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**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

<p><b>In Re:</b></p> <p><b>WILLIAM ALVEAR and</b></p> <p><b>ELIZABETH ALVEAR</b></p> <p style="text-align: center;"><b>Debtor(s).</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>Case No. 12-13444-MKN</b></p> <p><b>Chapter 11</b></p> <p><b>Hearing Date: January 10, 2018</b></p> <p><b>Hearing Time: 9:30 a.m.</b></p>
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**DEBTORS' MOTION TO APPROVE SALE OF REAL PROPERTY**

COME NOW, Debtors, William and Elizabeth Alvear, by and through counsel, Ryan Hamilton, Esq., of Hamilton Law, and move this Court pursuant to 11 U.S.C. §363 and Bankruptcy Rule 9014 for an Order Permitting Debtors to sell certain real property. In support of this motion Debtors state:

1. Debtors filed the instant Chapter 11, Case Number 12-13444 on March 24, 2012.
2. At the time of filing, Debtors owned a rental property at 624 Garden Place, Las Vegas, NV 89107 ("Subject Property").
3. At the time of filing, Debtors' ownership interest in the Subject Property was subject to a first mortgage lien by Bank of America, N.A. in the approximate amount of \$244,045.92. Bank of America, N.A. also held a junior lien against the Subject Property in the approximate amount of \$24,451.74.



1 The Creditor's unsecured claim would continue to be paid *pro rata* pursuant to the terms of  
2 Debtors' confirmed plan of reorganization.

3 Wherefore, Debtors hereby requests this Court:

- 4 1. Grant Debtors' Motion to Approve Sale of Subject Property, and  
5 2. For such other relief as the Court deems appropriate.

6 Dated: December 12, 2017

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8  
9 /s/ Ryan Hamilton  
10 Ryan A. Hamilton  
11 Attorney for Debtor(s)  
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**RESIDENTIAL PURCHASE AGREEMENT**

(Joint Escrow Instructions)

Date: 11/13/17

JOSE AUSENCIO PEREZ-DANIEL And ESTELA GARCIA-MARTIN ("Buyer"), hereby offers to purchase 624 GARDEN PLACE ("Property"), within the city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada, Zip 89107, A.P.N. # 138-31-311-042 for the purchase price of \$ 180,000.00 (One Hundred Eighty Thousand dollars) ("Purchase Price") on the terms and conditions contained herein: BUYER  does -OR-  does not intend to occupy the Property as a residence.

**Buyer's Offer**

**1. FINANCIAL TERMS & CONDITIONS:**

\$ 1,000.00 **A. EARNEST MONEY DEPOSIT ("EMD")** is  presented with this offer -OR-  Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or        business days if wired to:  Escrow Holder,  Buyer's Broker's Trust Account, -OR-  Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$        **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date)       . The additional deposit  will -OR-  will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 144,000 **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**  Conventional,  FHA,  VA,  Other (specify)       .

\$        **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**  Conventional,  FHA,  VA,  Other (specify)       . Interest:  Fixed rate,        years -OR-  Adjustable Rate,        years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$        **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM"** which is attached hereto.

\$ 35,000 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 180,000.00 **G. TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

**2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

**A. NEW LOAN APPLICATION:** Within 2 business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN  
Property Address: 624 GARDEN PLACE

BUYER(S) INITIALS: JAPD EGM  
SELLER(S) INITIALS: ea

1 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the  
2 escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions  
3 outlined in this Agreement.

4  
5 **B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property  
6 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written  
7 notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice  
8 of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of  
9 the Appraisal) no later than 15 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the  
10 Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in  
11 writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

12  
13 **C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the  
14 loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in  
15 writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 10 calendar  
16 days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written  
17 authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan  
18 Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

19  
20 **D. CASH PURCHASE:** Within NA business days of Acceptance, Buyer agrees to provide written evidence  
21 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the  
22 written evidence within the above period, Seller reserves the right to terminate this Agreement.

23  
24 **3. SALE OF OTHER PROPERTY:** This Agreement  is not ~~OR~~  is contingent upon the sale (and closing) of  
25 another property which address is NA  
26 Said Property  is  is not currently listed ~~OR~~  is presently in escrow with \_\_\_\_\_  
27 Escrow Number: N/A Proposed Closing Date: \_\_\_\_\_  
28

29 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
30 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
31 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
32 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer  
33 written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale  
34 and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the  
35 waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and  
36 Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

37  
38 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
39 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,  
40 all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical,  
41 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power  
42 system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings,  
43 attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air  
44 coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping,  
45 trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

46  
47 The following additional items of personal property: \_\_\_\_\_  
48

49 **5. ESCROW:**

50  
51 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow  
52 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement  
53 ("Opening of Escrow"), at FIDELITY NATIONAL TITLE title or escrow company ("Escrow Company" or  
54 "ESCROW HOLDER") with ISABEL OROZCO ("Escrow Officer") (or such other escrow officer as  
55 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted  
56 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

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otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN

BUYER(S) INITIALS: JAPD, EGM

Property Address: 624 GARDEN PLACE

SELLER(S) INITIALS: EA

1 the Escrow Number.

2  
3 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of  
4 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

5  
6 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:  
7 11/30/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business  
8 day.

9  
10 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW  
11 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction  
12 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this  
13 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

14  
15 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and  
16 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase  
17 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate  
18 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

19  
20 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is X is not \_\_\_\_\_ conditioned on the Buyer's Due Diligence as  
21 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,  
22 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as  
23 defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.  
24 **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's**  
25 **investigations and through the close of escrow.**

26  
27 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such  
28 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,  
29 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise  
30 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or  
31 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other  
32 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/  
33 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,  
34 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors  
35 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.  
36 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at  
37 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not  
38 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross  
39 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to  
40 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;  
41 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire  
42 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor  
43 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection  
44 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and  
45 telephone number of the inspector.

46  
47 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole  
48 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence  
49 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,  
50 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of  
51 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in  
52 writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

53  
54 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential  
55 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as  
56 provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

57 JAPD Buyer's Initials EGM Buyer's Initials

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN

BUYER(S) INITIALS: JAPD EGM

Property Address: 624 GARDEN PLACE

SELLER(S) INITIALS: EG

**D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	Waived	Fungal Contaminant Inspection	Waived	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Waived	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	N/A	Wood-Burning Device/Chimney Inspection	Waived
Roof Inspection	Waived	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	N/A
Survey (type):	N/A	Other:		Other:	

**E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

**F. BUYER'S REQUEST FOR REPAIRS:** It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

**G. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

**A. TITLE, ESCROW & APPRAISAL FEES:**

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer	Other:	

**B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

**C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

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Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN  
 Property Address: 624 GARDEN PLACE

BUYER(S) INITIALS: JAP EGM  
 SELLER(S) INITIALS: [Signature]

exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

**D. LENDER AND CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute \$ 2,500.00 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees  including ~~OR~~  excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

**E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer  waives ~~OR~~  requires a Home Protection Plan with \_\_\_\_\_  Seller ~~OR~~  Buyer will pay for the Home Protection Plan at a price not to exceed \$ \_\_\_\_\_. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

**9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

**10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

**A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other: _____					

**11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- Seller Real Property Disclosure Form: (NRS 113.130)  Open Range Disclosure: (NRS 113.065)
- Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- Other: (list) \_\_\_\_\_

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN  
 Property Address: 624 GARDEN PLACE

BUYER(S) INITIALS: JAPD, EGM  
 SELLER(S) INITIALS: EW



12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

14. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than  COE ~~OR~~  \_\_\_\_\_. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

15. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. **DEFAULT:**

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: JAPD, EGM SELLER(S) INITIALS: \_\_\_\_\_

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN

BUYER(S) INITIALS: JAPD, EGM

Property Address: 524 GARDEN PLACE

SELLER(S) INITIALS: \_\_\_\_\_

**Instructions to Escrow**

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

**Brokers**

21. **BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer  will -OR-  will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.**

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

**Other Matters**

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN  
Property Address: 624 GARDEN PLACE

BUYER(S) INITIALS: JAP, EGM  
SELLER(S) INITIALS: [Signature]

1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a  
 2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.  
 3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.  
 4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents  
 5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar  
 6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common  
 7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-  
 8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means  
 9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of  
 10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material  
 11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by  
 12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price  
 13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will  
 14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association  
 15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance  
 16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.  
 17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as  
 18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.  
 19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in  
 20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal  
 21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means  
 22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.  
 23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is  
 24 the United States Code. "VA" is the Veterans Administration.

25  
 26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

27  
 28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each  
 29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be  
 30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

31  
 32 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this  
 33 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the  
 34 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read  
 35 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be  
 36 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to  
 37 Escrow in the same manner.

38  
 39 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party  
 40 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost  
 41 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

42  
 43 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement  
 44 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This  
 45 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and  
 46 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties  
 47 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this  
 48 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of  
 49 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing  
 50 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by  
 51 such prevailing party.

52  
 53  
 54 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review  
 55 the terms of this Agreement.  
 56  
 57

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN  
 Property Address: 624 GARDEN PLACE

BUYER(S) INITIALS: JAPD, EGM  
 SELLER(S) INITIALS: [Signature]

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. ADDENDUM(S) ATTACHED: \_\_\_\_\_

28. ADDITIONAL TERMS: \_\_\_\_\_

**Buyer's Acknowledgement of Offer**

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>SHERMAN LIU</u>	Agent's Name: <u>Veronica Macedo</u>
Company Name: <u>City Villa Realty &amp; Management</u>	Agent's License Number: <u>200651</u>
Broker's License Number: <u>1000827</u>	Office Address: <u>4990 S Rainbow #120</u>
Phone: <u>702-810-8429</u>	City, State, Zip: <u>Las Vegas NV 89118</u>
Fax: _____	Email: <u>REALTORVERO@HOTMAIL.COM</u>

**BUYER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: X DOES NOT have an interest in a principal to the transaction. -OR- DOES have the following interest, direct or indirect, in this transaction:  Principal (Buyer) -OR-  family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) \_\_\_\_\_

Seller must respond by: 5.00  AM  PM on (month) November, (day) 15, (year) 2017. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

<u>Jose Perez-Daniel</u> Buyer's Signature	<u>JOSE AUSENCIO PEREZ-DANIEL</u> Buyer's Printed Name	<u>11/13/2017</u> Date	<u>1:00</u> Time	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<u>Estela Martin</u> Buyer's Signature	<u>ESTELA GARCIA-MARTIN</u> Buyer's Printed Name	<u>11/13/2017</u> Date	<u>1:00</u> Time	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN BUYER(S) INITIALS: JAPD/EGM  
 Property Address: 624 GARDEN PLACE SELLER(S) INITIALS: EA

**Seller's Response**

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: <u>CYNTHIA D LUJAN</u>	Agent's Name: <u>IDA SALTZER</u>
Company Name: <u>NATIONWIDE REALTY LLC</u>	Agent's License Number: _____
Broker's License Number: _____	Office Address: <u>2780 S JONES STE 220</u>
Phone: <u>702-440-4663</u>	City, State, Zip: <u>LAS VEGAS NV 89146</u>
Fax: _____	Email: <u>saltzeid@yahoo.com</u>

**SELLER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

**DOES NOT** have an interest in a principal to the transaction. **-OR-**  
 **DOES** have the following interest, direct or indirect, in this transaction:  Principal (Seller) **-OR-**  family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

**FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she  is not **-OR-**  is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** \_\_\_\_\_

**ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

**COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

**REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

<u><i>Cynthia Lujan</i></u>	<u>ESTELA GARCIA-MARTIN</u>	<u>11/27/17</u>	<u>9:00</u>	<input checked="" type="checkbox"/> AM	<input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

_____	_____	_____	_____	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: <u>JOSE AUGENCIO PEREZ-DANIEL</u>	<u>ESTELA GARCIA-MARTIN</u>	BUYER(S) INITIALS: _____
Property Address: <u>624 GARDEN PLACE</u>		SELLER(S) INITIALS: <u><i>EL</i></u>





COUNTER OFFER

NO. 2

ATTENTION: IDA SALAZAR (Agent) COMPANY: NATIONWIDE REALTY LLC (Name)

The  Offer  Counter Offer made by:  Seller  Buyer ELIZABETH ALVEAR (Name)

to  Buy  Sell the real property commonly known as: 624 GARDEN PLACE LAS VEGAS  
dated: November 13th, 2017 is not accepted in its present form, but the following Counter Offer

is hereby submitted:  
SELLER CONTRIBUTE TO THE BUYERS CLOSING COST 2% OF THE SALES PRICE  
(\$3,600.00).

ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached        page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 1

EXPIRATION:  Buyer  Seller must respond by: 5:00  AM  PM on (month) November, (day) 22nd, (year) 2017. Unless this Counter Offer is accepted by execution below and delivered to the  Buyer's  Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.

Date: 11/21/2017 Jose Perez-Daniel  
 Buyer  Seller Signature

Time: 10:00 AM Estela Martin  
 Buyer  Seller Signature

The undersigned  Buyer  Seller hereby:  
\_\_\_\_\_ accepts the Counter Offer;  
\_\_\_\_\_ accepts the terms of this Counter Offer subject to the attached Counter Offer No. \_\_\_\_\_ ; or  
\_\_\_\_\_ rejects the Counter Offer.

Date: 11/28/17 Elizabeth Alvear  
 Buyer  Seller Signature

Time: \_\_\_\_\_  
 Buyer  Seller Signature