight processing fee of \$60.00 for up to 8 wires. Each additional wire will be charged a wire processing fee of \$10.

Above wire/overnight processing fees do not apply to Commercial Property or Construction Loan transactions. For those transactions the wire processing fee will be \$15 per wire.

NOTE 9: If this transaction is a 'SHORT SALE' USA National Title Company will require the following items be submitted for our review, verification, and approval 'prior' to closing. Based on the documentation presented to the company, USA National reserves the right to request additional documentation prior to closing. Please utilize these guidelines in order to prevent delays in closing the transaction.

Whenever possible, please advise the Listing Agent or Short Sale Negotiator to submit the Title Officer named in this Preliminary Report to the Short Sale Lender or into any online system the Short Sale Lender may utilize as an authorized person for the purpose of allowing the lender to provide them with information regarding the transaction.

Valid and Current Demands or Releases from **ALL RECORDED LIEN HOLDERS** (Deeds of Trust, Judgments, Tax Liens, HOA Liens, City and County Liens, etc...). Expired demands will not be accepted and therefore new demands or extensions from the lender(s) or creditor(s) will be required prior to closing.

A copy of the negotiated '**SHORT SALE APPROVAL LETTER(S)**'.

A separate **HUD APPROVAL LETTER** or email from the lender(s) approving the HUD.

Order No.: 071730349-RG

A HUD APPROVAL LETTER or email **cannot** be considered the lender's extension of the SHORT SALE closing date, unless the approval letter or email specifically makes that statement. Otherwise an email extension or new approval letter extending the closing date will be required.

A copy of the HUD that was submitted to the lender(s) or credit(s) to receive the approval.

A Certified Copy of the Final HUD to accompany closing documentation for the SHORT SALE LENDER(S). Funds will not be disbursed until the Final HUD has been submitted.

If the property is the subject of a foreclosure and the Trustee's Sale is scheduled, in order to afford sufficient time to effectuate the payoff and make sure the Trustee's Sale is cancelled, **USA National Title requests that the Trustee's Sale be postponed if the scheduled Sale Date is within 3 days of the proposed closing date.**

All Demands should be signed by the Owner(s). This has become a requirement of many of the Short Sale Lenders.

USA National Title will require specific Releases or an **Order from the Bankruptcy Court** avoiding any liens that attach the property regardless of whether the Owner may have discharged them in Bankruptcy. Additionally, if the Owner has filed Bankruptcy, we will require proof the Bankruptcy case is closed or a copy of the **Order Abandoning the Property** or an **Order from the Bankruptcy Court authorizing the Sale and its terms** prior to recording and insuring. **A Relief of Automatic Stay is not sufficient for this purpose.**

ALL LIEN HOLDERS must approve in writing any payment to another **LIEN HOLDER** that is subordinate/junior to their LIEN. A HUD approval is sufficient, provided RECORDED LIENS are shown as such on the HUD, along with any additional contributions by the Seller(s), Buyer(s) and Broker(s) and not merely as additional closing costs.

ALL contributions from the SELLERS, BUYERS, or BROKERS to close the transaction need to be approved by the SHORT SALE LENDER(S) and disclosed on the HUD that is being submitted for approval.

In the event the buyer of the property intends to resell this property within a short period of time, depending on the circumstances at the time of the resale USA National 'may require' the SHORT SALE DEED/S OF TRUST be reconveyed prior to the issuance of any future policy of title insurance. Please be advised USA National has no control over if or when a lender may issue their reconveyance.

NOTE 10: The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy) or if the property qualifies. If each insured to be named in Schedule A is not such a Natural Person or the property does not qualify, then a CLTA Owners Policy or 2006 ALTA Owners Policy will be issued with the following exceptions:

1. (a). Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

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5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.



USA National Title Company, Inc.
301 N. Lake Avenue #550
Pasadena, CA 91101
Phone (877) 908-5220 Fax (626) 773-7606
www.usanationaltitle.com

PRIVACY ACT NOTICE

Title Number: **071730349**
Title Officer: **Randy Viall / Gerardo Dellosa**

USA National Title Company, has prepared this Privacy Act Notice to comply with the Gramm-Leach-Bliley Act, Public Law 106-102 and to inform you regarding its collection, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

1. Categories of Information Title Collects. We collect nonpublic personal information about you from the following sources:

A. Information from you in letters and other communications as well as in forms including Statement of Identity, data collection regarding the financial status of the property or you and on other forms; and

B. Information directly from third parties including real estate sales agent brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal, state or local tax or government authorities or from officers who may give us information on forms by other methods including but not limited to, telephone, e-mail, facsimile transmission.

2. Categories of Parties To Whom Title Discloses. We may disclose nonpublic personal information about you to the following types of third parties:

A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.

B. Nonfinancial companies such as homeowners associations, attorneys, bookkeepers, and accountants, federal, state or local tax or government authorities, real estate sales agents and brokers associated with your escrow transaction.

C. Service providers including contractors, structural pest control operator, others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law. Otherwise, we do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to our personal and title file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we replace computers, we erase old disks or reformat them before disposal. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your Title Officer.

15-8123 Privacy Policy Notice

Privacy Policy

Effective September 1, 2016

North American Title Group, Inc. Family of Companies

FACTS

What does North American Title Group, Inc. Family of Companies do with your personal information?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, birthdate, driver's license number and income
- Transaction history and payment history
- Purchase history and account balances

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies (NATG) choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

Questions? Call 1 (844) 654-5408

Who we are

Who is providing this notice?

The North American Title Group, Inc. Family of Companies (identified below), which offers title insurance, settlement services, and property and casualty insurance.

What we do

How does NATG protect your personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does NATG collect your personal information?

In general, you can visit our website on the Internet without disclosing your identity or any information about yourself. Our web servers collect statistical information, such as the number of visitors, returning visitors, country of origin, source of traffic (e.g., Google) and method of access (e.g., mobile), but not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information used to improve the overall content of our website to all visitors. You may choose to provide personal information to us through our website in order to request information, products or services, or to submit a complaint or inquiry. Any information provided via our website will be used only in accordance with the policies outlined here.

We collect your personal information, for example, from:

- Applications, contracts or other forms you complete
- Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means
- Information provided to us by other parties involved in your transaction, such as your lender, mortgage broker, attorney or real estate broker. Such items may include an appraisal, land survey, credit report and account information
- Information we receive from a consumer reporting agency or credit bureau

Why can't you limit all sharing? Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with for business purposes can include collection agencies, IT service providers, companies that perform marketing services on our behalf, consumer reporting agencies and others.
- NATG does not share with nonaffiliates so they can market their goods or services to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.

Affiliate Marketing

To limit sharing with affiliates for marketing purposes

NATG may share your information with its affiliates so that the affiliates can market to you. To prevent this sharing, contact us

- By visiting the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: www.nat.com/Opt-Out

OR

- Send written notification to:
- North American Title Group
- ATTN: General Counsel
- 760 Northwest 107th Avenue, Suite 400
- Miami, FL 33172

The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company
North American Title Company, Inc.
North American Title Company of Colorado
North American Title Company dba Realstar Title
North American Title Insurance Company
North American Services, LLC
North American Title Agency, Inc.
North American Title Agency, LLC
North American Abstract Agency
NASSA, LLC
North American Title, LLC
North American Advantage Insurance Services, LLC
North American National Title Solutions, LLC



301 N. Lake Avenue #550
Pasadena, CA 91101
Tel: (877) 908-5220 Fax: (626) 773-7606
E-mail: tu30@usa-ntc.com

LENDERS SUPPLEMENTAL REPORT

Order No.: 071730349-RG

LENDERS SUPPLEMENTAL REPORT

WE WISH TO REPORT THE FOLLOWING ITEMS, RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN POLICY:

NOTE 1: NONE OF THE ITEMS SHOWN HEREIN WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA LOAN POLICY WHEN ISSUED.

NOTE 2: THE COMPANY IS NOT AWARE OF ANY MATTERS WHICH WOULD CAUSE IT TO DECLINE TO ATTACH THE CLTA ENDORSEMENT FORM 116 INDICATING THAT THERE IS LOCATED ON SAID LAND: **A single family residence , more commonly known as:**
4184 Mildred Avenue, City of Culver City, County of Los Angeles, State of California 90066.

NOTE 3: THE FOLLOWING IS REPORTED FOR INFORMATION PURPOSES ONLY. THE ONLY CONVEYANCE(S) AFFECTING SAID LAND WITHIN **TWENTY FOUR (24)** MONTHS OF THE DATE OF THIS REPORT ARE AS FOLLOWS: **NONE.**



National Title Company

www.usanationaltitle.com

301 N. Lake Avenue #550 Pasadena, CA 91101 (877) 908-5220 Fax (626) 773-7606

ATTENTION ESCROW/LOAN OFFICER:

For your convenience, if needed:

Enclosed is an **Exhibit 'A'**, which contains the legal description of the subject property, to be attached to the documents being prepared for recordation with the County Records' Office.

EXHIBIT 'A'

Lot 31, Tract No. 6617, in the City of Culver City, County of Los Angeles, State of California, as per map recorded in Book 68, Page 70 of Maps, in the office of the County Recorder of said county.

APN: 4231-022-036

Attn: USA National Title Payoff Dept.

Date: June 6, 2017

Escrow No. 081504-SR

Title Order No.: 071730349

Loan No.:

Borrower name:

Property Address: 4184 Mildred Avenue, Culver City, CA 90066

AUTHORIZATION TO CLOSE LINE OF CREDIT ACCOUNT

You will be receiving payoff funds for the above referenced account.

I/We, _____ hereby authorize you to
close/cancel/freeze my/our line of credit account upon receipt of said funds.

I/We will not draw upon said line of credit & will be held liable for any funds drawn, amounts not shown or any
bounced payments not reflected in the lender's statement / demand.

Borrower(s) Signature(s):

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (Revised 06-05-14)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t)(or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of: (The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**USA NATIONAL TITLE COMPANY
STATEMENT OF INFORMATION**

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO: 071730349

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

THE STREET ADDRESS of the property in this transaction is:

IF NONE LEAVE BLANK

ADDRESS _____ CITY _____

IMPROVEMENTS: ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL

OCCUPIED BY: ☐ OWNER ☐ LESSEE ☐ TENANTS

ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION ☐ YES ☐ NO

NAME

SPOUSES NAME

FIRST _____ MIDDLE _____ LAST _____

FIRST _____ MIDDLE _____ LAST _____

BIRTHPLACE _____ BIRTH DATE _____

BIRTHPLACE _____ BIRTH DATE _____

I HAVE LIVED IN CALIFORNIA SINCE _____ SOCIAL SECURITY NUMBER _____

I HAVE LIVED IN CALIFORNIA SINCE _____ SOCIAL SECURITY NUMBER _____

DRIVERS LICENSE NO. _____

DRIVER'S LICENSE NO. _____

WIFE'S MAIDEN NAME _____

WE WERE MARRIED ON _____

AT _____

RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

OCCUPATION(S) FOR LAST 10 YEARS

HUSBAND

PRESENT OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

WIFE

PRESENT OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

FORMER MARRIAGES: IF NO FORMER MARRIAGES, WRITE 'NONE' _____

NAME OF FORMER SPOUSE _____

IF DECEASED: DATE _____ WHERE _____

CURRENT LOAN ON PROPERTY

PAYMENTS ARE BEING MADE TO: 2. _____

1. _____ 3. _____

HOMEOWNERS ASSOCIATION _____ NUMBER () _____

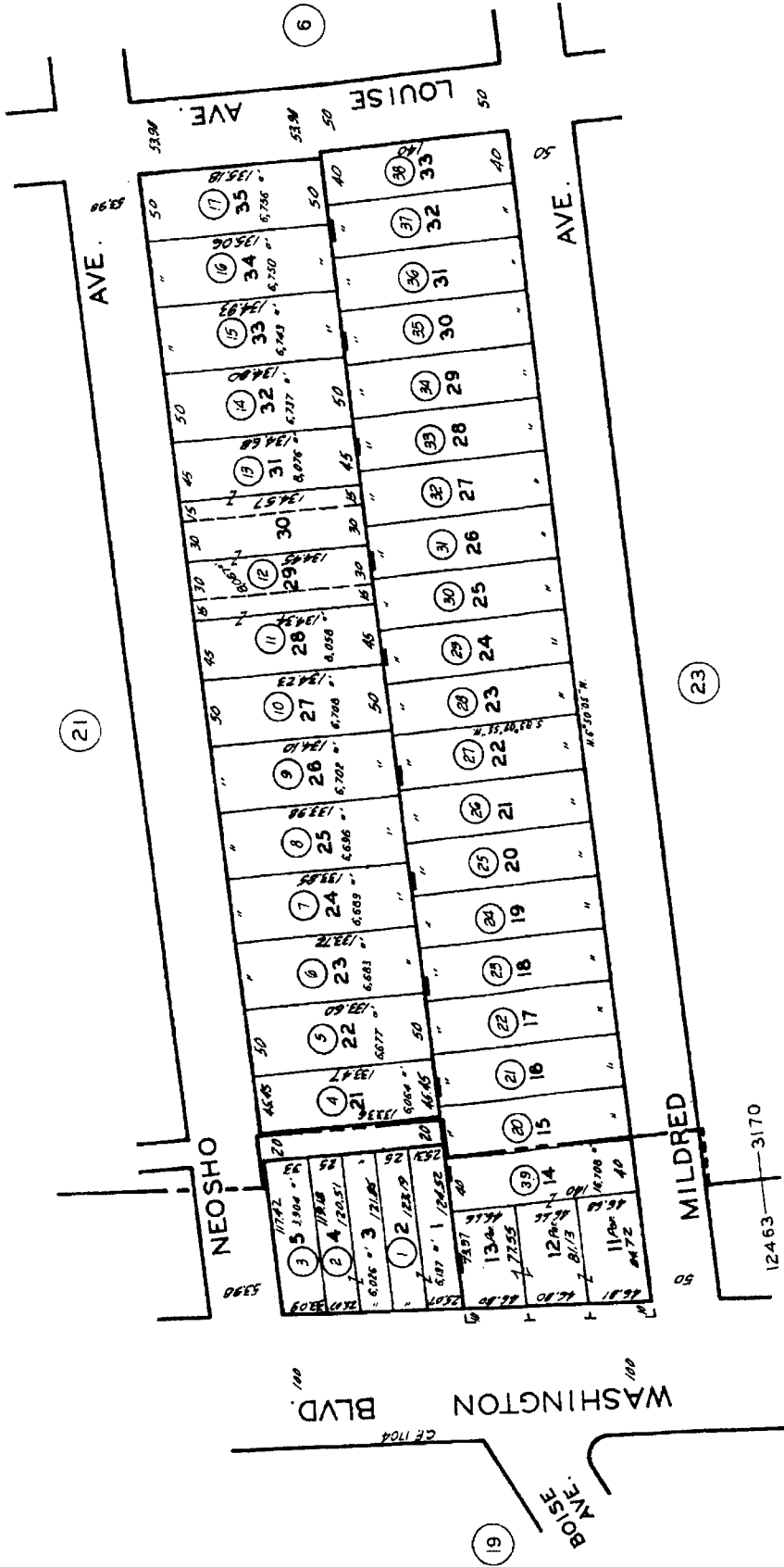
DATE _____ SIGNATURE _____

HOME PHONE _____ BUSINESS PHONE _____

4231 | 22 | 1999

SCALE 1" = 80'

7-2-



TRACT NO. 6617

M. B. 68-70

TRACT NO. 7135

M. B. 76-88-89

CODE
3170
12463

FOR PREY. ASSMT. SEE:
4231 - 22

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF