

1 ANDREW A. MOHER. SBN: 257605
2 LAW OFFICES OF ANDREW A. MOHER
3 5560 La Jolla Blvd, Suite D
4 La Jolla, CA 92037
5 Telephone: 619-269-6204
6 Facsimile: 619-923-3303
7 Attorney for Debtor Michele Ann Mayer

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9 **UNITED STATES BANKRUPTCY COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**
11

12 In Re:
13 Michele Ann Mayer

14 Case No. 16-07171-LA11

15 CHAPTER 11

16 **MOTION FOR ORDER**
17 **AUTHORIZING SALE OF REAL**
18 **PROPERTY UNDER 11 U.S.C. §363**

19 **[32360 Road 132, Visalia, CA 93292]**

20 Judge: Hon. Louise D. Adler
21

22 TO THE HONORABLE LOUISE D. ADLER, UNITED STATES BANKRUPTCY
23 JUDGE, OFFICE OF THE UNITED STATES TRUSTEE, AND ALL PARTIES IN
24 INTEREST:

25 Debtor and Debtor-in-Possession Michele Ann Mayer, by and through counsel
26 undersigned, hereby respectfully files this Motion for Authority to sell her Real Property located
27 at 32360 Road 132, Visalia, CA 93292 (“The Motion”) and in support of her Motion alleges the
28 following:

- 1) The Debtor filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code on November 25, 2016.

- 1 2) No trustee has been appointed in this case. The Debtor is in control of her estate as
2 Debtor-in-Possession.
- 3 3) At the time of the case filing, the Debtor was the owner of her principal residence in
4 Lakeside, California, and sixteen (16) properties in Tulare County, California. (“The
5 Rental Properties”) The Debtor has sold three of these properties for profit and has
6 “short sold” four of the properties. Debtor is in the process of attempting short sales
7 on five remaining properties, and is proposing to retain four properties in her plan.
8
- 9 4) Debtor wishes to sell the Real Property located at 32360 Road 132, Visalia, CA
10 93292 (“The Subject Property”). A true and correct copy of the Legal Description of
11 the Real Property is attached hereto as Exhibit “A.”
- 12 5) Debtor has employed her real estate broker Cindy Coray and Modern Broker
13 (“Broker”) for purposes of selling the Subject Property. The Debtor has applied for
14 approval of such employment with the Court for purposes of selling this property and
15 has obtained an order authorizing the same (see doc #257).
16
- 17 6) The fair market value of The Subject Property is \$325,000.00. The Subject Property
18 is a 4 bedroom, 2 bathroom, 2953 square foot single family home in an upscale area
19 of Visalia. The Subject Property has substantial debris on site that requires removal
20 and repairs that would be estimated at approximately \$50,000.00 (see Declaration of
21 Cindy Coray). Broker undertook extensive marketing efforts to list and sell the
22 Subject Property. Specifically, the Subject Property was listed on the Tulare County
23 MLS, Zillow, Realtor.com, and Homes.com, and by word of mouth. (see Declaration
24 of Cindy Coray). The Subject Property was listed at \$349,900.00, and the Debtor
25 received several offers on the property.
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- 1 7) The Debtor received a contingent offer for \$349,900 from a buyer with a prospective
2 “FHA 203 loan” that was contingent on an appraisal, costly repairs, and \$10,000 from
3 the seller for closing costs. The Debtor received a second offer for \$250,000, and
4 countered at \$325,000. This prospective buyer countered at \$320,000 but was unable
5 to show proof of funds. Finally, The Debtor received an offer for \$300,000 and
6 counteroffered at \$325,000.00 as is. This prospective buyer asked only for a home
7 warranty and provided proof of funds with more than enough funds to close with
8 cash. In addition, the third prospective buyer did not require the Debtor to remove any
9 of the debris in order to close the sale. The Debtor, after consulting with her broker,
10 accepted this offer. (see Declaration of Cindy Coray)
11
- 12 8) Debtor and Broker are confident that the current \$325,000.00 offer is a very good
13 offer for the fair market value, and the best and most reliable of all offers received.
14 (see Declaration of Cindy Coray; see also Declaration of Michele Mayer)
15
- 16 9) The Debtor has entered into an agreement to sell the Subject Property. The agreed
17 price is \$325,000.00. A true and correct copy of the sales contract and its details are
18 attached as Exhibit “B” and fully incorporated herein by reference. A true and correct
19 copy of the estimated settlement statement is attached as Exhibit “C” and fully
20 incorporated by reference.
21
- 22 10) The Subject Property is encumbered by one deed of trust, in favor of Deutsche Bank
23 National Trust Company, c/o Select Portfolio Servicing, Inc. (“Deutsche”) as a first
24 position lien in the approximate amount of \$220,000.00. Debtor has calculated the
25 approximate balance based on the proof of claim amount of \$208,402.00 (see Exhibit
26 “D”, copy of Proof of Claim #16), plus post-petition interest and escrow amounts due.
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1 There are no other liens on the Subject Property. The total amount of encumbrances
2 on the Subject Property are approximately \$220,000.00.

3 11) As set forth in Exhibit "C," commissions of up to \$16,250.00 are to be paid to the
4 brokers facilitating the sale, subject to court approval, with other liabilities and costs
5 of sale in the amount of \$5,004.98, totaling 21,254.98.

6 12) Debtor will receive proceeds from the sale in the approximate amount of 83,745.02.
7 Debtor will use these funds to pay towards her plan. Debtor anticipates that the
8 proceeds from this sale, in concert with the funds on hand from previous sales, will be
9 sufficient to pay all remaining claims in her Chapter 11 case.
10

11 13) The estimated closing date for the sale on the Subject Property is March 24, 2018.
12 Debtor requests authority to close the sale only upon consent from all secured
13 lienholders agreed to by all parties.

14 14) This Motion to Sell is not seeking to sell the Subject Property free and clear of liens
15 pursuant to 11 U.S.C. section 363(f), but solely pursuant to section 363(b) and subject
16 to secured lienholders consent of any such sale.
17

18 15) The Debtor has consulted with her accountant and has determined that she will not
19 have tax liability resulting from the sale. The Debtor's purchase price for The Subject
20 Property was \$223,525.00, and the "net profit" for tax analysis purposes therefore is
21 \$325,000-\$223,525.00 = \$101,475 (reduced by commissions to approximately
22 \$80,000). Debtor has carryover losses available that exceed her taxable liability on
23 this property. (see Declaration of Michele Mayer)
24

25 16) The sale will have no negative impact on unsecured creditors or the estate, but will
26 serve to increase cash flow and reduce financial obligations of the Debtor, leading to
27 a net benefit for the estate. Debtor agrees to provide the Office of the United States
28

1 Trustee a copy of the escrow closing statement within 14 days of the close of escrow
2 as a condition to any approval of this motion.

3
4 **LEGAL ARGUMENT**

5 11 U.S.C. §363, in conjunction with F.R.B.P. 6004, allows a debtor, upon motion and
6 opportunity for a hearing, to sell property of the estate other than in the ordinary course of
7 business. The proposed sale will yield approximately \$80,000.00 to the Debtor, which the Debtor
8 will use to pay any remaining claims in this case. The Debtor anticipates that the funds obtained
9 from this sale, combined with funds on hand in her account from previous sales and savings, will
10 be sufficient to pay all claims in full, with an excess amount of approximately \$30,000 to
11 \$50,000. Therefore, Debtor submits that the sale is in the best interest of the estate.

12
13 The purchaser of the Subject Property is purchasing said property in good faith. A good
14 faith purchaser, as defined in §363(m) of the Bankruptcy Code, is one who purchases for “value”
15 and where there is no fraud or collusion in the bidding process. *See In re Filtercorp, Inc.*, 163
16 F.3d 570 (9th Cir. 1998). A good faith buyer has been further described as “one who buys ‘in
17 good faith’ and ‘for value’” *See Ewell v. Diebert (In re Ewell)*, 958 F.2d 276,281 (9th Cir. 1992).
18 A lack of good faith is typically shown by “fraud, collusion between the purchaser and other
19 bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *See*
20 *Community Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir. 1985)

21
22 Here, the buyer is purchasing the property for their own use or investment. The buyer is
23 neither an insider nor affiliate of the Debtor, and there is no prior relationship between the buyer
24 and the Debtor. There is no known fraud or collusion with respect to the sale. The sale agreement
25 was negotiated at arms length and constitutes a good faith purchase in accordance with the
26 Bankruptcy Code. The Debtor believes that the proposed sale is in the best interest of the estate
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1 (see Declaration of Michele Mayer). The Debtor, and her realtor, also believe that the Subject
2 Property has been adequately exposed to the market and that the sale price is the maximum price
3 the Subject Property could be expected to sell for under the current conditions. Furthermore, in
4 order to close the short sale, all parties including Debtor’s creditors must agree to the sale price
5 as a good faith sale. As such, Debtor submits that the sale constitutes a good faith purchase in
6 accordance with the Bankruptcy Code.
7

8
9 **THE DEBTOR REQUESTS AUTHORITY TO CLOSE IMMEDIATELY UPON**

10 **APPROVAL OF THE SALE**

11 Federal Rule of Bankruptcy Procedure Rule 6004(h) states: “an order authorizing the use,
12 sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after
13 the entry of the order, unless the court orders otherwise.” (emphasis added). The 1999
14 Amendment by the Committee Notes on Rules (GAP Report) clarifies that “The court may, in its
15 discretion, order that Rule 6004(g) [now 6004(h)] is not applicable so that the property may be
16 used, sold, or leased immediately in accordance with the order entered by the court.” The Debtor
17 anticipates closing escrow imminently after the hearing on this Motion, if the Motion is
18 approved, for a number of reasons including ensuring that the buyer does not back out of the
19 proposed sale. For these reasons, the Debtor requests that the Court order and authorize that the
20 sale may be effectuated immediately upon entry of its order.
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23
24 WHEREFORE, Debtor and Debtor-in-Possession Michele Ann Mayer prays for an order:

- 25 1) Authorizing the sale of the Debtor’s Real Property located at 32360 Road 132, Visalia,
26 CA 93292, pursuant to 11 U.S.C. 363(b), only upon consent from all secured
27 claimholders and in strict accordance with the approval of Deutsche;
28

- 1 2) Authorizing the payment of commissions, taxes, and fees related to the sale in the amount
- 2 of \$21,254.98;
- 3 3) That the 14 day stay of FRBP 6004(h) be waived and that Debtor be authorized to close
- 4 the sale immediately upon approval by the court; and,
- 5 4) For any such other and further relief as the Court may deem just and proper.

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9 RESPECTFULLY SUBMITTED: LAW OFFICES OF ANDREW A. MOHER

10
11 Dated: February 14, 2018 By: /s/ Andrew A. Moher
12 /s/ Andrew A. Moher, Attorney for Debtor

13 Dated: February 14, 2018 By: /s/ Michele Ann Mayer
14 Michele Ann Mayer, Debtor

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1 ANDREW A. MOHER. SBN: 257605
2 **LAW OFFICES OF ANDREW A. MOHER**
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7 Attorney for Debtor Michele Ann Mayer

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11 **UNITED STATES BANKRUPTCY COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 In Re:
15 Michele Ann Mayer

16 Case No. 16-07171-LA11

17 CHAPTER 11

18 **DECLARATION OF MICHELE ANN**
19 **MAYER IN SUPPORT OF MOTION**
20 **FOR AUTHORITY TO SELL REAL**
21 **PROPERTY**

22 **[32360 Road 132, Visalia, CA 93292]**

23 Judge: Hon. Louise D. Adler
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I, Michele Ann Mayer, hereby declare:

1. I have personal knowledge of the facts contained in this declaration, except as to any matters alleged upon information and belief and as to those matters I believe them to be true. If called as a witness, I could and would testify thereto.
2. I am the Debtor and Debtor in Possession in the above referenced case.
3. I am the owner of the property located at 32360 Road 132, Visalia, CA 93292
“Subject Property.” I used to live in this property and the property became a rental property when I moved to San Diego County. At this time, the Subject Property is vacant.

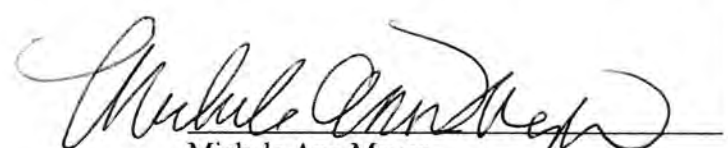
- 1 4. I have entered into an agreement to sell the Subject Property, through my broker. The
2 agreed price is \$325,000.00. A true and correct copy of the sales contract and its
3 details are attached as Exhibit "B." A true and correct copy of the estimated
4 settlement statement is attached as Exhibit "C."
- 5 5. The proposed buyer of The Subject Property is a disinterested third party. I do not
6 know the proposed buyer and have no previous connection with the proposed buyer
7 or any related party.
- 8 6. I believe that the agreed sales price is an accurate reflection of the fair market value
9 of the home. The Subject Property is a 4 bedroom, 2 bathroom, 2,953 sq. ft. single-
10 family home in an upscale area of Visalia. The Subject Property has substantial debris
11 on site that requires removal and repairs that would be estimated at approximately
12 \$50,000.00. My broker undertook extensive marketing efforts to list and sell the
13 Subject Property. Specifically, the Subject Property was listed on the Tulare County
14 MLS, Zillow, Realtor.com, and Homes.com, and by word of mouth. The Subject
15 Property was listed at \$349,900.00, and we received several offers.
- 16 7. I received a contingent offer for \$349,900 from a buyer with a prospective "FHA 203
17 loan" that was contingent on an appraisal, costly repairs, and \$10,000 from the seller
18 for closing costs. I then received a second offer for \$250,000, and countered at
19 \$325,000. This prospective buyer countered at \$320,000 but was unable to show
20 proof of funds. Finally, I received an offer for \$300,000 and counteroffered at
21 \$325,000.00 as is. This prospective buyer asked only for a home warranty and
22 provided proof of funds with more than enough funds to close with cash. After
23 consulting with my broker, I accepted this offer.
- 24 8. I am confident that the current \$325,000.00 offer is a very good offer for the fair
25 market value, and the best and most reliable of all offers received.
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DECLARATION

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- 9. The Subject Property is encumbered by the liens and encumbrances as set forth in the estimated settlement statement attached as Exhibit "C." I have reviewed the information on the encumbrances in the Motion and to the best of my knowledge those amounts are a complete and correct accounting of the parties and amounts owed regarding the Subject Property.
- 10. As set forth in Exhibit "C," commissions of up to \$16,250.00 are requested to be paid to the brokers facilitating the sale, subject to court approval, with other liabilities and costs of sale in the amount of \$5,004.98, totaling 21,254.98.
- 11. I anticipate receiving proceeds from the sale in the approximate amount of 83,745.02.
- 12. I have discussed the sale with my accountant and believe that there will be no tax liability resulting from the sale, due to available carryover losses.
- 13. I will use the proceeds from the sale towards paying claims in my chapter 11 case. I believe that the proceeds from the sale, combined with my funds on hand from previous sales (in my blocked account) and savings, are likely to cover all claims in my chapter 11 case.
- 14. I believe that the offer obtained is a very good offer for this property under the circumstances, and the best of the offers obtained, and that the buyer is reliable, and that if approved this sale should close quickly and without issues.
- 15. I believe that the approval and closing of this sale would be in the best interest of my creditors and my estate.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 15th of February 2018, at Visalia, California.


Michele Ann Mayer

DECLARATION

1 ANDREW A. MOHER. SBN: 257605
2 **LAW OFFICES OF ANDREW A. MOHER**
3 5560 La Jolla Blvd, Suite D
4 La Jolla, CA 92037
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7 Attorney for Debtor Michele Ann Mayer

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9 **UNITED STATES BANKRUPTCY COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**
11

12 In Re:
13 Michele Ann Mayer

14 Case No. 16-07171-LA11
15 CHAPTER 11

16 **DECLARATION OF CINDY CORAY**
17 **IN SUPPORT OF MOTION FOR**
18 **AUTHORITY TO SELL REAL**
19 **PROPERTY**

20 **[32360 Road 132, Visalia, CA 93292]**

21 Judge: Hon. Louise D. Adler
22
23

24 I, Cindy Coray, hereby declare:

- 25
- 26 1. I have personal knowledge of the facts contained in this declaration, except as to any
27 matters alleged upon information and belief and as to those matters I believe them to
28 be true. If called as a witness, I could and would testify thereto.
 2. I am the realtor for the Debtor regarding the property located at 32360 Road 132,
Visalia, CA 93292 "Subject Property" in this motion.
 3. The Debtor, through my brokerage, has entered into an agreement to sell the Subject
Property. I have negotiated the agreement with Debtor's lenders who have agreed to
the sale price. The agreed sale price is \$325,000.00. A true and correct copy of the

1 sales contract and its details are attached as Exhibit "B." A true and correct copy of
2 the estimated settlement statement is attached as Exhibit "C."

3 4. I believe that the agreed sales price is an accurate reflection of the fair market value
4 of the home. The Subject Property is a 4 bedroom, 2 bathroom, 2,953 sq. ft. single-
5 family home in an upscale area of Visalia. The Subject Property has substantial debris
6 on site that requires removal and repairs that would be estimated at approximately
7 \$50,000.00. I undertook extensive marketing efforts to list and sell the Subject
8 Property. Specifically, the Subject Property was listed on the Tulare County MLS,
9 Zillow, Realtor.com, and Homes.com, and by word of mouth. The Subject Property
10 was listed at \$349,900.00, and we received several offers.
11

12 5. The Debtor received a contingent offer for \$349,900 from a buyer with a prospective
13 "FHA 203 loan" that was contingent on an appraisal, costly repairs, and \$10,000 from
14 the seller for closing costs. We received a second offer for \$250,000, and countered at
15 \$325,000. This prospective buyer countered at \$320,000 but was unable to show
16 proof of funds. Finally, we received an offer for \$300,000 and counteroffered at
17 \$325,000.00 as is. This prospective buyer asked only for a home warranty and
18 provided proof of funds with more than enough funds to close with cash. Ms. Mayer,
19 after consulting with me, accepted this offer.
20

21 6. I am confident that the current \$325,000.00 offer is a very good offer for the fair
22 market value, and the best and most reliable of all offers received.
23

24 7. I do not have any connection to the proposed buyer, and the proposed buyer is a
25 disinterested third party to the best of my knowledge and understanding.

26 8. The Subject Property is encumbered by the liens and encumbrances as set forth in the
27 estimated settlement statement attached as Exhibit "C." I have reviewed the
28 information on the encumbrances in the Motion and to the best of my knowledge

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those amounts are a complete and correct accounting of the parties and amounts owed regarding the Subject Property.

9. As set forth in Exhibit "C," commissions of up to \$16,250.00 are requested to be paid to the brokers facilitating the sale, subject to court approval, with other liabilities and costs of sale in the amount of \$5,004.98, totaling 21,254.98.

10. It is anticipated that the Debtor will receive proceeds from the sale in the approximate amount of 83,745.02.

11. I believe that the offer obtained is a very good offer for this property under the circumstances, and the best of the offers obtained, and that the buyer is reliable, and that if approved this sale should close quickly and without issues.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 15th of February 2018, at Visalia, California.


Cindy Coray

Exhibit "A"

Exhibit "A"

That portion of the South Half of the North Half of the Northwest of the Southwest Quarter of Section 9, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, more particularly described as follows:

Beginning at a point that is distant North 89°36' East, 72.50 feet and South 0°51'38" East 166.54 from the Northwest corner of the South Half of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 9; said point being in the East line of the land conveyed to the County of Tulare, by deed recorded December 29, 1959 in Book 2164, Page 591 of Official Records of said County; Thence South 0°51'38" East 166.54 feet, said point being the South line of the South half of the North half of the Northwest Quarter of the Southwest Quarter of Section 9; Thence North 89°33'20" East 1246.28 feet to a point in the East line of the South half of the North half of the Northwest quarter of the Southwest Quarter of said Section 9; Thence North 0°26'50" West along said East line, 166.04 feet; Thence South 89°34'40" West, 1247.49 feet to the point of beginning, more particularly described as Parcel 2 of Parcel Map No. 197, recorded in Book 2 Page 97 and a portion of Parcel 1 of Parcel Map 197 as Instrument No. 32360 Road 132, Visalia, California.

Exhibit "A" Page1

Exhibit "B"



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 12/15)



Date Prepared: 01/24/2018

1. OFFER:

- A. THIS IS AN OFFER FROM Lopez, Lopez ("Buyer").
B. THE REAL PROPERTY to be acquired is 32360 Road 132, Visalia, CA 93292, situated in Visalia (City), Tulare (County), California, 93292 (Zip Code), Assessor's Parcel No. 079040016000 ("Property").
C. THE PURCHASE PRICE offered is Three Hundred Thousand Dollars \$ 300,000.00
D. CLOSE OF ESCROW shall occur on March 9, 2018 (date) or Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Modern Broker, Inc. (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent RE/MAX - VISALIA (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Possible Representation of More than One Buyer or Seller - Disclosure and Consent (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 3,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or)
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

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

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 297,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 300,000.00

Buyer's Initials ([Signature]) ([Signature])

Seller's Initials ([Signature]) ()

RPA-CA REVISED 12/15 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)



H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or 21) Days After Acceptance.

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

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

(3) LOAN CONTINGENCY REMOVAL: Within 21 (or ____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

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

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

4. SALE OF BUYER'S PROPERTY:
A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:
A. ADDENDA:
 Back Up Offer Addendum (C.A.R. Form BUO) Addendum # _____ (C.A.R. Form ADM)
 Court Confirmation Addendum (C.A.R. Form CCA)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 Short Sale Addendum (C.A.R. Form SSA) Other _____
B. BUYER AND SELLER ADVISORIES:
 Buyer's Inspection Advisory (C.A.R. Form BIA)
 Probate Advisory (C.A.R. Form PA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)
 Short Sale Information and Advisory (C.A.R. Form SSIA) Other _____

6. OTHER TERMS: No clean up by seller.

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

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by Property ID
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (RB) (ML) Seller's Initials (AO) (_____)

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee 1/2 Buyer/1/2 Seller
(b) Escrow Holder shall be _____
(c) The Parties shall, within **5 (or _____) Days** After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for **owner's** title insurance policy specified in paragraph 13E _____
(b) Owner's title policy to be issued by _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee ***If applicable*** _____
- (2) Buyer Seller shall pay City transfer tax or fee ***If applicable*** _____
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) Buyer Seller shall pay for any private transfer fee _____
- (8) Buyer Seller shall pay for _____
- (9) Buyer Seller shall pay for _____
- (10) Buyer Seller shall pay for the cost, not to exceed \$ **475.00** _____, of a standard (or upgraded) one-year home warranty plan, issued by **First American Home Warranty** _____, with the following optional coverages: Air Conditioner Pool/Spa Other: _____
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: all stove(s), except _____; all refrigerator(s) except _____; all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials (BE) (MA)

Seller's Initials (W) (_____)

RPA-CA REVISED 12/15 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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32360 Road 132,



9. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (AM/ PM) on the date of Close Of Escrow; (ii) no later than ___ calendar days after Close Of Escrow; or (iii) at ___ AM/ PM on _____.
- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or ___) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
- OR **Tenant to remain in possession** (C.A.R. Form TIP).
- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
(1) **SELLER HAS: 7 (or ___) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials (EC) (M-L)
RPA-CA REVISED 12/15 (PAGE 4 OF 10)

Seller's Initials (@) (_____)



Property Address: 32360 Road 132, Visalia, CA 93292

36

Date: January 24, 2018

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**
A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials EE Md
RPA-CA REVISED 12/15 (PAGE 5 OF 10)

Seller's Initials (EL) (_____)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)



Property Address: 32360 Road 132, Visalia, CA 93292

Date: January 24, 2018

- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
 - A. **SELLER HAS: 7 (or ___) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
 - B. (1) **BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ___) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
 - C. **REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.**
 - D. **SELLER RIGHT TO CANCEL:**
 - (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ___) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
 - F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ___) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
 - H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials ()
RPA-CA REVISED 12/15 (PAGE 6 OF 10)

Seller's Initials () ()



Property Address: 32360 Road 132, Visalia, CA 93292

Date: January 24, 2018

- 15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. **BROKERS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14H, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
 - B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials (RL)(M-L)
RPA-CA REVISED 12/15 (PAGE 7 OF 10)

Seller's Initials (W)() ()



Property Address: 32360 Road 132, Visalia, CA 93292

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials ECML

Seller's Initials PO / _____

22. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials ECML

Seller's Initials PO / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (EC) (ML)

Seller's Initials (PO) (_____)

(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. **TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

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

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

31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by 7pm AM / PM, on _____ (date)).

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

Date _____ BUYER
(Print name) _____ Lopez _____
Date _____ BUYER
(Print name) _____ Lopez _____

Additional Signature Addendum attached (C.A.R. Form A5A)

Seller's Initials (@) (_____)



Property Address: 32360 Road 132, Visalia, CA 93292 36 Date: January 24, 2018

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

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: 1-24-18

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

Date 1/24/18 SELLER [Signature]
(Print name) Mayer, Michele Ann

Date _____ SELLER _____
(Print name) _____

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

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) RE/MAX - VISALIA CalBRE Lic. # 01893830
 By [Signature] Myra Boykin CalBRE Lic. # 02007873 Date _____
 By _____ CalBRE Lic. # _____ Date _____
 Address _____ City VISALIA State CA Zip 93291
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) Modern Broker, Inc. CalBRE Lic. # 01898142
 By [Signature] Cindy J. Coray CalBRE Lic. # 01290049 Date 1-24-18
 By _____ CalBRE Lic. # _____ Date _____
 Address _____ City Visalia State CA Zip 93291
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

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

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____
 Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

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

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

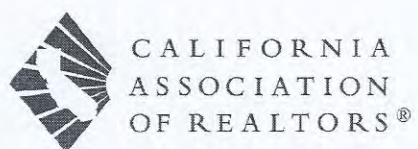
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525 South Virgil Avenue, Los Angeles, California 90020

Buyer Acknowledges that page 10 is part of this Agreement ([Signature]) Buyer's Initials

Reviewed by _____
Broker or Designee





SELLER MULTIPLE COUNTER OFFER No. 1 (C.A.R. Form SMCO, Revised 12/15)

Date 01/24/2018

This is a counter offer to the: [X] Purchase Agreement, [] Other dated 01/24/2018, on property known as 32360 Road 132, Visalia, CA 93292 between [redacted] Lopez and [redacted] Lopez and Michele Mayer

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following: A. Paragraphs in the Offer that require initials by all parties... B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted... C. OTHER TERMS: 1. RPA Terms subject to Bankruptcy Court approval. 2. Date of close of escrow subject to Bankruptcy Court approval. 3. Length of escrow to be minimum of 60 days. 4. Purchase price to be \$325,000.00. 5. Seller is not required to remove debris and personal property at close of escrow. 6. Escrow to be with Debi Lane at Stewart Title

D. The following attached addenda are incorporated into this Multiple Counter Offer: [] Addendum No. []

2. BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures.

3. EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by [] AM [] PM on [] (Date)), (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or [] who is authorized to receive it;

4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received prior to Seller selection of this Multiple Counter Offer.

5. SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Michele Mayer Date 1/24/18

6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by [] AM [] PM on [] (Date) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or [] who is authorized to receive it.

7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER # []) and [] acknowledges receipt of a Copy. [redacted] Lopez Date 01-25-2018 11:46 AM PST [] AM [] PM [redacted] Lopez Date 01-25-2018 11:46 AM PST [] AM [] PM

8. SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7. Michele Mayer Date 01-28-2018 9:39 AM PST [] AM [] PM

([] / []) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date) [] at [] AM [] PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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Reviewed by [] Date []



Exhibit "C"

American Land Title Association

ALTA Settlement Statement - Seller
Adopted 05-01-2015

File No./Escrow No.: 167179
Print Date & Time: 2/12/2018 11:09:35 AM
Officer/Escrow Officer: Debra Lane

Stewart Title of California, Inc.
3710 West Mineral King
Visalia, CA 93291

Property Address: 32360 ROAD 132
VISALIA, CA 93292 (TULARE)
(079-040-016)

Seller: MICHELE ANN MAYER

Settlement Date: 2/28/2018

Description	Seller		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property			\$325,000.00
Payoffs			
Payoff of First Mortgage Loan		\$220,000.00	
Commissions			
Real Estate Commission to Modern Broker, Inc		\$8,125.00	
Real Estate Commission to RE/MAX All Estates Realtors		\$8,125.00	
Title Charges			
Title - Lender's Title Insurance to Stewart Title of California, Inc.			
Title - Owner's Title Insurance to Stewart Title of California, Inc.		\$1,150.00	
Title - Settlement or closing fee to Stewart Title of California, Inc.		\$780.00	
Title - Document preparation to Stewart Title of California, Inc.		\$50.00	
Title - Notary fees to Stewart Title of California, Inc.		\$30.00	
Title - Courier Fee to Stewart Title of California, Inc.		\$20.00	
Title - Wire Processing Fee to Stewart Title of California, Inc.		\$34.00	
Government Recording and Transfer Charges			
County Deed Tax/Stamps to Stewart Title of California, Inc.		\$357.50	
Record Order to Stewart Title of California, Inc. \$260.00		\$260.00	
Additional Settlement Charges			
Home Warranty to First American Home Buyers		\$475.00	
Natural Hazard Disclosure to Property ID		\$79.00	
2nd installment Property Tax Due to Tulare County Tax Collector		\$1,769.48	
	P.O.C.	Debit	Credit
Subtotals	\$0.00	\$241,254.98	\$325,000.00
Due To Seller		\$83,745.02	
Totals	\$0.00	\$325,000.00	\$325,000.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be report on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

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 Stewart Title of California, Inc. to cause the funds to be disbursed in accordance with this statement.

SELLER(S)

MICHELE ANN MAYER

SETTLEMENT COORDINATOR

Debra Lane

Exhibit "D"

Fill in this information to identify the case

Debtor 1 : Michele Ann Mayer

Debtor 2 : _____

(Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of: California

Case number: 16-07171-LA11

Official Form 410

4/16

Proof of Claim

Read the instructions before filling out this form. Use this form to make a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Deutsche Bank National Trust Company, As Trustee for WAMU Mortgage Pass-Through Certificates Series 2005-AR8
Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No. Yes. From Whom? _____

3. Where should notices and payments to the Creditor be sent?
Federal Rule of Bankruptcy Procedure

Where should notices to the creditor be	Where should payments to the creditor be sent? (if different)
<u>Chase Records Center</u> <small>Name</small>	<u>JPMorgan Chase Bank, N.A.</u> <small>Name</small>
<u>Attn: Correspondence Mail</u> <u>Mail Code LA4-5555</u>	<u>Mail Code: OH4-7142</u>
<u>700 Kansas Lane</u> <small>Number Street</small>	<u>3415 Vision Drive</u> <small>Number Street</small>
<u>Monroe LA 71203</u> <small>City State Zip Code</small>	<u>Columbus OH 43219</u> <small>City State Zip Code</small>
Contact phone <u>1-866-243-5851</u>	Contact phone <u>1-866-243-5851</u>
Contact email _____	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. Does this claim amend one already filed? No. Yes. Claim number on court claims registry (if known) _____ Filed On _____ mm / dd / yy

5. Do you know if anyone else has filed a proof of claim for this claim? No. Yes. Who made the earlier filing? _____

Debtor Name Michele Ann Mayer

Case Number (if known) 16-07171-LA11

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6	Do you have any number you use to identify the debtor	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes.	Last 4 digits of the debtor's account or any number you use to identify the debtor <u>3001</u>
7.	How much is the claim? \$ <u>208,401.77</u>	Does this amount include interest or other charges? <input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, Attach statement itemizing interest, fees, expenses, or other Charges required by Bankruptcy Rule 3001(C)(2)(A)	
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. <u>Money Loaned</u>	
9.	Is all or part of the claim secured?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes.	The claim is secured by a lien on property. Nature of property <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Recorded Security Instrument</u> <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small> Value of Property: \$ _____ Amount of the claim that is secured: \$ <u>208,401.77</u> Amount of the claim that is unsecured \$ _____ (The sum of secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ - Amount Interest Rate (When case was filed): <u>3.12300%</u> <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes.	Amount necessary to cure any default as of the date of the petition. \$ -
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes.	Identify the property: _____

Debtor Name: Michele Ann Meyer Case Number (if known): 16-07171-LA11

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)(4)? No Yes. Check that all apply.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$
<input type="checkbox"/> Taxes or penalties owed to governmental units.	\$
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$

* Amounts are subject to adjustment on 4/1/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 2: Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate boxes:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 2/27/2017
MM/DD/YYYY

Ciarra L. Davis
Signature

Print the name of the person who is completing and signing this claim:

Name	Ciarra	L.	Davis
	First Name	Middle Name	Last Name
Title	Vice President		
Company	JPMorgan Chase Bank, National Association		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	700 Kansas Lane		
	Number	Street	
	Monroe,	LA	71203
	City	State	Zip Code
Contact Phone	(866) 243-5851	Email	

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re Michele Ann Mayer,

Case No. 16-07171-LA11

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Deutsche Bank National Trust Company,
as trustee, on behalf of the holders of the
WaMu Mortgage Pass-Through
Certificates, Series 2005-AR8

Name of Transferee

Deutsche Bank National Trust
Company, as Trustee for WAMU
Mortgage Pass-Through Certificates
Series 2005-AR8

Name of Transferor

Name and Address where notices to transferee
should be sent:

Select Portfolio Servicing, Inc.
P.O. Box 65250 (Mailroom)
Salt Lake City, UT 84165-0250

Court Claim # (if known): 16-1
Amount of Claim: \$208,401.77
Date Claim Filed: 2/27/2017

Phone: 800-258-8602
Last Four Digits of Acct #: 1247

Phone: 866-243-5851
Last Four Digits of Acct. #: 3001

Name and Address where transferee payments
should be sent (if different from above):

Select Portfolio Servicing, Inc.
Attn: Remittance Processing
P.O. Box 65450
Salt Lake City, UT 84165-0450

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Kelly M. Raftery, Esq.
Transferee/Transferee's Agent

Date: 4/25/2017

36
CERTIFICATE OF SERVICE

On 4/27/2017, I served the foregoing on the following individuals by electronic means through the Court's ECF program

TRUSTEE

United States Trustee
ustp.region15@usdoj.gov

DEBTOR(S) COUNSEL

Andrew A. Moher
amoher@moherlaw.com

TRUSTEE COUNSEL

David A Ortiz
david.a.ortiz@usdoj.gov

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Bogdan Radulescu

Bogdan Radulescu

On 4/26/2017, I served the foregoing on the following individuals by depositing true copies thereof in the United States mail at San Diego, California, enclosed in a sealed envelope, with postage paid, addressed as follows:

DEBTOR

Michele Ann Mayer, 8662 Winter Garden Blvd, Lakeside, CA 92040

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 4/26/2017

/s/ Christian Aguilar

Christian Aguilar



PAYOFF STATEMENT

Date: February 12, 2018
Requested By:

Account Number: [REDACTED] 47
Payment Due Date: December 01, 2016

**This Statement expires on:
February 22, 2018**

MICHELE ANN MAYER
8662 WINTER GARDEN UNIT-9
LAKESIDE, CA 92040

Customer Name/Property Address:

MICHELE ANN MAYER

32360 RD 132
VISALIA, CA 93292

**THE FOLLOWING AMOUNTS ARE SUBJECT TO FINAL VERIFICATION
BASED ON THE RECEIPT OF FUNDS**

ITEMIZATION

Unpaid Principal Balance	\$	207,974.81
Interest Calculated to February 22, 2018	\$	9,000.63

Total Amounts Due Under your Note and Mortgage	\$	216,975.44
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Per Diem (Daily Interest)	\$	20.56
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TOTAL AMOUNT DUE	\$	216,975.44
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