Ryan A. Hamilton, Esq. Nevada Bar No. 11587 **HAMILTON LAW** 2 5125 S. Durango, Suite C Las Vegas, NV 89113 3 Phone: (702) 818-1818 Fax: (702) 974-1139 4 Ryan@hamlegal.com Attorney for Debtor(s) 5 6 7 8

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DISTRICT OF NEVADA

In Re:)Case No. 12-13444-MKN)Chapter 11			
WILLIAM ALVEAR and)) Hearing Date: January 10, 2018			
ELIZABETH ALVEAR) Hearing Time: 9:30 a.m.			
)			
Debtor(s).	;			
)			

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.
- 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.

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- On July 1, 2014, the Court entered an Order confirming Debtors' Plan of Reorganization (Dkt No. 232). Pursuant to the Reorganization, Bank of America, N.A.'s claims were bifurcated as follows: i) secured claim - \$50,000.00; ii) unsecured claims - \$218,497.66.
- Debtors have agreed to a sale of the Subject Property for a total amount of \$180,000.00. A copy of the Residential Purchase Agreement and Addendums are attached hereto as "Exhibit 1."
- 6. The proposed sale of the Subject Property will benefit the Bankruptcy Estate as it will satisfy the claim of Secured Creditor, Bank of America, N.A. The Creditor's unsecured claim would continue to be paid *pro rata* pursuant to the terms of Debtors' confirmed plan of reorganization.

POINTS AND AUTHORITIES

11 U.S.C. §363(b)(1) reads as follows:

The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.

11 U.S.C. §363(d) and (e) reads as follows:

- (d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.
- (e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or property to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.

The proposed sale would be a benefit to both Debtors and the Bankruptcy Estate. The sale would allow Debtors to satisfy their debt in full to Secured Creditor, Bank of America, N.A.

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The Creditor's unsecured claim would continue to be paid pro rata pursuant to the terms of Debtors' confirmed plan of reorganization. Wherefore, Debtors hereby requests this Court: 1. Grant Debtors' Motion to Approve Sale of Subject Property, and 2. For such other relief as the Court deems appropriate. Dated: December 12, 2017 /s/ Ryan Hamilton Ryan A. Hamilton Attorney for Debtor(s)





RESIDENTIAL PURCHASE AGREEMENT							
	(Joint Escrow Instructions)	antique qualitatica de la companya de la companya que esta de la companya del companya de la companya de la companya del companya de la companya del la companya de la comp					
	,	Date:11/13/17					
624 GARDI city or unincorp Zip 891	ENCIO PEREZ-DANIEL AND ESTELA GARCIA-MARTIN EN PLACE orated area of LAS VEGAS , County of 07 , A.P.N. # 138-31-311-042 for the purchase price One Hundred Eighty Thousand dollars) ("Purchase BUYER to does -OR- Edoes not intend to occupy the Property as a	("Buyer"), hereby offers to purchase ("Property"), within the CLARK State of Nevada, of \$ 180,000.00 hase Price") on the terms and conditions residence.					
Buyer's O	ffer						
1. FINAN \$ 1.000.00	A. EARNEST MONEY DEPOSIT ("EMD") is presented with this upo deposited within one (1) business day from acceptance of offer (as business days if wired to: Escrow Holder, Buyer's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable fine—to write a check for which there are insufficient funds. NRS 193.130(2)	on Acceptance, Earnest Money to be defined in Section 23 herein) or ust Account, −OR− □ Seller's Broker's					
\$	B. ADDITIONAL DEPOSIT to be placed in escrow on or before additional deposit □ will −OR−□ will not be considered part of the Edeposit should be set forth in Section 28 herein.)	re (date) The EMD. (Any conditions on the additional					
\$ 144,000	C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUA Conventional, FHA, Other (specify)	LIFYING FOR A <u>NEW LOAN</u> :					
\$	D. THIS AGREEMENT IS CONTINGENT UPON BUYER FOLLOWING EXISTING LOAN(S): ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) Interest: ☐ Fixed rate,	years Seller further agrees to					
\$	E. BUYER TO EXECUTE A <u>PROMISSORY NOTE SECURED</u> IN"FINANCING ADDENDUM" which is attached hereto.	BY DEED OF TRUST PER TERMS					
\$ 35,000	F. BALANCE OF PURCHASE PRICE (Balance of Down Payme Close of Escrow ("COE").	ent) in Good Funds to be paid prior to					
\$ 180,000.00	G. TOTAL PURCHASE PRICE. (This price DOES NOT include and costs associated with the purchase of the Property as defined herei	closing costs, prorations, or other fees n.)					
2. ADDIT	IONAL FINANCIAL TERMS & CONTINGENCIES:						
A. completed loan a factual credit re	NEW LOAN APPLICATION: Within 2 business days of Accapplication to a lender of Buyer's choice and (2) furnish a preapproval port and review of debt to income ratios. If Buyer fails to complete	Letter to Seller based upon a standard					
Each party acknow otherwise modified	ledges that he/she has read, understood, and agrees to each and every provision by addendum or counteroffer.	of this page unless a particular paragraph is					
*	E AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN 624 GARDEN PLACE	BUYER(S) INITIALS: <u>JAPD EG</u> M SELLER(S) INITIALS: <u>4</u> 4					
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Instanet

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applicable time frame, Seller reserves the right to terminate this Agreem	nout to auch avoue hath made
escrow and return FMD to Ruyer Ruyer shell mea Ruyer's heat offered	to alteria formation and the design of the
escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts outlined in this Agreement.	to obtain mancing under the terms and conditions
womman on the fill the thought	
B. APPRAISAL CONTINGENCY: Suver's obligation to	anyon the successive to
	purchase the property is contingent upon the property
appraising for not less than the Purchase Price. If after the completion of an a	ppraisal by a licensed appraiser, Buyer receives written
notice from the lender or the appraiser that the Property has appra	used for less than the purchase price (a "Notice
of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA the Appraised of th	by providing written notice to the Seller (with a copy of
the Appraisal) no later than 15 calendar days after Acceptance of the	ne RPA; whereupon the EMD shall be released to the
Buyer without the requirement of written authorization from Sciler. IF this Rewriting on an hadora the Appropriate Deadling Buyer had been at the Appropriate Deadling Buyer had been at the Appropriate Deadling Buyer had been at the second of the Appropriate Deadling Buyer had been at the second of the Appropriate Deadling Buyer had been at the second of the second	esidential Purchase Agreement is not cancelled, in
writing on or before the Appraisal Deadline, Buyer shall be deemed to	have waived the appraisal contingency.
C. LOAN CONTINGENCY: Buyer's obligation to purchase	
	the property is contingent upon Buyer obtaining the
oan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in	writing. Buyer shall remove the loan contingency in
writing, attempt to renegotiate, or cancel the RPA by providing written not	ace to the Seller no later than 10 calendar
days after Acceptance of the RPA; whereupon the EMD shall be released to a	the Buyer without the requirement of written
authorization from Seller. IF this Residential Purchase Agreement is not	cancelled, in writing on or before the Loan
Contingency Deadline, Buyer shall be deemed to have waived the loan	contingency.
O CAQUIDIDATIAGE, While we become to a	Donat Daniel Dan
D. CASH PURCHASE: Within NA business days of A	cceptance, Buyer agrees to provide written evidence
from a bona fide financial institution of sufficient cash available to cor	mpiete this purchase. If Buyer does not submit the
written evidence within the above period, Seller reserves the right to termin	nate this Agreement.
7 CHEAFATHER BEARINGS MILL	
3. SALE OF OTHER PROPERTY: This Agreement & is not -Ol	K-U is contingent upon the sale (and closing) of
another property which address is NA	5.1
Said Property [] is [] is not currently listed -OR-[] is presently in escrow Escrow Number:N/A Proposed Closing Date:	With
iscrow Number: N/A Proposed Closing Date:	· · · · · · · · · · · · · · · · · · ·
	*44
When Buyer has accepted an offer on the sale of this other property, Buye	
Seller. If Buyer's escrow on this other property is terminated, abandon	
terminate without further notice unless the parties agree otherwise in writi-	
third party prior to Buyer's delivery of notice of acceptance of an offer on	
written notice of that fact. Within three (3) calendar days of receipt of the	
and closing of Buyer's other property, or this Agreement will terminate	
waiver of contingency must be accompanied by reasonable evidence that	
Buyer's ability to obtain financing is not contingent upon the sale and/or cl	lose of any other property.
4. FIXTURES AND PERSONAL PROPERTY: The following its	
the Property with no real value unless stated otherwise herein. Unless an it	
all items are transferred in an "AS IS" condition. All EXISTING fixtures	
mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fir	
system(s), built-in appliance(s) including ranges/ovens, window and d	oor screens, awnings, shutters, window coverings,
attached floor covering(s), television antenna(s), satellite dish(e	
coolers/conditioner(s), pool/spa equipment, garage door opener(s)/rea	
trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);	,
COL 0.17 1	
The following additional items of personal property:	
5. ESCROW:	
A CHECKISM OF BUCHOSE, The Cold	Durantes what he amount of the 4. 75
A. OPENING OF ESCROW: The purchase of the	
("Escrow"). Opening of Escrow shall take place by the end of one (1)	
("Opening of Escrow"), at FIDELITY NATIONAL TITLE	une or escrow company ("Escrow Company" or
"ESCROW HOLDER") with ISABEL OROZCO	("Escrow Officer") (or such other escrow officer as
Escrow Company may assign). Opening of Escrow shall occur upon Agreement. ESCROW HOLDER is instructed to notify the Parties (through	Escrow Company's receipt of this fully accepted igh their respective Agents) of the opening date and
Each party acknowledges that he/she has read, understood, and agrees to each and otherwise modified by addendum or counteroffer.	
Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MART	BUYER(S) INITIALS: APO, EGIY SELLER(S) INITIALS: EA
Property Address: 624 GARDEN PLACE	SELLERISLIMITIALS EMA
TO THE PARTY OF TH	LARJEAN LONG 1471.117.147. Com Tong

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the Escrow Number.

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

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

- D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.
- 6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).
- 7. BUYER'S DUE DILIGENCE: Buyer's obligation is _____ conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have _____ 10 ___ calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.
- PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source: and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.
- B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

					RESOLVE								
Purchase Agreen	ent or fails	to res	olve in writ	ing w	vith Seller an	y objection	s Buyer ha	s arising	fron	Bu	yer's D	ue L	Diligence, as
provided in Section 1/2	on 7. Buver	shall	be deemed	to h	ave waived (he Due Dil	igence Co	ndition.					
1/2	$\Omega \alpha$,	Descripto Indi	iale	12/20	Baya:	e i sisiala						

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page	e uniess a particular paragraph is
otherwise modified by addendum or counteroffer.	سو بادر المدر يعربها في

Buyer's Name: 170SE AUSENCIO PEREZ-DANIEL ESTELA GARCIA-MARTIN

BUYER(S) INITIALS: 170 CC

Property Address: 624 GARDEN PLACE

SELLER(S) INITIALS: 170 CC

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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 COB. 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	Туре	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.
- 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.
- 8. 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:

A. iiili	A BUSALENIA PI	ASSESSED THE THE PROPERTY OF THE PARTY.	-		D-3.1 D-
Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees		Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer	Seller	Appraisal	Buyer	Other:	
Tav		i		A PROPERTY OF THE PARTY OF THE	1

- 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

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

Buyer's Name: 105	SE AUS	ENCIO PE	REZ-DANTEL	ESTELA	GARCIA-MARTIN	B
Property Address:_	624	GARDEN				SE

BUYER(S) INITIALS: 1990 EGM SELLER(S) INITIALS:

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notice to Seller and Escrow Officer, ontiting Bayer to a refund of the EMD or (b) cloud to accept title to the Property or he in the 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 contour and the property of the property of the property of the contour states of the property	? noti } title }	no corror mine 173010AA (Afficer entition	bjection, Buyer shall have the	te option to: (a	terminate uns Agree	nicht by provi
5. 2,509.00 to Buyer's Lender's Foos and/or Buyer's Title and Escrow Foos 8 Including OR — excit costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FLA, VA, conventional) 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 I Protection Plans that provide coverage to Buyer after COE. Buyer is walves—OR—OR—Buyer will pey for the Home Protection Plan at a price not to exceed \$10.000 and the common of the coverage or deductibles of such plans. 9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller tender to Buyer marketable title to the Property free of all cheumbrances other than (1) current real property (2) covenants, conditions and restrictions (CC&R*s) and related restrictions, (2) zoning or master plan restrictions and rullifly essements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advise 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 (*CE Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4169 (collectively, the 'speckage'). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to I within one (1) business day of Seller's receipt thereof. • Pursuant to NRS 116.4169, Buyer may cancel this Agreement without penalty and midnight of the Bith calendar day following the date of vecelpt of the resale package. If Buyer elocks to cancel this Agreement put to this statute, beshe must deliver, vin hand delivery or propaid U.S. mail, a written notice of cancellation to Sel his authorized agent. • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement, Seller		exceptions approved or d	leemed accepted	g buyer to a rerund or the Er d are hereafter collectively n	viD or (b) elect eferred to as th	to accept title to the left of	Property as is. ons."
Protection Plans that provide coverage to Buyer after COE. Buyer & walves—OR— requires a Home Protection Plan Plan at a price not to exceed \$\frac{S}{2}\$. Buyer will order the Home Protection Plan Plan at a price not to exceed \$\frac{S}{2}\$. Buyer will order the Home Protection Plan. Neither Seller nor Brokers 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 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and putility essements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COB. Buyer is advise 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 ("C Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by MRS 116.4109 (collectively, the "package"). Seller shall request the resale package within two (2) business days of Acceptance and provided the seller shall request the resale package within two (2) business days of Acceptance and provided the acceptance and provided the seller and real acceptance and provided the acceptance and provided the seller and real acceptance and provided the acceptance and provided the seller acceptance and provided the seller acceptance and provided the acceptance and provided the seller acceptance and acceptance and provided the seller acceptance and acceptance and acceptance and provided the seller acceptance and acceptance and acceptance and acceptance and provided the seller acceptanc	cost	2,500.00 to	Buyer's Lende pursuant to loan	er's Fees and/or Buyer's Tit n program requirements. Di	le and Escrow fferent loan tvi	Fees Sincluding — es (e.g., FHA, VA, c	OR- [] exclusional)
Protection Plans that provide coverage to Buyer after COE. Buyer & walves—OR. □ requires at Home Protection Plan at a price not to exceed S			ROTECTION	PLAN: Buyer and Seller ac	knowledge the	at they have been mad	de aware of F
9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property (2) covenants, conditions and restrictions (CCeR's) and related restrictions, (3) zoning or master plant particulars and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advise 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 ("CSeller shall provide AT SELLER's EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to I 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 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement put to this statuc, be/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Sel his authorized agent. • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreemany be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section of the RPA. • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execut documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received with specified time period, the resule package will be deemed approved. Seller shall pay all ourstanding CIC fin penaltics at COE. A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SEL BUYER, 50/50, WAIVED or N/A.) Open Range Disclosure: (NRS 113.065) Construction Defect Claims Disclosure if Sel		tection Plans that provide	coverage to Bi	uyer after COE. Buyer 25 w □ Se	valves –OR– 🗆 :ller –OR– 🗎 l	l requires a Home Pr Buyer will pay for the	rotection Plan e Home Prote
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- 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:

- 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 :	paragri	iph i
otherwise modified by addendum or counteroffer.		ta prog.	

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

BUYER(S) INITIALS: JENEY COLVES

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Instructions to Escrow

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- 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.
- 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

- BROKER'S COMPENSATION/FEES: 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 Bayer and Buyer's Broker.
- 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

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) INITIALS JAD EGM

Buyer's Name: JOSE AUSENCIO PEREZ-DANIEL GARDEN PLACE

ESTELA GARCIA-MARTIN

SELLER(S) INITIALS:

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Rev. 05/16

Property Address:___

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Instanets : 3.5

developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a 1 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

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55 56 57 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a onetime non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®, "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statues as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration. SIGNATURES, DELIVERY, AND NOTICES: 24.

- This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.
- Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.
- IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
- OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement 26. shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

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 Property Address: 624 GARDEN PLACE

ESTELA GARCIA-MARTIN

SELLER(S) INITIALS:

Page 8 of 10

Rev. 05/16

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Buyer's Broker: SHERMAN LIU	Agent's Name:	Veronica Mac	18d0 661
Commony Moreon City Villa Realty & Mana	gement Agent's License Number: Office Address: 4990 S	ひゅうちゃれば 単12	0
Broker's License Number: 1000827 Phone: 702-810-8429	City Ctora Zing Las	Vegas	MA OSTTO
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This form presented by Veronica Macedo | City Villa Realty & Management | 702-REALTORVEROWHOTMAIL.COM

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This form presented by Veronica Macedo | City Villa Realty & Management | 702-228-7227 | REALTORVERO@HOTMAIL.COM

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DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is	Veronica Macedo
whose license number is 200661 The lice	nsee is acting for [client's name(s)] JOSE AUSENCIO PERRE-DANIEL
ESTELA GARCIA-MARTIN	who is/are the Seller/Landlord; R Buyer/Tenant.
Broker: The broker is SHERMAN LIU	, whose company is city villa Realty & Management
	tion? Tes No If yes, Supplemental form 525A is
required.	
ensee's Duties Owed to All Parties:	
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Lic

A Nevada real estate licensee shall:

- 1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- 2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- 3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
- 4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- 1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement:
- 2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- 4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- 5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction:
- 6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- 7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Each licensee shall not disclose, except to the real estate l				parties.
Licensee Acting for Both Parties:				
The Licensee				
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OR Buyer/Tenant: Jose Perez Denje!	Date: _	11/12/2017	Time:	1:00 PM
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estela garcia-martin				

Approved Nevada Real Estate Division Replaces all previous versions

Revised 11/7/16



COUNTER OFFER NO. ____2

ATTENTION:	IDA SALAZAR	COMPANY:	NATIONWIDE REALTY LLC
	(Wgent)		(Name)
The Offer K Co	unter Offer made by: 🗷 Selle	er Buyer	ELIZABETH ALVEAR
			(Name)
to Buy 🗷 Sell the	real property commonly kno)Wn as: 624 GARDEN PLA	CE LAS VEGAS
is hereby submitted:	: 13th, 2017 is not acc	epted in its present form,	but the following Counter Offer
	TE TO THE BUYERS CLO	SING COST 2% OF T	HE SALES PRICE
additional terms on the OTHER TERMS: All agreed to in Counter O	ne attached page(s). ! other terms to remain the safter(s) No	ame as original Residentia	complete without the additional of the additiona
(day) 22nd and delivered to the Lapse and be of no furth	, (year) 2017 Buyer's Seller's Broker of Service and effect.	. Unless this Counter Offer before the above date as	er is accepted by execution below nd time, this Counter Offer shall
Date: 11/21/201	JOSC ** Buyer ** Buyer ** Buyer	Deiez-Danier	Administrator at a major object object organization agreement in the contract of the contract
	[X] Buyer []	Seller	Signature
Time: 10:00 AM	Estela	Werun	
	▼ Buyer .		
accepts the Cor	ns of this Counter Offer subje		r Offer No; or
Date: 11/28/1	7 ECC Buyer S.	3 hote a	lver
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Pime:	Buyer	Seller	Ciarator
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Counter Offer Rev. 5/12		© 2012 Greater L	as Vegas Association of REALTORS®