

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

IN RE:

MICHAEL HAGHIGHI,

Case No. 3:17-bk-03112-PMG

Chapter 11

Debtor.

\_\_\_\_\_ /

**DEBTOR-IN-POSSESSION'S MOTION FOR AUTHORITY  
TO SELL PROPERTY OF THE ESTATE AT PRIVATE SALE**

COMES NOW the Debtor-In-Possession, Michael Haghighi (the "Debtor"), by and through undersigned counsel, and pursuant to 11 U.S.C. §363(b) and Federal Rule of Bankruptcy Procedure 6004, moves the Court for entry of an Order authorizing the Debtor to sell certain property of the Debtor-in-Possession and the bankruptcy estate at private sale. In support thereof, the Debtor respectfully states as follows:

1. On August 24, 2017 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Bankruptcy Court") in the case styled as *In re: Michael Haghighi*, Case No. 3:17-bk-03112-PMG (the "Bankruptcy Case").

2. In the Debtor's Schedule A/B filed with the Court, the Debtor listed certain real property located at 3554 Waterchase Way E., Jacksonville, FL 32224, which is more particularly described as follows (the "Property"):

**Lot 381 of PABLO BAY PHASE 7, according to the plat thereof recorded in Plat Book 55, Pages 71, 71A, 71B and 71C, of the public records of Duval County, Florida.**

3. By this Motion, the Debtor seeks the entry of an Order approving the sale of the Debtor's interest in the Property to Christopher C. Buchanan and Angela J. Hackney, a married couple (collectively the "Buyer").

4. The Debtor holds a joint tenant interest in the Property, and the Property was not claimed exempt by the Debtor.

5. The proposed contract sales price is \$365,000.00 (the “Purchase Price”). The Debtor has undertaken efforts to solicit offers from third parties and this is the best and highest offer for the Property. A true and accurate copy of the Purchase and Sale Agreement (the “PSA”) is attached hereto as **Exhibit A** and incorporated by reference herein.

6. The Property will be sold by Warranty Deed.

7. The closing shall occur as soon as practicable following the entry of an Order approving this Motion.

8. There are two mortgages encumbering the Property. The first mortgage in favor of Branch Banking and Trust Company (“BB&T”) has an approximate payoff balance of \$299,759.40. The second mortgage holder, BBVA Compass Bank (“Compass”), which had a secured claim in the amount of \$236,496.35 as of the petition date, has agreed to a reduced payoff of \$20,894.32, or net proceeds (whichever is greater), in satisfaction of its claim against the Property.

9. A true and accurate copy of the Title Commitment to the Property is attached hereto as **Exhibit B**.

10. Attached hereto as **Exhibit C**, is a true and accurate copy of the ALTA Settlement Statement, which contains the closing expenses to be paid by each party in connection with the sale.

11. The Debtor is requesting that the Brokers’ commissions as outlined in the attached ALTA Settlement Statement be approved by the Court and be paid at closing pursuant to 11 U.S.C. §330.

12. The Purchase Price is the highest and best offer received for the Property and will relieve the Debtor of a substantial financial burden, which would increase the ability of the Debtor to propose a feasible Plan of Reorganization.

13. The Debtor requests that the Sale Order approving the sale be effective as to alternate “disinterested” third party buyers, on substantially the same terms and conditions as contained herein.

14. In order to carry out this provision, the Debtor requests that the Order granting this Motion be effective as to the sale to any alternate buyer if: (i) the Buyer is unable to or does not close the sale of the Property, (ii) the Debtor files a notice with the Court that states the Buyer was unable to or did not close on the sale of the Property, (iii) the notice identifies the material terms of the sale of the Property to an alternative buyer and attaches this Order and relevant documents related to the sale of the Property to the alternative buyer along with a statement the alternative buyer is disinterested (the "Alternative Buyer Notice"), (iv) the Alternative Buyer Notice sets forth that the sale to the alternative buyer is on substantially the same terms and conditions as set forth in the Motion and describes any material differences between the sale to an alternative buyer and the sale under the Motion, and (v) there is no objection filed with the Court in response to the Alternative Buyer Notice within fourteen (14) days after filing said notice.

15. Such provision will allow the sale to move forward with a sale to an alternate buyer without the need for filing a renewed motion in the event the present Buyer is unable to close.

Based on the representations above, the sale of the Property is in the best interests of the Debtor, the estate, and the creditors in this case. Therefore, the Debtor respectfully requests that this Court: (a) waive the 14-day stay pursuant to Rule 6004(h), deem the sale order enforceable immediately upon entry, and authorize the Debtor to sell the Property immediately upon entry of

the Sale Order; (b) authorize the Debtor to take all actions and execute all documents he deems reasonable, necessary and/or desirable to effectuate the requested relief; (c) retain sole and exclusive personal subject matter jurisdiction to implement, interpret and enforce the terms of the this Motion and the Sale Order; (d) adjudicate all claims, controversies and/or disputes arising from or related to the proposed sale; (e) authorize the Debtor to pay the professional fees as outlined in the Motion and Settlement Statement; and (f) authorize the sale of the Property to alternate third parties under the terms and conditions outlined above.

WHEREFORE, the Debtor respectfully requests that the Court enter an order approving the sale of the Property to the Buyer pursuant to Section 363 of the Bankruptcy Code and granting the Debtor any other relief to which he may be entitled. A proposed Order is attached hereto as **Exhibit D.**

Respectfully submitted,

McCONNELL LAW GROUP, P.A.

*/s/ Jerrett M. McConnell*

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Attorney for the Debtor

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was furnished to interested parties either by electronic notification or U.S. Mail, postage prepaid and properly addressed, this 26<sup>th</sup> day of October, 2018.

*/s/ Jerrett M. McConnell*

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Attorney

**"AS IS" Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Florida Realtors

**PARTIES:** MICHAEL HAGHIGHI AND ROSHINI B. PATEL HAGHIGHI

("Seller")

and Christopher C. Buchanan and Angela J. Hackney, married couple

("Buyer")

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract");

**1. PROPERTY DESCRIPTION:**(a) Street address, city, zip: 3554 WATERCHASE WAY E. JACKSONVILLE, FL 32224(b) Property is located in: DUVAL County, Florida. Real Property Tax ID No: 167453-3094

(c) Real Property: The legal description is

55-71 36-2S-28E .39 PABLO BAY PHASE 7 LOT 381

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property"). Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase:

**PURCHASE PRICE AND CLOSING****2. PURCHASE PRICE (U.S. currency):** \$ 380,000(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 5,000

The initial deposit made payable and delivered to "Escrow Agent" named below  
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 1 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: Osborne & Sheffield Title ServicesAddress: 4776 Hodges Blvd, Jacksonville, FL 32224Phone: 904-641-8401 E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

(b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10) days after Effective Date \$ \_\_\_\_\_

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ 319,200

(d) Other: \$ \_\_\_\_\_

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$ 55,800**NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.****3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 09/20/2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

**4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 30 DAYS AFTER SHORT SALE APPROVAL ("Closing Date"), at the time established by the Closing Agent.Buyer's Initials AM CB

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Seller's Initials

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## 5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements") then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within 14 (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

## 6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) ☐ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

## FINANCING

## 8. FINANCING:

- ☐ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- ☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☒ VA or ☐ other \_\_\_\_\_ (describe) loan on the following terms within 25 (if left blank, then 45) days after Effective Date ("Loan Commitment Date") for (CHECK ONE): ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed 4.75 % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 (if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within 1 (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

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- (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract, or
- (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default, (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

- ☐ (c) Assumption of existing mortgage (see rider for terms).
- ☐ (d) Purchase money note and mortgage to Seller (see riders, addenda, or special clauses for terms)

#### CLOSING COSTS, FEES AND CHARGES

#### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

##### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- ~~Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)~~
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: Up to 3% of PP toward Buyer Closing Costs & Prepaid

~~If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.~~

##### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Other:
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents.

##### (CHECK ONE):

- ☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- ☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or
- ☐ (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

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evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home

warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

#### DISCLOSURES

#### 10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within 20 \_\_\_\_\_ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

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- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** ~~Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").~~

#### 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. ~~If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.~~
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

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(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

#### ESCROW AGENT AND BROKER

**13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

**14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

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default by Buyer, shall be split equally between Listing Broker and Cooperating Broker, provided however Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. **DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

#### 18. STANDARDS:

##### A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

**C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

**D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

**F. TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

**G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed or deeds, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to **COLLECTION** of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents, provided,

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

**T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.  
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

## W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

## ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider                | <input type="checkbox"/> K. RESERVED                          | <input type="checkbox"/> T. Pre-Closing Occupancy       |
| <input checked="" type="checkbox"/> B. Homeowners' Assn.     | <input type="checkbox"/> L. RESERVED                          | <input type="checkbox"/> U. Post-Closing Occupancy      |
| <input type="checkbox"/> C. Seller Financing                 | <input type="checkbox"/> M. Defective Drywall                 | <input type="checkbox"/> V. Sale of Buyer's Property    |
| <input type="checkbox"/> D. Mortgage Assumption              | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract            |
| <input type="checkbox"/> E. FHA/VA Financing                 | <input type="checkbox"/> O. Insulation Disclosure             | <input type="checkbox"/> X. Kick-out Clause             |
| <input checked="" type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)  | <input type="checkbox"/> Y. Seller's Attorney Approval  |
| <input checked="" type="checkbox"/> G. Short Sale            | <input type="checkbox"/> Q. Housing for Older Persons         | <input type="checkbox"/> Z. Buyer's Attorney Approval   |
| <input type="checkbox"/> H. Homeowners'/Flood In             | <input type="checkbox"/> R. Rezoning                          | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> J. Interest-Bearing Acct.           | <input type="checkbox"/> S. Lease Purchase/ Lease Option      | <input type="checkbox"/> BB. Binding Arbitration        |

20. ADDITIONAL TERMS: A. Buyer is buying the property "AS-IS". Seller to make no repairs.  
B. Binder is non-refundable except if non-cosmetic repairs to home exceed \$5,000.00, which buyer must provide a written estimate by a licensed contractor to seller within 7 days after receiving the inspection reports, if lien holder does not approve the short sale, if the buyer is unable to obtain financing, or if the seller is not able to provide buyer with clear title.  
C. Buyer will supply to seller all inspections, appraisals, and surveys done on the property within 2 days of receipt.  
D. Buyer agrees to pay the homeowner's association estoppel fee up to \$400.00.  
E. Buyer agrees to make ALL lender required repairs before closing.  
F. Buyer is responsible for turning on all utilities for inspections and appraisals and pay any required utility inspection fees if needed to turn on utilities.  
G. Lien holder to pay up to 3% of purchase price toward buyer closing costs & prepaids if buyer is getting a mortgage.  
H. Notwithstanding any other provisions of this agreement or applicable addenda, the buyer's (10) day inspections/due diligence period, per paragraph 12a, will begin upon contract execution and not short-sale lien holder approval.

## COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).  
☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

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592 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested  
 593 persons.

594 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO  
 595 BE COMPLETED.

596  
 597\* Buyer: Angela Hackney Date: 9/15/18  
 598  
 599\* Buyer: Christopher Charles Buck... Date: 9/15/2018  
 600  
 601\* Seller: [Signature] Date: 9/21/18  
 602  
 603\* Seller: [Signature] Date: 9-21-18  
 604

605 Buyer's address for purposes of notice  
 606\* 1506 Seagate Avenue  
 607\* JACKSONVILLE FL 32250  
 608\*

Seller's address for purposes of notice

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled  
 610 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent  
 611 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the  
 612 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the  
 613 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing  
 614 Broker to Cooperating Brokers.

615\* Julie Bratcher Commission  
 616 (2%)

617\* Berkshire Hathaway HomeServices Florida Network Realty

618 Cooperating Broker, if any

**NAJI HASSAN**  
 Listing Sales Associate  
**7 STAR REALTY**  
 Listing Broker

Buyer's Initials AM CB

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Serial# 040438-900144-4679210

Page 12 of 12

Seller's Initials

[Signature] [Signature]

Continued on Page 13





## SHORT SALE ADDENDUM

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NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER (the "Purchase and Sale Agreement"). Where this Addendum is in conflict with the terms of the Purchase and Sale Agreement, the terms contained in this Addendum will govern. This Addendum is referenced in the Purchase and Sale Agreement and pertains to the following Property:

3554 WATERCHASE WAY E. JACKSONVILLE, FL 32224

This transaction is referred to as a Short Sale because the Purchase Price is less than or "short" of the amount(s) owed for SELLER's closing costs and prorated items and to pay off encumbrance holders.

1. SELLER represents that the purchase price may be less than the amounts owed for SELLER's closing costs and to holders of outstanding mortgages and other liens affecting the Property ("encumbrance holders"). SELLER's obligation to close the sale of the Property is contingent on the agreement of SELLER's encumbrance holders and/or court consent to:

- (a) accept a payoff which is less than the balance due under the encumbrances;
- (b) accept the HUD-1 settlement statement; and
- (c) furnish a recordable satisfaction or release of the encumbrances.

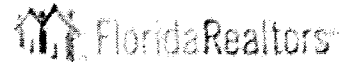
**NOTICE: IN A SHORT SALE TRANSACTION, SELLER MAY HAVE A CONTINUING FINANCIAL OBLIGATION TO SELLER'S ENCUMBRANCE HOLDERS AFTER CLOSING INCLUDING, BUT NOT LIMITED TO, EXECUTION OF A PROMISSORY NOTE IN FAVOR OF THE ENCUMBRANCE HOLDER(S) OR LIABILITY FOR A DEFICIENCY JUDGMENT. SELLER IS ADVISED TO SEEK COMPETENT LEGAL AND FINANCIAL ADVICE CONCERNING SELLER'S LEGAL, TAX AND FINANCIAL OBLIGATIONS.**

**THE FACT THAT THIS SHORT SALE MAY BE CONSIDERED OR APPROVED BY ENCUMBRANCE HOLDERS DOES NOT AUTOMATICALLY MEAN THAT ANY FORECLOSURE PROCESS HAS BEEN SUSPENDED OR DELAYED.**

2. SELLER shall within 5 days from the date of the Purchase and Sale Agreement initiate the process to have this short sale approved by all encumbrance holders and request in writing a delay of the foreclosure sale date if the foreclosure sale date is scheduled to take place before the date of closing. SELLER shall provide all information and documentation required by the encumbrance holders within 5 days after receiving the request(s).

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Michael Haghighi and Rosina B. Patel Haghighi (SELLER) and Chris Buchanan & Angela Hackney (BUYER) concerning the Property described as 3554 Waterchase Way, JACKSONVILLE, FL 32224  
55-71 36-2S-28E .39 PABLO BAY PHASE 7 LOT 381

Buyer's Initials

CB

CO

Seller's Initials

MB

RP

## F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before \_\_\_\_\_ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$380,000 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.

**SHORT SALE ADDENDUM continued**

10. After BUYER's offer has been accepted by SELLER, SELLER may:

- ☐ continue to market the Property as active contingent in the Northeast Florida Multiple Listing Service (NEFMLS); or
- ☒ not continue to market the Property and hereby instructs the listing Broker to change the status of the Property to pending in the NEFMLS.

Regardless of which of the above is marked, SELLER has the right to accept other offers as back-up contracts.

If SELLER receives subsequent written offer(s) to purchase the Property, whether accepted or not, which SELLER intends to submit to encumbrance holders, SELLER must deliver to BUYER written notice of SELLER's intention within 24 hours after receipt of such other written offer(s) (the "Notice"). BUYER will have 5 days after delivery of the Notice to terminate the Agreement. If BUYER elects to terminate the Agreement, BUYER must notify SELLER of BUYER's election in writing within the 5 day period.

11. Unless otherwise directed in writing by SELLER's encumbrance holder(s), SELLER has an obligation to inform them in writing of all subsequent higher written offers, whether accepted or not, until SELLER has received written approval by encumbrance holder(s) of this short sale.

SELLER acknowledges that failure to inform Seller's encumbrance holder(s) in writing of all subsequent higher written offers prior to receipt of written approval by SELLER's encumbrance holder(s) of this short sale may be construed as mortgage fraud. **THIS PARAGRAPH SHOULD NOT BE DELETED OR MODIFIED.**

*Angela Hackney*

BUYER Angela Hackney

*9/15/18*

DATE

*Christopher Charles Buchanan*

BUYER Christopher Charles Buchanan

*9/15/18*

DATE

*[Signature]*

SELLER

*9/20/18*

DATE

*R Patel*

SELLER

*9-20-18*

DATE



# HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE ADDENDUM



THIS ADDENDUM IS MADE BY THE UNDERSIGNED BUYER AND SELLER AND IS INCORPORATED INTO AND MADE A PART OF THE PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT BETWEEN BUYER AND SELLER (THE "AGREEMENT"). THIS ADDENDUM IS REFERENCED IN THE AGREEMENT AND PERTAINS TO THE FOLLOWING PROPERTY: 3554 WATERCHASE WAY E. JACKSONVILLE, FL 32224

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

## DISCLOSURE SUMMARY FOR PABLO BAY

(NAME OF COMMUNITY)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 850.00 PER YEAR YOU WILL ALSO BE OBLIGATED TO PAY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
4. YOU MAY BE OBLIGATED TO PAY A CAPITAL CONTRIBUTION TO THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_.
5. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
6. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
7. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
8. THE DEVELOPER MAY HAVE A RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
10. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

BUYERS BY THEIR SIGNATURE BELOW ACKNOWLEDGE RECEIPT OF THIS SUMMARY BEFORE SIGNING A PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT.

BUYER

Ueery Angela Hackney

DATE

9/15/18

BUYER

Christopher Charles Bushong

DATE

9/15/2018

SELLER

[Signature]

DATE

9/21/18

SELLER

R Patel

DATE

9-21-18



**AMENDMENT**

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OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



This Amendment is made by and between Christopher Charles Buchanan and Angela Faith Hackney  
(BUYER) and Michael Haghighi and Rosina B. Patel Haghighi  
(SELLER), who are parties to that certain Purchase and Sale Agreement dated 09/21/2018 for the following  
Property:

3554 Waterchase Way E.

JACKSONVILLE, FL 32224 (the "Agreement"). For good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER agree to  
amend the Agreement as follows: Purchase price is \$365,000.

Except as modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. In any conflict of terms between this Amendment and the Agreement, the terms of this Amendment shall govern.

Christopher Charles Buchanan 3/04/18  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

Angela Hackney 10-3-18  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

[Signature] 10-4-18  
BUYER DATE


\_\_\_\_\_  
SELLER DATE

R Patel 10/4/18  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

AMENDMENT

11/17

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: Osborne &amp; Sheffield Title Services, LLC

Issuing Office: 4776 Hodges Boulevard, Suite 206,  
Jacksonville, Florida 32224

ALTA Universal ID:

Loan ID Number:

Commitment Number: 2018-695T

Issuing Office File Number: 2018-695T

Property Address: 3554 Waterchase Way E., Jacksonville, Florida 32224-0801

**SCHEDULE A**

1. Commitment Date: September 17, 2018 at 08:00 AM
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: Christopher C. Buchanan and Angela J. Hackney, husband and wife  
Proposed Policy Amount: \$365,000.00
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured: A Natural or Legal Entity to be Determined and/or the Secretary of Veteran Affairs, his successors and/or assigns, as their interests may appear  
Proposed Policy Amount: \$319,200.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in: Michael Haghighi and Roshni Patel Haghighi, husband and wife
5. The Land is described as follows:  
Lot 381, PABLO BAY PHASE SEVEN, according to plat thereof as recorded in Plat Book 55, Pages 71, 71A, 71B and 71C, of the Public Records of Duval County, Florida.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I – Requirements, and Schedule B, Part II – Exceptions.*

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**OSBORNE & SHEFFIELD TITLE SERVICES, LLC**

By: \_\_\_\_\_

Authorized Signatory  
J. Howard Sheffield

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment Number: 2018-695T

**SCHEDULE B-I****Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Michael Haghighi and Roshni Patel Haghighi, husband and wife to Christopher C. Buchanan and Angela J. Hackney, husband and wife conveying the property as described in Schedule "A" of this Commitment.
  - b. Mortgage in favor of A Natural or Legal Entity to be Determined to be executed by Christopher C. Buchanan and Angela J. Hackney, husband and wife in the original principal sum of \$319,200.00 encumbering said property described herein, and to be recorded in the public records of Duval County, Florida.
5. Payment, cancellation and satisfaction of record of mortgage in the original principal sum of \$393,715.00 , executed by Michael Haghighi and Roshni Patel Haghighi, husband and wife in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Branch Banking and Trust Company, recorded in Book 11438, Page 832, as modified by document recorded in Book 14281, Page 2186, and assigned to Branch Banking and Trust Company by document recorded in Book 18127, Page 337 .



6. Record in the Public Records a release or satisfaction of the Mortgage in favor of Compass Bank recorded November 26, 2007, in Official Records Book 14281, Page 2178, of the Public Records of Duval County, Florida; together with the following:
  - a. Authorization letter to close account signed and executed by seller/borrower and delivered to equity line lender prior to closing.
  - b. Indemnity signed and executed by seller/borrower for that Open-End Mortgage recorded in Official Records Book 14281, Page 2178, of the Public Records of Duval County, Florida.
  - c. Confirm that all outstanding related checks and ATM/VISA CARDS have been sent to the Lender or destroyed prior to conveyance.
  - d. Lender confirmation of account cancellation letter along with outstanding balance and payoff amounts with over night mailing instructions.
7. Entry of an Order Authorizing Sale, not subject to objection or appeal by creditors, and after Notice to Creditors of said order to provide for short-sale of caption property by Michael Haghighi, debtor, and distribution of all proceeds to secured creditor Branch Banking and Trust Company and Compass Bank. under Case No.17-bk-03112-PMG, U.S. Bankruptcy Court, Middle District of Florida (Jacksonville), Michael Haghighi, debtor. The Company reserves the right to make additional requirements and/or exceptions upon review of Order.
8. Before the proposed insured transaction can occur, The Company requires that all applicable times for appeals has expired, without the filing of an appeal, as to that certain Order in Case No. 17-bk-03112-PMG.
9. Submit proof from Pablo Bay, the homeowners' association, that any outstanding assessments and/or maintenance fees due, have been paid.
10. Release of Claim of Lien in favor of Pablo Bay Homeowners Association, Inc., recorded in Book 17694, Page 1958.

NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2017 taxes show PAID. The gross amount is \$8,064.49 for Tax Identification No. 167453-3094.

NOTE: The following conveyance(s) have been recorded within the last 24 months: None, the last conveyance of record Warranty Deed dated October 14, 2003 between Toll Jacksonville Limited Partnership, grantor and Michael Haghighi and Roshni Patel Haghighi, grantee recorded in OR Book 11438, Page 831.

**SCHEDULE B-II****Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
3. 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.
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Any loss or damage arising from a lien for Homeowner's Association assessments recorded after the date of the Policy, resulting from the effect of Florida Statute 720.3085, notwithstanding any assurances to the contrary in any Florida Endorsement Form 9-06 or Florida Endorsement Form 9.3-06, which may be attached to this Policy. (Affects any Loan Policy(s) issued pursuant to this Commitment)

10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PABLO BAY PHASE SEVEN, as recorded in Plat Book 55, Page(s) 71, 71A, 71B and 71C, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 9873, Page 60, and amended in Book 9955, Page 2270, supplemental recorded in Book 10587, Page 1198 and 10576, Page 2082, Book 10864, Page 2219 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Development Agreement as set forth in instrument recorded in Book 8529, Page 454.
13. Easement for Conservation recorded in Book 9879, Page 373.
14. Easement recorded in Book 6477, Page 901.
15. Permit and Hold Harmless Agreement as set forth in instrument recorded in Book 7983, Page 1531.
16. Easement recorded in Book 3690, Page 776.
17. Deed of Dedication recorded in Book 9367, Page 283.
18. Revocable Permit and Agreement as set forth in instrument recorded in Book 9826, Page 2052.
19. Easement recorded in Book 5568, Page 745.
20. Easement recorded in Book 9695, Page 49.
21. Easement recorded in Book 9902, Page 1050.
22. Riparian and/or littoral rights are not insured.
23. This Policy does not insure title to any part of the land lying below the ordinary high water mark of any abutting body of water.
24. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.

25. Note: All of the recording information contained herein refers to the Public Records of Duval County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restriction violate 42 USC 3604(c), contained in any of the exceptions set forth under Schedule B, are hereby deleted.



*First American Title*<sup>TM</sup>

**Notices – Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 ([claims.nic@firstam.com](mailto:claims.nic@firstam.com)).

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.



*First American Title*<sup>TM</sup>

**REISSUE CREDIT NOTICE**

Issued by

***First American Title Insurance Company***

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

American Land Title Association

ALTA Settlement Statement - Combined

Adopted 05-01-2015

FileNo./Escrow No.: 2018-695T  
 Print Date & Time: 10/10/2018 @ 1:18 PM  
 Officer/Escrow Officer: Osborne &  
 Sheffield Title Services, LLC  
 Settlement Location:  
 4776 Hodges Boulevard, Suite 206  
 Jacksonville, Florida 32224

Osborne &amp; Sheffield Title Services, LLC

4776 Hodges Boulevard, Suite 206

Jacksonville, Florida 32224

Property Address: 3554 Waterchase Way E., Jacksonville, Florida 32224-0801  
 Buyer: Christopher C. Buchanan and Angela J. Hackney, husband and wife  
 Seller: Michael Haghighi and Roshni Patel Haghighi, husband and wife  
 Lender: A Natural or Legal Entity to be Determined  
 Loan Type: VA Settlement

Settlement Date: 2/20/2019  
 Disbursement Date: 2/20/2019  
 Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$365,000.00	Sales Price of Property	\$365,000.00	
		Loan Amount		\$319,200.00
\$10,950.00		Seller Credit		\$10,950.00
		Title - Insurance Seller Credit		\$1,900.00
\$1,900.00		Title - Insurance Seller Credit		
		<b>Prorations/Adjustments</b>		
\$1,105.23		County Taxes from 1/1/2019 to 2/19/2019		\$1,105.23
		<b>Other Loan Charges</b>		
\$875.00		Closing/Settlement Fee to Osborne & Sheffield Title Services, LLC		
		E-Recording Fee to First American Title Insurance Company	\$9.00	
\$125.00		Mail-away Fee to Osborne & Sheffield Title Services, LLC		
\$96.00		Payoff/Handling/Wire/Overnight (2@ \$48) to Osborne & Sheffield Title Services, LLC		
\$85.00		Search Fee to First American Title Insurance Company		
		<b>Title Charges &amp; Escrow / Settlement Charges</b>		
		Title - Alta 5.1 to Osborne & Sheffield Title Services, LLC	\$25.00	
		Title - Alta 8.1 to Osborne & Sheffield Title Services, LLC	\$25.00	
		Title - Florida Form 9 to Osborne & Sheffield Title Services, LLC	\$238.75	
		Title - Lender's Coverage Premium to Osborne & Sheffield Title Services, LLC	\$1,671.00	

American Land Title Association

ALTA Settlement Statement - Combined

Adopted 05-01-2015

		<b>Commission</b>		
\$10,950.00		Real Estate Commission (Buyer) to Berkshire Hathaway HomeServices Florida Network Realty		
\$10,950.00		Real Estate Commission (Seller) to 7 Star Realty, Inc		
		<b>Government Recording &amp; Transfer Charges</b>		
		Recording Fees to First American Title Insurance Company	\$198.50	
\$23.00		Record Order Authorizing Sale to First American Title Insurance Company		
\$2,555.00		Transfer Taxes - Deed State to First American Title Insurance Company		
		Transfer Taxes - Intangible Tax to First American Title Insurance Company	\$638.40	
		Transfer Taxes - Mortgage State to First American Title Insurance Company	\$1,117.20	
		<b>Payoff(s)</b>		
\$299,759.40		Lender: BB&T #6930085225 Aldridg Pite - ESTIMATE NEED UPDATED PAYOFF THIS FIGURE ONLY GO		
		Principal Balance ()		
		Interest on Payoff Loan ()		
\$20,894.32		Lender: Compass Bank - Estimate Only amount subject to change based on BB&T's payoff		
		Principal Balance ()		
		Interest on Payoff Loan ()		
		<b>Miscellaneous</b>		
\$1,547.43		HOA Delinquent Fees to release Claim of Lien to ESTIMATE ONLY to Pablo Bay HOA		
\$116.44		HOA Dues for 2019 \$850 to Estimate based on 2018 Amount	\$733.56	
		HOA Upfront Estoppel Fee - must be paid in advance to receive Estoppel to BCM Services	\$150.00	
\$3,068.18		2018 Taxes Must be paid either at closing or prior to Estimate to Duval County Tax Collector		
<b>Seller</b>		<b>Description</b>	<b>Borrower/Buyer</b>	
<b>Debit</b>	<b>Credit</b>		<b>Debit</b>	<b>Credit</b>
\$365,000.00	\$365,000.00	<b>Subtotals</b>	\$369,806.41	\$333,155.23
		Due From Borrower	\$36,651.18	
		Due From Seller		



American Land Title Association

ALTA Settlement Statement - Combined

Adopted 05-01-2015

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Osborne & Sheffield Title Services, LLC to cause the funds to be disbursed in accordance with this statement.

Borrower:	_____ Christopher C. Buchanan	Seller:	_____ Michael Haghighi
Borrower:	_____ Angela J. Hackney	Seller:	_____ Roshni Patel Haghighi

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

\_\_\_\_\_  
Escrow Officer

**Exhibit D**

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

IN RE:

MICHAEL HAGHIGHI,

Case No. 3:17-bk-03112-PMG

Chapter 11

Debtor.

\_\_\_\_\_ /

**ORDER GRANTING DEBTOR-IN-POSSESSION'S MOTION FOR AUTHORITY  
TO SELL PROPERTY OF THE ESTATE AT PRIVATE SALE**

**THIS MATTER** is before the Court for hearing on \_\_\_\_\_, 2018, upon the DEBTOR-IN-POSSESSION'S MOTION FOR AUTHORITY TO SELL PROPERTY OF THE ESTATE AT PRIVATE SALE (the "Motion"), by which Michael Haghighi, the Debtor-In-Possession (the "Debtor"), seeks authority to sell, free and clear of all liens, encumbrances, and interests, the real property real property located at 3554 Waterchase Way E., Jacksonville, FL 32224, which is more particularly described as follows (the "Property"):

**Lot 381 of PABLO BAY PHASE 7, according to the plat thereof recorded in Plat Book 55, Pages 71, 71A, 71B and 71C, of the public records of Duval County, Florida.**

For the reasons set forth in the Motion and on the record at the Sale Hearing, the Debtor has demonstrated that the sale of the Property on the terms contained in the Motion and the PSA attached to the Motion, is in the best interests of the creditors of the Debtor's estate. Accordingly, it is hereby

**ORDERED AND ADJUDGED** as follows:

1. The relief requested in the Motion is **GRANTED** and the sale of the Property to Christopher C. Buchanan and Angela J. Hackney (or such other alternate buyer(s) as described below) (collectively, the “Buyer”) by the Debtor for the sum of \$365,000.00, free and clear of all liens, claims, encumbrances, and interests by private sale, is hereby **APPROVED**, subject to the terms and conditions herein.

2. Notwithstanding the foregoing, Branch Banking and Trust Company, the first mortgage holder, (“BB&T”) and BBVA Compass Bank (“Compass”), the second mortgage holder, are authorized to review any proposed short sale contract according to their standard processes to determine whether they will accept the terms of the short sale contract. Therefore, this Order is subject to written consent of BB&T and Compass as to the terms of the sale and final written approval of a HUD-1 Settlement Statement. The sale of the Property will not be effective absent consent of the Debtor, BB&T and Compass to all proposed short sale terms. This Order shall not be construed as binding on BB&T and Compass to accept any terms of a proposed short sale prior to their review and acceptance of a proposed short sale contract.

3. Notice of the Motion upon all interested parties was proper and in accordance with the Bankruptcy Code, Federal Rules of Bankruptcy Procedure and Local Rules.

4. The Debtor is authorized to pay the ordinary and customary closing costs related to the sale of the property, including all brokers’ commissions as more fully set forth in the ALTA Settlement Statement attached to the Motion, or in such other amounts may be necessary for to account for necessary adjustments and pro-rations.

5. Nothing in this Order is intended to affect rights of the United States Trustee, the Debtor, or parties in interest to object to proof of claims. Therefore, the United States Trustee, the Debtor and all parties in interest shall retain all rights to prosecute objections to proof of claims.

6. The Court hereby waives the 14-day stay pursuant to Rule 6004(h) and the Debtor is authorized to close the sale of the Property immediately upon the entry of this Order.

7. The Buyer shall be afforded the protections of 11 U.S.C. § 363(m).

8. This Order shall be effective as to the sale to any alternate buyer if: (i) the Buyer is unable to or does not close the sale of the Property, (ii) the Debtor files a notice with the Court that states the Buyer was unable to or did not close on the sale of the Property, (iii) the notice identifies the material terms of the sale of the Property to an alternative buyer and attaches this Order and relevant documents related to the sale of the Property to the alternative buyer along with a statement the alternative buyer is disinterested (the "Alternative Buyer Notice"), (iv) the Alternative Buyer Notice sets forth that the sale to the alternative buyer is on substantially the same terms and conditions as set forth in the Motion and describes any material differences between the sale to an alternative buyer and the sale under the Motion, and (v) there is no objection filed with the Court in response to the Alternative Buyer Notice within fourteen (14) days after filing said notice.

9. This Court shall retain sole and exclusive personal subject matter jurisdiction to implement, interpret and enforce the terms of the Motion and this Order and to adjudicate all claims, controversies and/or disputes arising from or related to the proposed sale.

Attorney, Jerrett M. McConnell, Esq. is directed to serve a copy of this Order on interested parties who are non-CM/ECF users and file a proof of service within 3 days of entry of the Order.