

1 MICHAEL C. VAN, ESQ.
Nevada Bar No. 3876
2 RICHARD A. STORMS, ESQ.
Nevada Bar No. 14283
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Las Vegas, Nevada 89123
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7 Email: michael@shumwayvan.com
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Attorneys for Debtors

8 **UNITED STATES BANKRUPTCY COURT**
9 **DISTRICT OF NEVADA**

11 In re:

10 GLENN G. GAMER and
12 KATHRYN M. GAMER,
13 Debtors.

Case No.: 13-17863-led
[Chapter 11]

Hearing Date: OST Requested
Hearing Time: OST Requested

14 **MOTION TO SELL REAL PROPERTY LOCATED AT 3129 WEST 27TH LANE,**
15 **YUMA, ARIZONA 85364**

18 Debtors, GLENN G. GAMER (“Glenn”) and KATHRYN M. GAMER (“Kathryn”
19 and collectively with Glenn as “Debtors”), by and through their counsel of record,
20 SHUMWAY VAN, hereby move this Court for an Order approving the sale of their real
21 property located at **3129 West 27th Lane, Yuma, Arizona 85364**. In support of this Motion,
22 Debtors represent as follows:

- 23 1. Debtors filed a voluntary petition under Chapter 11 of the Bankruptcy Code on
24 September 12, 2013 (“Petition Date”).
- 25 2. The Debtors listed their real property located at **3129 West 27th Lane, Yuma,**
26 **Arizona 85364** (“Subject Property”) on Schedule A of their Petition.
- 27 3. The Subject Property serves as collateral for two loans, one loan in favor of Ditech
28 (“Ditech”), and the other loan in favor of Specialized Loan Servicing (“SLS”).

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1 4. On November 12, 2014, a Confirmation Hearing was held confirming the Debtors'
2 Chapter 11 Plan ("Plan").

3 5. The Order confirming the Plan was entered on November 17, 2014 [ECF Docket
4 #130] ("Confirmation Order").

5 6. Even though Debtors originally planned on retaining the Subject Property, they
6 now wish to sell via short sale.

7 7. Debtors have received an offer to purchase the Subject Property for \$150,000.00.¹

8 8. The current loan balance in favor of Ditech is approximately \$128,622.63.

9 9. On September 23, 2014, a hearing was held regarding Debtors' Motion to Value
11 Collateral, Modify Rights of Secured Creditor Pursuant to 11 U.S.C. §§ 506(a) and 1123 and
10 Bifurcate Claim of Specialized Loan Servicing, LLC Re: Real/Rental Property Located at: 3129
12 West 27th Lane, Yuma, Arizona ("Motion to Modify Rights").

13 10. On October 8, 2014, this Court entered an Order granting Debtors' Motion to
14 Modify Rights ("Order to Modify Rights") [ECF Docket #108].

15 11. As a result of the Order to Modify Rights, SLS' secured claim in the amount of
16 \$49,281.28 [ECF Docket #130] was bifurcated into a secured claim in the amount of \$21,334.22
17 ("SLS Secured Claim") and an unsecured claim in the amount of \$27,947.06 ("SLS Unsecured
18 Claim") [ECF Docket #108].

19 12. Since the Order to Modify Rights was entered, Debtors have made payments
20 against the SLS Secured Claim in an amount totaling \$4,287.42.²

21 13. However, SLS has yet to apply the \$4,287.42 in payments to Debtors' balance
22 owed to SLS.³

23 14. Thus, the current secured portion of the loan balance in favor of SLS is effectively
24 \$17,046.80.⁴

25 15. Any and all fees and commissions in relation to the sale of the Subject Property
26

27 ¹ Closing Statement Estimated form, a true and correct copy of which is attached hereto as **Exhibit 1**.

28 ² Letter to SLS, a true and correct copy of which is attached hereto as **Exhibit 2**.

³ Id.

⁴ See id.

1 are expected to be borne by the buyer.

2 16. Upon sale of the Subject Property, the \$150,000.00 will be applied to satisfy the
3 entire loan with Ditech, amounting to \$128,622.63, and the secured portion of the loan with SLS,
4 amounting to \$17,046.80.

5 17. Unless the Court determines otherwise, the remaining portion of the sale proceeds
6 will be retained by Debtors.

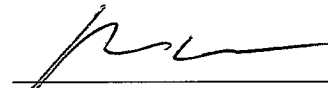
7 18. The Debtors and buyers of the Subject Property have mutually agreed to extend
8 the closing date to July 31, 2017.⁵

9 19. Accordingly, Debtors move this Court for an order authorizing the sale of the
11 Subject Property as requested herein.

10 Wherefore, the Debtors respectfully request this Court to enter an Order approving this
12 Motion and for such other and further relief as this Court deems appropriate.

13 DATED this 20th day of July, 2017.

14 SHUMWAY VAN

15 

16 MICHAEL C. VAN, ESQ., #3876
17 RICHARD A. STORMS, ESQ., #14283
18 8985 South Eastern Avenue, Suite 100
19 Las Vegas, Nevada 89123
20 *Attorneys for Debtors*

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22
23
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27
28 ⁵ Residential Resale Real Estate Purchase Contract, Addendum #2, a true and correct copy of which is attached hereto as **Exhibit 3**.

SHUMWAY • VAN

8985 South Eastern Avenue, Suite 100

Las Vegas, Nevada 89123

Telephone: (702) 478-7770 Facsimile: (702) 478-7779

EXHIBIT 1

PIONEER TITLE AGENCY, INC.

105 West 16th St, Yuma, AZ 85364

Phone: (928) 819-0099 Fax: (855) 474-9037

Closing Statement

Estimated

Escrow No: 74902663 - 049 LAS Close Date: 06/16/2017 Proration Date: 06/16/2017 Date Prepared: 6/9/2017

Buyer(s)/Borrower(s): James H. Kondo
Dungduan K. Kondo

Seller(s): Kathryn Minton Gamer

Property: 3129 W. 27th Lane
Yuma, AZ 85364

Buyer Debit	Buyer Credit	Description	Seller Debit	Seller Credit
150,000.00		TOTAL CONSIDERATION: Total Consideration		150,000.00
	1,000.00	Deposit/Earnest Money		
225.00		ESCROW CHARGES Escrow Fee to Pioneer Title Agency, Inc.	385.00	
21.00		RECORDING FEES: Recording Fees to Pioneer Title Agency, Inc.	21.00	
		ADDITIONAL CHARGES: Home Warranty to First American Estimate	495.00	
	860.85	PRORATIONS AND ADJUSTMENTS: County Taxes from 1/1/2017 to 6/16/2017 based on the Annual amount of \$1,892.84	860.85	
	2,000.00	AC repair credit AC repair credit	2,000.00	
		COMMISSIONS: Commission \$3,750.00 to Realty Executives \$3,750.00 to Welcome Home Yuma Realty	7,500.00	
		PAYOFFS: Payoff to ditech Principal balance 128,622.63	128,622.63	
		Payoff to Specialized Loan Serv-Estimate Principal balance 21,000.00	21,000.00	
		TITLE CHARGES: Owners Policy \$150,000.00 to Pioneer Title Agency, Inc. Courier to Pioneer Title Agency, Inc.	880.00 60.00	
150,246.00	3,860.85	Sub Totals	161,824.48	150,000.00
	146,385.15	Balance Due From Buyer		Balance Due From Seller 11,824.48
150,246.00	150,246.00	Totals	161,824.48	161,824.48

It is agreed by the undersigned that the foregoing statement may change if a change in the escrow closing occurs or if other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS _____ DAY OF _____

EXHIBIT 2

Specialized Loan Servicing

Attention Shelby,

Here is the court order to reduce down the HELOC from \$49,281.28 down to \$21,334.22, the \$27,947.06 has been being pain through my quarterly payments.

To the balance of \$21,334.22 I have applied the following check numbers dates and amount amounts that are NOT reflected.

I started paying them according to plan February 2015.

Check #	Date Cleared Bank	Amount
4222	02/09/15	238.19
4248	03/10/15	238.19
4275	04/14/15	238.19
4317	05/19/15	238.19
4334	06/18/15	238.19
4374	07/22/15	238.19
4392	08/11/15	238.19
4433	10/01/15	238.19
4448	10/08/15	238.19
4486	11/18/15	238.19
4516	12/29/15	238.19
4534	01/12/16	238.19
4562	02/25/16	238.19
4583	03/30/16	238.19
4598	04/12/16	238.19
4627	05/25/16	238.19
4658	07/12/16	238.19
4670	07/19/16	238.19

I am requesting that these payments be applied to the \$21,334.22 balance.

I am also requesting a copy of the payment history of my HELOC account.

Please do not hesitate in contacting me via my cell at (702) 275-0559, should you have any questions or concerns.

Thank you for your cooperation and understanding.

Kathryn Minton-Gamer

EXHIBIT 3

Realty Executives - Van Horn Satellite

ADDENDUM #2


Document updated:
June 1993



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1. This is an addendum originated by the: Seller Buyer Landlord Tenant.
2. This is an addendum to the Contract dated May 12, 2017 between the following Parties:
MO/DAYR
3. Seller/Landlord: Kathryn Minton Gamer
4. Buyer/Tenant: James H Kondo, Dúngduan Kondo
5. Premises: 3129 W 27th Ln, Yuma, AZ 85364-6943
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. Seller & Buyer mutual agree that the closing date has been extended to July 31st,
8. 2017.
9. _____
10. All other terms and conditions to remain the same.
11. _____
12. _____
13. _____
14. _____
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36. _____
37. _____
38. _____
39. _____
40. _____
41. _____

42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.
43. Kathryn Minton Gamer  06/23/2017
11:21 PM GMT
44. Seller Buyer MO/DAYR Seller Buyer MO/DAYR
45. Landlord Tenant Landlord Tenant
46. James H Kondo 6/26/2017 Dúngduan K Kondo 6/26/2017
47. Seller Buyer MO/DAYR Seller Buyer MO/DAYR
48. Landlord Tenant Landlord Tenant

49. **For Broker Use Only:**
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DAYR



Realty Executives - Van Horn Satellite

ADDENDUM #2

Document updated: June 1993



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- 1. This is an addendum originated by the: [X] Seller [] Buyer [] Landlord [] Tenant.
2. This is an addendum to the Contract dated May 12, 2017 between the following Parties:
3. Seller/Landlord: Kathryn Minton Gamer
4. Buyer/Tenant: James H Kondo, Dungduan Kondo
5. Premises: 3129 W 27th Ln, Yuma, AZ 85364-6943
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. Seller will give a \$2000.00 credit for the AC Unit.
8.
9. Seller & Buyer mutual agree that the closing date has been extended to June 16th, 2017.
10.
11.
12. All other terms and conditions to remain the same.
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41.

42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

- 43. [Signature] 06/05/2017
44. [X] Seller [] Buyer MO/DAYR [] Seller [] Buyer MO/DAYR
45. [] Landlord [] Tenant [] Landlord [] Tenant
46.
47. [] Seller [] Buyer MO/DAYR [] Seller [] Buyer MO/DAYR
48. [] Landlord [] Tenant [] Landlord [] Tenant

49. For Broker Use Only: Brokerage File/Log No. Manager's Initials Broker's Initials Date MO/DAYR



Addendum - Updated: June 1993 - Copyright © 1993 Arizona Association of REALTORS®. All rights reserved.



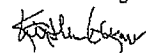

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ADDENDUM #1

Document updated:
June 1993

 <p>ARIZONA REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS</p>	<p><i>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</i></p>	
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1. This is an addendum originated by the: Seller Buyer Landlord Tenant.
2. This is an addendum to the Contract dated May 12, 2017 between the following Parties:
MO/DA/YR
3. Seller/Landlord: Kathryn Minton Gamer
4. Buyer/Tenant: James H Kondo, Dungduan Kondo
5. Premises: 3129 W 27th Ln, Yuma, AZ 85364-6943
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. Buyers acknowledge that there are structural cracks in the foundations and Buyer to do
8. his own research / due diligence.
9. _____
10. All other terms and conditions to remain the same.
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
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29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____
41. _____

42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.
43.   _____
05/16/2017
04:07 AM GMT
44. Seller Buyer _____ MO/DA/YR Seller Buyer _____ MO/DA/YR
45. Landlord Tenant _____ MO/DA/YR Landlord Tenant _____ MO/DA/YR
46. _____
47. Seller Buyer _____ MO/DA/YR Seller Buyer _____ MO/DA/YR
48. Landlord Tenant _____ MO/DA/YR Landlord Tenant _____ MO/DA/YR

49. **For Broker Use Only:**
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DA/YR

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COUNTER OFFER #1

Document updated:
February 2017



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1. This is a Counter Offer originated by: Seller Buyer Landlord Tenant.
2. This is a Counter Offer to the Offer Counter Offer dated 05/12/2017 MO/DAYR between the following Parties:
3. Seller/Landlord: Kathryn Minton Gamer
4. Buyer/Tenant: James H Kondo, Dungsuan Kondo
5. Premises Address: 1801 S 33rd Dr, Yuma, AZ 85364-4967
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. Buyers acknowledge that there are structural cracks in the foundation and buyer to do his own research/ due diligence.
8. _____
9. _____
10. All other terms and conditions to remain the same.
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____

19. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in the Contract Section 8q or 9a as applicable
20. by 05/15/2017 at 5:00 a.m. p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.
21. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer / counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges receipt of a copy hereof.
22. _____
23. _____
24. _____
25. 05/12/2017 10:29 PM GMT
26. _____ Date: 5/12/17 Time: _____
27. Seller Buyer Landlord Tenant
28. _____ Date: _____ Time: _____
29. Seller Buyer Landlord Tenant

RESPONSE

30. _____
31. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the additional counter offer, the provisions of the additional counter offer shall be controlling.
32. _____
33. _____ Date: _____ Time: _____
34. Seller Buyer Landlord Tenant
35. _____ Date: _____ Time: _____
36. Seller Buyer Landlord Tenant

ACCEPTANCE

37. _____
38. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.
39. _____ Date: _____ Time: _____
40. Seller Buyer Landlord Tenant
41. _____ Date: _____ Time: _____
42. Seller Buyer Landlord Tenant

For Broker Use Only:
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAYR

Realty Executives - Van Horn Satellite

COUNTER OFFER #1

Document updated:
February 2017



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1. This is a Counter Offer originated by: Seller Buyer Landlord Tenant.
2. This is a Counter Offer to the Offer Counter Offer dated 05/12/2017 between the following Parties:

3. Seller/Landlord: Kathryn Minton Gamer

4. Buyer/Tenant: James H Kondo, Duncduan Kondo

5. Premises Address: 1801 S 33rd Dr, Yuma, AZ 85364-4967

6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:

7. Buyers acknowledge that there are structural cracks in the foundation and buyer to do his own research/ due diligence.

8. All other terms and conditions to remain the same.

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section

20. 8m of the Contract and received by the originating party's Broker named in the Contract Section 8q or 9a as applicable

21. by 05/15/2017 at 5:00 a.m. p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

22. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer / counter

23. offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold

24. or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges

25. receipt of a copy hereof. 05/12/2017 10:29 PM GMT

26. _____ Date: _____ Time: _____

27. Seller Buyer Landlord Tenant

28. _____ Date: _____ Time: _____

29. Seller Buyer Landlord Tenant

RESPONSE

31. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the

32. additional counter offer, the provisions of the additional counter offer shall be controlling.

33. _____ Date: _____ Time: _____

34. Seller Buyer Landlord Tenant

35. _____ Date: _____ Time: _____

36. Seller Buyer Landlord Tenant

ACCEPTANCE

38. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

39. _____ Date: _____ Time: _____

40. Seller Buyer Landlord Tenant

41. _____ Date: _____ Time: _____

42. Seller Buyer Landlord Tenant

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DAYR



Welcome Home Yuma Realty

BUYER ATTACHMENTDocument updated:
February 2017

This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. Read the entire contract *before* you sign it.
- 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. Review the Inspection Paragraph (see Section 6a).
If important to you, hire a qualified:
 - General home inspector
 - Heating/cooling inspector
 - Mold inspector
 - Pest inspector
 - Pool inspector
 - Roof inspector

Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6f)
- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
- 6. Read the title commitment within five (5) days of receipt (see Section 3c).
- 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

Buyer's Check List

Buyer Attachment • Updated: February 2017

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Welcome Home Yuma Realty

Page 1 of 10

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2017



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1. PROPERTY


- 1a. 1. BUYER: James H Kondo, Dungduan K Kondo
BUYER'S NAME(S)
2. SELLER: _____ or as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: 3129 W 27 LN Assessor's #: 694-11-268
6. City: Yuma County: Yuma AZ, Zip Code: 85364
7. Legal Description: PONDEROSA VALLEY EST. LOT 268
8. _____
9. _____
- 1c. 10. \$ 150,000.00 Full Purchase Price, paid as outlined below
11. \$ 1,000.00 Earnest money
12. \$ 150,000.00 Cash
13. \$ _____
14. _____
15. _____
16. _____
17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____
18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.
19. **IF THIS IS AN ALL CASH SALE:** A Letter of Credit or a source of funds from a financial institution documenting the availability of
20. funds to close escrow *is* attached hereto.
- 1d. 21. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
24. May 26th, 2017 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
25. COE shall occur on the next day that both are open for business.
26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
31. All funds are to be in U.S. currency.
- 1e. 32. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
33. system/alarms, and all common area facilities to Buyer at COE or
34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. **Addenda Incorporated:** Additional Clause Buyer Contingency Domestic Water Well H.O.A.
37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale
38. Other: _____

Residential Resale Real Estate Purchase Contract >>

- 1g. 39. **Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e.- remote controls) shall convey in this sale. Including the following:
- 42. • built-in appliances
 - 43. • ceiling fans and remote controls
 - 44. • central vacuum, hose, and attachments
 - 45. • draperies and other window coverings
 - 46. • fireplace equipment (affixed)
 - 47. • floor coverings (affixed)
 - 48. • free-standing range/oven
 - 49. • garage door openers and remote controls
 - 50.
 - light fixtures
 - mailbox
 - media antennas/satellite dishes (affixed)
 - outdoor fountains and lighting
 - outdoor landscaping (i.e. - shrubbery, trees and unpotted plants)
 - shutters and awnings
 - speakers (flush-mounted)
 - storage sheds
 - storm windows and doors
 - stoves: gas-log, pellet, wood-burning
 - timers (affixed)
 - towel, curtain and drapery rods
 - wall mounted TV brackets and hardware (excluding TVs)
 - water-misting systems
 - window and door screens, sun shades
51. If owned by Seller, the following items also are included in this sale:
- 52. • affixed alternate power systems serving the Premises (i.e. - solar)
 - 53.
 - 54.
 - in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
 - security and/or fire systems and/or alarms
 - water purification systems
 - water softeners
55. **Additional existing personal property included in this sale (if checked):**
56. refrigerator (description): _____
57. washer (description): _____
58. dryer (description): _____
59. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. other personal property not otherwise addressed (description): _____
62. other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no**
64. **monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall NOT be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the inspection Period or five (5) days after receipt of
67. the notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

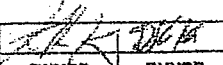
- 2a. 69. **Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the**
73. **COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan**
74. **approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or**
75. **Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. 83. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. 87. **Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.


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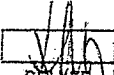


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- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender 91. with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan 92. amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with 94. notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested 95. signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and 96. will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback _____ 98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller agrees to pay up to _____ % 101. of the Purchase Price **OR** up to \$ _____ to be used only for Buyer's loan costs, impounds, Title/Escrow Company costs, 102. recording fees, and, if applicable, VA loan costs not permitted to be paid by Buyer.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 104. Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any 105. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan 106. approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to 108. lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, 109. Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or 110. the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by Buyer Seller Other _____ 112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee will will not 113. be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be 114. performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

- 3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 116. terms of this Contract shall be:
 - 117. **Pioneer Title** _____
ESCROW/TITLE COMPANY
 - 118. **105 W 16 ST** _____ **Yuma** _____ **AZ** _____ **85364** _____
ADDRESS CITY STATE ZIP
 - 119. **Lisa.Slade@Pioneertitleagency.com** _____ **(928) 819-0099** _____
EMAIL PHONE FAX
- 3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole 121. and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax 122. consequences. Buyer should obtain independent legal and tax advice.
- 3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 124. addressed pursuant to 8e and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies 125. of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to 126. Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the 127. Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller 128. shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements 129. and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's 130. Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire 131. extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title 132. Insurance Policy.


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- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
 - 173. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
 - 175. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
 - 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, (BUYER'S INITIALS REQUIRED) BUYER

182. If Premises were constructed in 1978 or later, (BUYER'S INITIALS REQUIRED) BUYER

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
190. delivery of such notice to provide notice of disapproval to Seller.

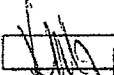
5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as
193. to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair the
194. Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will be in
195. substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and
196. debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding the
197. Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may, but are
198. not obligated to, engage in negotiations for repairs/improvements to the Premises. Any/all agreed upon repairs/improvements will be
199. addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**
211. _____
212. _____

6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or 15 days after Contract acceptance. During the
214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
224. *Advisory* to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
227. **MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e. 237. Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. Sewer or On-site Wastewater Treatment System: The Premises are connected to a:

242. sewer system conventional septic system alternative system

243. IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD. If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) [Handwritten initials: JHK, DKK] BUYER BUYER

6g. 247. Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.

251. (BUYER'S INITIALS REQUIRED) [Handwritten initials: JHK, DKK] BUYER BUYER

6h. 252. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

259. (BUYER'S INITIALS REQUIRED) [Handwritten initials: JHK, DKK] BUYER BUYER

6i. 260. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be provided in a single notice.

6j. 264. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a signed notice of the items disapproved and state in the notice that Buyer elects to either:
266. (1) Immediately cancel this Contract, in which case:
267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.
268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. OR

274. (2) Provide Seller an opportunity to correct the items disapproved, in which case:
275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.
276.
277.
278. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or _____ days prior to COE Date.
279.
280.
281. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

285. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.

287. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

[Handwritten initials] SELLER SELLER

Initials> [Handwritten initials] BUYER BUYER



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6k. 290. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The
291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and
292. most plans exclude pre-existing conditions.

293. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage

294. **value plus**, to be issued by First American at a cost

295. not to exceed \$ 495.00, to be paid for by Buyer Seller Split evenly between Buyer and Seller

296. Buyer declines the purchase of a Home Warranty Plan.

297.

(BUYER'S INITIALS REQUIRED)

[Handwritten initials]
BUYER BUYER

6l. 298. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for
299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are
300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer
301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

6m. 302. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections
303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane,
304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

6n. 305. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign
306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception
307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts
308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent
309. legal and tax advice.

7. REMEDIES

7a. 310. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the
312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a
313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur
314. to cure a potential breach, COE shall occur on the next day that both are open for business.

7b. 315. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute
317. Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of
318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept
319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the
320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant
321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled
322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and
323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a,
324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. 325. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this
326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid
327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall
328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of
329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be
331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the
333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

7d. 334. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action
339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 341. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this
342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert
343. witness fees, fees paid to investigators, and arbitration costs.

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SELLER SELLER

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
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BUYER BUYER



Residential Resale Real Estate Purchase Contract >>

8. ADDITIONAL TERMS AND CONDITIONS



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 SELLER SELLER

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
 
 BUYER BUYER



Residential Resale Real Estate Purchase Contract >>

- 8b. 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i. 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in 427. Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that the Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction. 434. (SELLER'S INITIALS REQUIRED) VAH SELLER (BUYER'S INITIALS REQUIRED) JKK BUYER DKK BUYER
- 8o. 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by May 13, 2017 at 1:00 a.m./ p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

>>


 SELLER SELLER

Residential Resale Real Estate Purchase Contract • Updated: February 2017
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Initials > 
 BUYER BUYER



Residential Resale Real Estate Purchase Contract >>

8q. 443. Broker on behalf of Buyer:

444. Letty Arellano BR510048000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 445. _____ AGENT MLS CODE AGENT STATE LICENSE NO.
 446. Welcome Home Yuma Realty
 PRINT FIRM NAME FIRM MLS CODE
 447. 281 W 24th St Suite 136 Yuma AZ 85364 LC648148000
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
 448. (928) 446-8877 (888) 830-1306 Letty.arellano@gmail.com
 PREFERRED TELEPHONE FAX EMAIL

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. Buyer; Seller; or both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

453. James H Kondo 05-12-17 Dunquwan K Kondo 5/12/2017
 BUYER'S SIGNATURE MO/DAY/YR ^ BUYER'S SIGNATURE MO/DAY/YR
 454. James H Kondo
 ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED
 455. 3797 W 27th LN
 ADDRESS ADDRESS
 456. Yuma, AZ 85364
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

458. Michelle D Van Horn 0000 SA03044600
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 459. _____ AGENT MLS CODE AGENT STATE LICENSE NO.
 460. Realty Executives 32
 PRINT FIRM NAME FIRM MLS CODE
 461. 2260 S. 4th Ave Suite D Yuma Ariz 95364 CO000179123
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
 462. (928) 920-5252 (928) 539-5270 micks586@aol.com
 PREFERRED TELEPHONE FAX EMAIL

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. Seller; or both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.

467. Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. Michelle D Van Horn 5/12/17
 ^ SELLER'S SIGNATURE MO/DAY/YR ^ SELLER'S SIGNATURE MO/DAY/YR
 470. _____ ^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED
 471. _____ ADDRESS ADDRESS
 472. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

473. OFFER REJECTED BY SELLER: _____ MONTH _____ DAY _____ YEAR _____ (SELLER'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DAY/YR



Welcome Home Yuma Realty

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated
January 2009



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Firm Name ("Broker") Welcome Home Yuma Realty
2. acting through Letty Arellano hereby makes the following disclosure.
LICENSEE'S NAME

DISCLOSURE

- 3. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 4. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 5. relationship or representation they will have with the broker in the transaction.
- 6. I. **Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 7. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 8. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 9. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 10. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 11. properties as Buyer is seeking.
- 12. II. **Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 13. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 14. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 15. III. **Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 16. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 17. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 18. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 19. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 20. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 21. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 22. be made only with written authorization.
- 23. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the
- 24. Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely
- 25. affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that
- 26. a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a
- 27. person exposed to HIV, or recognized as having AIDS or any other disease not known to be transmitted through common occupancy of real
- 28. estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of
- 29. offers as confidential unless there is a confidentiality agreement between the parties.
- 30. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 31. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 32. **AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

- 33. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 34. represent the Buyer as Buyer's Broker.
- 35. represent the Seller as Seller's Broker.
- 36. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that
- 37. the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 38. acknowledged in a separate writing other than the purchase contract.
- 39. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 40. represent the Buyer as Buyer's Broker.
- 41. represent the Seller as Seller's Broker.
- 42. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 43. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 44. should be acknowledged in a separate writing other than the purchase contract.

45. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
46. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**




47. James H Kondo Dungduan K Kondo
* PRINT NAME * PRINT NAME
48. [Signature] 05-12-17 [Signature] 5/12/2017
* SIGNED * MODA/YR * SIGNED



Welcome Home Yuma Realty

MARKET CONDITIONS ADVISORY

Document updated:
August 2009

 <p>ARIZONA ASSOCIATION OF REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS</p>	<p>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</p>	 
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The real estate market is cyclical and real estate values go up and down.

The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

James H. Kondo 05-12-17
 BUYER'S SIGNATURE MO/DAY/YR
 James H Kondo
[Signature] 5/12/17
 SELLER'S SIGNATURE MO/DAY/YR

Dungduan K. Kondo 5/12/2017
 BUYER'S SIGNATURE MO/DAY/YR
 Dungduan K Kondo
 SELLER'S SIGNATURE MO/DAY/YR

Market Conditions Advisory - Updated: August 2009
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Welcome Home

Yuma Realty

NOTICE AND DISCLOSURE REGARDING MOLD

There has been some recent publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Real estate agents are not trained to identify mold or similar conditions. Mold is not detectable by a real estate agent – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a property could have a serious but hidden mold problem unknown to the seller.

The only way to provide any reasonable assurance that a property does not have a mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for the airborne spores, and a carpet test through other procedures may be necessary. Any visible mold should be professionally evaluated.

The Purchase Contract contains provisions allowing you to obtain any and all inspections you may desire during the Inspection Period. All inspections, including those to detect mold, should be completed within the Inspection Period established in the Purchase Contract. Since most varieties of mold thrive on moisture, testing is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, flooding or other water intrusions, or standing water in the property.

Your Broker advises you to have these inspections and tests, including those for mold, performed in a timely manner; delays could result in a finding of a waiver on the part of a Buyer of these inspection rights, or even worse, your purchase of a property with hazardous mold.

By signing below, Buyer acknowledges receipt of this notice.

Property Address: _____

Buyer Print: _____ Buyer Print: _____

Signature Buyer: *[Signature]* Signature Buyer: *[Signature]*

281 West 24th Street Suite #136 Yuma, Arizona 85364

"Welcome Home Yuma!"

R022014



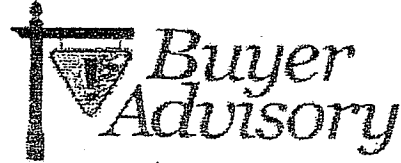
A Resource for Real Estate Consumers Provided by the ARIZONA ASSOCIATION OF REALTORS®

BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13 pages of this Advisory.

Buyer further acknowledges that there may be other disclosure issues of concern not listed in this Advisory. Buyer is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the purchase of any property.

The information in this Advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.



A RESOURCE FOR REAL ESTATE CONSUMERS PROVIDED BY THE



James H Kondo 5-12-17
^ BUYER SIGNATURE DATE
James H Kondo

Dungduan K Kondo 5/12/2017
^ BUYER SIGNATURE DATE
Dungduan K Kondo

