

"AS IS" Residential Contract

For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY

THE FLORIDA REALTORS AND THE FLORIDA BAR

1*

PARTIES: BANK OF AMERICA NA; SHELLPOINT MORTGAGE
2* and JAY PARTEEK

3

agree that Seller shall sell and Buyer shall buy the following de
4 (collectively "Property") pursuant to the terms and conditions of t
5 Purchase and any riders and addenda ("Contract"):

6

1. PROPERTY DESCRIPTION:

7*

(a) Street address, city, zip: 28360 SW 163RD AVE MIAMI 33175

8*

(b) Property is located in: MIAMI-DADE County, Florida. Real

9*

(c) Real Property: The legal description is _____
10 Legal Description as Shown in Public Records

11

12 together with all existing improvements and fixtures, includ
13 attached wall-to-wall carpeting and flooring ("Real Property")
14 by other terms of this Contract.

15

(d) Personal Property: Unless excluded in Paragraph 1(e) or by
16 which are owned by Seller and existing on the Property as o
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), o
18 drapery rods and draperies, blinds, window treatments, sm
19 gate and other access devices, and storm shutters/panels ("P
20* Other Personal Property items included in this purchase are:
21

22

23 Personal Property is included in the Purchase Price, has no c
24

25

(e) The following items are excluded from the purchase:
26

PURCHASE PRICE AND

27*

2. PURCHASE PRICE (U.S. currency):

28

(a) Initial deposit to be held in escrow in the amount of (**checks** s

29*

The initial deposit made payable and delivered to "Escrow Ag
30 (CHECK ONE): (i) accompanies offer or (ii) is to be ma

blank then 3) days after Effective Date. IF NEITHER BOX IS

31 blank, three (3) days after Effective Date. If NEITHER box is
32* OPTION (ii) SHALL BE DEEMED SELECTED.

33* Escrow Agent Information: Name: _____ Independent
34* Address: _____ 2929 E. Commercial Blvd, Ste 605 Fort Lauderdale
Phone: 954.493.8288 E-mail: Jim@IndyTitleFTL.com

- 35* (b) Additional deposit to be delivered to Escrow Agent within _____
36* days after Effective Date
37 (All deposits paid or agreed to be paid, are collectively referred to as
38* "Deposits")
39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount")
40 (d) Other: _____
41* (e) Balance to close (not including Buyer's closing costs, prepaid expenses,
42 transfer or other **COLLECTED** funds)
43 **NOTE: For the definition of "COLLECTION" or "COLLECTED", see Paragraph 10.**

44 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFER:**

- 45* (a) If not signed by Buyer and Seller, and an executed
46 _____ 2 days _____, this offer shall be deemed withdrawn
47 to Buyer. Unless otherwise stated, time for acceptance of an offer begins
48 on the day the counter-offer is delivered.
49 (b) The effective date of this Contract shall be the date when the parties
50 initialed and delivered this offer or final counter-offer ("Effective Date").

51 **4. CLOSING DATE:** Unless modified by other provisions of this Contract,
52* and the closing documents required to be furnished by each party,
("Closing") on _____ or about 03/21/2017 ("Closing Date").

Buyer's Initials J P

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53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's account
55 to Consumer Financial Protection Bureau Closing Disclosure
56 then Closing Date shall be extended for such period necessary
57 period shall not exceed 10 days.

- 58 (b) If extreme weather or other condition or event constituting a force
majeure occurs, Closing Date shall be extended for such period necessary
to correct the condition or event.

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(3) if, due to weather or other condition or event, including disruption of utilities or other services essential for Closing insurance, to become unavailable prior to Closing, Closing shall be delayed until such time as such utilities and other services are restored. If restoration of such utilities and other services is not occurred within _____ (if left blank, then 14) days after the date of this Contract by delivering written notice to the other party, all obligations under this Contract shall be terminated, releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at the time of Closing, deliver the Property to Buyer free of tenants, occupants and future lessees. Seller shall remove all personal items and trash from the Property and cancel access devices and codes, as applicable, to Buyer. If occupancy continues beyond the date of Closing, Buyer shall assume all risks of loss to the Property from date of Closing until the date of occupancy, and shall be deemed to have accepted the Property at the time of taking occupancy.
- (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR**
subject to a lease(s) after Closing or is intended to be rented. The facts and terms thereof shall be disclosed in writing by Seller and delivered to Buyer, all within 5 days after Effective Date. If Buyer determines that the lease(s) or terms of occupancy are not acceptable, Buyer may give delivery of written notice of such election to Seller within 5 days after delivery of disclosure statement and Buyer shall be refunded the Deposit thereby releasing Buyer from this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided to Buyer. If the Property is intended to be occupied by Seller after Closing, see Rider U.

7. ASSIGNABILITY: (CHECK ONE):

Buyer may assign and transfer his/her interest in this Contract; may assign but not be released from liability under this Contract.

FINANCING

8. FINANCING:

- (a) Buyer will pay cash for the purchase of the Property at the time of Closing. Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price, Buyer acknowledges that any terms and conditions imposed by Buyer's lender will not affect or extend the Buyer's obligation to close or otherwise affect the closing date.
- (b) This Contract is contingent upon Buyer obtaining a written commitment for a loan.
- VA or other _____ (describe) loan on the following day after Effective Date ("Loan Commitment Date") for (**CHECK ONE**) a fixed rate or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), a term of _____ years (if left blank, then 30) years ("Financing").

then 30) years ("Financing").

98* Buyer shall make mortgage loan application for the Financing
99 Effective Date and use good faith and diligent effort to obtain a w
100 Commitment") and thereafter to close this Contract. Buyer shall
101 status of mortgage loan application and Loan Commitment and a
102 lender to disclose such status and progress to Seller and Broker.
103

104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide w
105 receive Loan Commitment by Loan Commitment Date, then there
106 **the earlier of:**

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- 107 (i.) Buyer's delivery of written notice to Seller that Buyer
108 to waive the financing contingency of this Contract; or
109 (ii.) 7 days prior to the Closing Date specified in Paragraph
110 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph
112 of this Contract, Buyer shall be refunded the Deposit therefrom
113 obligations under this Contract. If neither party has timely canceled
114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment
116 to close, the Deposit shall be paid to Seller unless failure to close is
117 conditions of the Loan Commitment have not been met (except
118 provisions of this Contract); (3) appraisal of the Property obtained
119 of the Loan Commitment; or (4) the loan is not funded due to final
120 the Deposit shall be returned to Buyer, thereby releasing Buyer
121 Contract.

- 122* (c) Assumption of existing mortgage (see rider for terms).
123

* (d) Purchase money note and mortgage to Seller (see riders: a

124
125 **CLOSING COSTS, FEES AND**

126 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WAR**

127 **(a) COSTS TO BE PAID BY SELLER:**

- 128 • Documentary stamp taxes and surtax on deed, if any
129 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
130* • Title search charges (if Paragraph 9(c) (iii) is checked)
131 • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)

132 If, prior to Closing, Seller is unable to meet the AS IS Maintenance
133 a sum equal to 125% of estimated costs to meet the AS IS
134 Closing. If actual costs to meet the AS IS Maintenance Req
135 pay such actual costs. Any unused portion of escrowed amou

136 **(b) COSTS TO BE PAID BY BUYER:**

- 137 • Taxes and recording fees on notes and mortgages
138 • Recording fees for deed and financing statements
139 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
140 • Survey (and elevation certification, if required)
141 • Lender's title policy and endorsements
142 • HOA/Condominium Association application/transfer fees
143* • Municipal lien search (if Paragraph 9(c) (ii) is checked)
143* • Other: _____

144* **(c) TITLE EVIDENCE AND INSURANCE:** At least 5 (if left
145 then 5) days prior to Closing Date ("Title Evidence Deadline")
146 Florida licensed title insurer, with legible copies of instrument
147 Commitment") and, after Closing, an owner's policy of title insuranc
148 obtained and delivered to Buyer. If Seller has an owner's policy
149 a copy shall be furnished to Buyer and Closing Agent within
150 policy premium, title search and closing services (collectively, "Title
151 set forth below. The title insurance premium charges for the
152 calculated and allocated in accordance with Florida law, but
153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

- 155* (i) Seller shall designate Closing Agent and pay for Owner's
156 premium for Buyer's lender's policy and charges for closing
157 endorsements and loan closing, which amounts shall be paid to provider(s) as Buyer may select; or
158 (ii) Buyer shall designate Closing Agent and pay for Owner's
159* services related to Buyer's lender's policy, endorsements and
160 (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]

161* policy of title insurance or other evidence of title and pay for

163 evidence, which is acceptable to Buyer's title insurance und
164 and (C) municipal lien search. Buyer shall obtain and pay
165 Buyer's owner's policy, and if applicable, Buyer's lender's p
166* than \$ _____ (if left blank, then \$200.00) for a
167 performed by Closing Agent.

168 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer ma
169 surveyed and certified by a registered Florida surveyor ("Su
170 Property, a copy shall be furnished to Buyer and Closing Age

171* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A
172* at a co

173 warranty plan provides for repair or replacement of many of
174 appliances in the event of breakdown due to normal wear and

175 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) t
176 ("public body" does not include a Condominium or Homeowne
177 ratified before Closing; and (ii) the amount of the public bod
178 improvement which is substantially complete as of Effective
179 imposed on the Property before Closing. Buyer shall pay all
180 be paid in installments (**CHECK ONE**):

181* (a) Seller shall pay installments due prior to Closing and
182 Installments prepaid or due for the year of Closing shall be pr

183* (b) Seller shall pay the assessment(s) in full prior to or at th
184 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL

185 This Paragraph 9(f) shall not apply to a special benefit tax li
186 (CDD) pursuant to Chapter 190, F.S., which lien shall be pr

187 **DISCLOSURES**

188 **10. DISCLOSURES:**

189 (a) **RADON GAS:** Radon is a naturally occurring radioactive g

190 sufficient quantities, may present health risks to persons who

- 190 sufficient quantities, may present health risks to persons who
191 exceed federal and state guidelines have been found in build
192 radon and radon testing may be obtained from your county he
193 (b) **PERMITS DISCLOSURE:** Except as may have been disclo
194 Seller does not know of any improvements made to the Prop
195 or made pursuant to permits which have not been properly clo
196 (c) **MOLD:** Mold is naturally occurring and may cause health ris
197 or desires additional information regarding mold, Buyer should
198 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is adv
199 zone the Property is in, whether flood insurance is required by
200 improving the Property and rebuilding in the event of casualty
201 or "Coastal Barrier Resources Act" designated area or other
202 and Wildlife Service under the Coastal Barrier Resources Act
203 and /or flood insurance rating purposes is below minimum f
204 coverage through the National Flood Insurance Program or
205* §4012a, Buyer may terminate this Contract by delivering w
206 then 20) days after Effective Date, and Buyer shall be refu
207 Seller from all further obligations under this Contract, fail
208 buildings and flood zone designation of Property. The N
209 additional fees or adjust premiums for pre-Flood Insurance
210 (residential structures in which the insured or spouse does
211 elevation certificate may be required for actuarial rating.
212 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of
213 Brochure required by Section 553.996, F.S.
214 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 reside
215 mandatory.
216 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE
CONTRACT UNTIL BUYER HAS RECEIVED
ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICAB**

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- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD PAY PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES DUE TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. ANY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY, WHICH CAN LEAD TO HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing of the Foreign Investment in Real Property Tax Act ("FIRPTA"), which may require Seller to provide additional cash at Closing or Closing Escrow to pay taxes due to FIRPTA. Seller shall provide Buyer, at or prior to Closing, a certification of non-foreign status to Buyer and Closing Agent that no withholding is required. See the FIRPTA for more information about Seller's rights, obligations, reporting and withholding requirements pursuant to FIRPTA. Buyer and Seller are advised to seek legal counsel regarding their rights, obligations, reporting and withholding requirements pursuant to FIRPTA. Buyer and Seller are advised to seek legal counsel regarding their rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially different from those set forth in the Disclosure Statement. Seller discloses the preceding sentence, Seller extends and intends no warranty express or implied, as to the physical condition or history of the property. Seller has received no written or verbal notice from any governmental agency that the property is a currently uncorrected building, environmental or safety code violation.

238 PROPERTY MAINTENANCE, CONDITION, INSPECTION, AND REPAIRS

239 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear, Seller shall maintain the property in good condition and repair ("IS"). Seller shall maintain the property, including, but not limited to, lawn, shrubbery, and pool, in accordance with the "IS Maintenance Requirement".

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

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257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the
258 prior to time of Closing, as specified by Buyer, Buyer or Buy
259 (and follow-up walk-through, if necessary) inspection of the
260 Personal Property are on the Property and to verify that Seller
261 AS IS Maintenance Requirement and has met all other contra
262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOS**
263 inspection of the Property identifies open or needed building
264 Buyer all plans, written documentation or other information
265 relating to improvements to the Property which are the subject
266 promptly cooperate in good faith with Buyer's efforts to obtain
267 resolve such Permit issues. Seller's obligation to cooperate
268 authorizations, consents, or other documents necessary for Buyer
269 of such repairs or work prepared, but in fulfilling such obliga
270 become obligated to expend, any money.

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- 271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS:** At
272 cost, Seller will, at Closing, assign all assignable repair, treatment
273 to Buyer.

274 **ESCROW AGENT AND DEPOSIT**

- 275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively
276 and other items is authorized, and agrees by acceptance of them
277 within the State of Florida and, subject to **COLLECTION**, disburses
278 of this Contract. Failure of funds to become **COLLECTED** shall not
279 demands for the Deposit are received, or Agent has a good fair
280 may take such actions permitted by this Paragraph 13, as Agent

281 or liabilities under this Contract, Agent may, at Agent's option, c
282 until the parties agree to its disbursement or until a final judg
283 determine the rights of the parties, or Agent may deposit same w
284 of the dispute. An attorney who represents a party and also a
285 action. Upon notifying all parties concerned of such action, all li
286 except to the extent of accounting for any items previously de
287 broker, Agent will comply with provisions of Chapter 475, F.S.,
288 escrow disputes through mediation, arbitration, interpleader or an
289 Any proceeding between Buyer and Seller wherein Agent is mad
290 or in any proceeding where Agent interpleads the subject matter
291 attorney's fees and costs incurred, to be paid pursuant to court
292 Agent shall not be liable to any party or person for mis-delivery of
293 due to Agent's willful breach of this Contract or Agent's gross neg
294 or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advise
296 square footage, and all other facts and representations made pur
297 professionals for legal, tax, environmental, and other specialized
298 and the transaction contemplated by this Contract. Broker repres
299 Property and that all representations (oral, written or otherwise) b
300 public records. **BUYER AGREES TO RELY SOLELY ON S**
301 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PRO**
302 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AN**
303 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller
304 individually indemnifies, holds harmless, and releases Broker
305 employees from all liability for loss or damage, including all cost
306 at all levels, suffered or incurred by Broker and Broker's officers
307 with or arising from claims, demands or causes of action instituted
308 information provided by the Indemnifying Party or from public rec
309 failure to perform contractual obligations; (iii) Broker's performance
310 beyond the scope of services regulated by Chapter 475, F.S.; (iv) re
311 recommendation or retention of any vendor for, or on behalf of, Indemnify
312 provided by any such vendor for, or on behalf of, Indemnifying
313 vendor. Buyer and Seller each assumes full responsibility for sele
314 and paying their other costs under this Contract whether or not th
315 relieve Broker of statutory obligations under Chapter 475, F.S., a
316 Broker will be treated as a party to this Contract. This Paragraph
317 Contract.

318 **DEFAULT AND DISPUTE RES**

319 **15. DEFAULT:**

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321 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to p
322 including payment of the Deposit, within the time(s) specif
323 Deposit for the account of Seller as agreed upon liquidate
324 Contract, and in full settlement of any claims, whereupon Bu
325 obligations under this Contract, or Seller, at Seller's option, m
to enforce Seller's rights under this Contract. The portion of

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326 default by Buyer, shall be split equally between Listing Bro
327 Cooperating Broker's share shall not be greater than the co
328 pay to Cooperating Broker.

329 (b) **SELLER DEFAULT:** If for any reason other than failure o
330 reasonable diligent effort, Seller fails, neglects or refuses to
331 Buyer may elect to receive return of Buyer's Deposit without t
332 from Seller's breach, and, pursuant to Paragraph 16, may s
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Con

335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and
336 Seller arising out of, or relating to, this Contract or its breach,
337 settled as follows:

338 (a) Buyer and Seller will have 10 days after the date conflicting
339 resolve such Dispute, failing which, Buyer and Seller shall su
340 16(b).

341 (b) Buyer and Seller shall attempt to settle Disputes in an amicab
342 Rules for Certified and Court-Appointed Mediators and Chapt
343 The mediator must be certified or must have experience in w
344 sought without first complying with this Paragraph 16(b). Dis
345 may be resolved by instituting action in the appropriate court
346 16 shall survive Closing or termination of this Contract.

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any n

348 by this Contract, and each party will pay their own costs, expenses,

348 by this Contract, and each party will pay their own costs, expense
349 conducting the mediation. In any litigation permitted by this Co
350 recover from the non-prevailing party costs and fees, including re
351 the litigation. This Paragraph 17 shall survive Closing or terminati

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STANDARDS FOR REAL ESTATE TRANSA

353 **18. STANDARDS:**

354 **A. TITLE:**

355 **(i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMIT**
356 Paragraph 9(c), the Title Commitment, with legible copies of ins
357 shall be issued and delivered to Buyer. The Title Commitment s
358 Seller at or before Closing and shall provide that, upon recording
359 insurance in the amount of the Purchase Price, shall be issued
360 Real Property, subject only to the following matters: (a) compreh
361 use restrictions, prohibitions and requirements imposed by gove
362 appearing on the Plat or otherwise common to the subdivision
363 record without right of entry; (d) unplatting public utility easemen
364 lines and not more than 10 feet in width as to rear or front lines a
365 for year of Closing and subsequent years; and (f) assumed mortg
366 additional items, attach addendum); provided, that, none prevent
367 If there exists at Closing any violation of items identified in (b) -
368 defect. Marketable title shall be determined according to applica
369 Florida Bar and in accordance with law.

370 **(ii) TITLE EXAMINATION:** Buyer shall have 5 days after receiv
371 Seller in writing specifying defect(s), if any, that render title unma
372 it is delivered to Buyer less than 5 days prior to Closing Date, B
373 date of receipt to examine same in accordance with this STANDA
374 after receipt of Buyer's notice to take reasonable diligent effor
375 Seller, Buyer shall be deemed to have accepted title as it then is.
376 will deliver written notice to Buyer (with proof of cure acceptable
377 will close this Contract on Closing Date (or if Closing Date has
378 Seller's notice). If Seller is unable to cure defects within Cure
379 expiration of Cure Period, deliver written notice to Seller: (a) ext
380 exceed 120 days within which Seller shall continue to use reason
381 ("Extended Cure Period"); or (b) electing to accept title with exist

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STANDARDS FOR REAL ESTATE TRANSACTIONS

382 Date (or if Closing Date has passed, within the earlier of 10 days
383 receipt of Seller's notice), or (c) electing to terminate this Contract by
384 releasing Buyer and Seller from all further obligations under this Contract
385 if Buyer timely delivers such notice and Survey to Seller within 5 days
386 than Closing. If Buyer timely delivers such notice and Survey to Seller
387 within 5 days than Closing, Seller shall, at Buyer's request, execute an affidavit
Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real
389 Property which encroach on setback lines, easements, or lands of others, or violate
390 governmental regulations described in STANDARD A (i)(a), (b) or (c) of
391 such matters, together with a copy of Survey, to Seller within 5 days
392 than Closing. If Buyer timely delivers such notice and Survey to Seller
393 within 5 days than Closing, Survey shall constitute a title defect, subject to cure obligations
394 of Seller. If Seller fails to cure such title defect within 10 days after receipt of
395 such notice and Survey, Seller shall, at Buyer's request, execute an affidavit
396 concerning such title defect. If Seller fails to execute such affidavit within 10 days
397 after receipt of such notice and Survey, Seller shall, at Buyer's request, execute an affidavit
398 concerning such title defect.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress
400 and egress to the Real Property by the public roads and paths
401 in accordance with STANDARD A (ii). Seller represents that
402 the Real Property is insurable in accordance with STANDARD A (iii).

403 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to
404 Closing, furnish to Buyer information concerning all tenant(s)/occupant(s)
405 specifying nature and duration of occupancy, names and addresses
406 of tenants/occupants, and amounts of monthly rent and security deposits paid by
407 tenant(s) or occupant(s) ("Estoppe Letter(s)"). If the same information
408 shall be furnished by Seller to Buyer within 5 days prior to Closing, and
409 Buyer may thereafter contact tenant(s) or occupant(s) to confirm
410 Seller's affidavit, if any, differ materially from Seller's representations
411 in Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's
412 representations in Paragraph 6, Seller shall, at Buyer's request, execute an affidavit
413 concerning such representations within 10 days after receipt of such information,
414 but no later than 10 days prior to Closing. If Seller fails to execute such affidavit
this Contract and receive a refund of the Deposit, thereby releasing
Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign
Seller's interest in the leasehold rights to the Real Property to Buyer.

415 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit
416 concerning all liens and potential lienors known to Seller and
417 repairs to the Real Property for 90 days immediately preceding
418 the Closing. If Seller fails to furnish such affidavit within 10 days prior to
419 Closing, Seller shall, at Buyer's request, execute an affidavit concerning
420 such liens and potential lienors within 10 days after receipt of such information,
421 but no later than 10 days prior to Closing. If Seller fails to execute such affidavit
422 this Contract and receive a refund of the Deposit, thereby releasing
Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign
Seller's interest in the leasehold rights to the Real Property to Buyer.

415 names of all such general contractors, subcontractors, suppliers
416 charges for improvements or repairs which could serve as a basis
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time periods.
419 Other than time for acceptance and Effective Date as set forth in
420 dates specified in this Contract, whether preprinted, handwritten,
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C.
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to
424 be liable to each other for damages so long as performance or non-performance
425 or prevented by Force Majeure. "Force Majeure" means: hurricane, flood, fire,
426 unusual transportation delays, wars, insurrections, and acts of God. If, after
427 diligent effort, the non-performing party is unable in whole or in part to
428 including Closing Date, will be extended for the period that the
429 Contract, provided, however, if such Force Majeure continues to
430 than 14 days beyond Closing Date, then either party may terminate
431 the other and the Deposit shall be refunded to Buyer, thereby discharging
432 obligations under this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to the property
434 by will, by deed of survivorship, by personal representative's, or guardian's deed, as appropriate
435 described in STANDARD A and those accepted by Buyer. Personalty
436 transferred by absolute bill of sale with warranty of title, subject to
437 this Contract.

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

Buyer's Initials

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STANDARDS FOR REAL ESTATE TRANSACTIONS

- 439 (i) **LOCATION:** Closing will take place in the county where the property
440 attorney or other closing agent ("Closing Agent") designated by Seller
441 insurance, or, if no title insurance, designated by Seller. Closing may
442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, provide
443 certificate(s) of title or other documents necessary to transfer title to
444

443 sale, certificate(s) of title or other documents necessary to
444 affidavit(s), owner's possession and no lien affidavit(s), and assi
445 with paid receipts for all work done on the Property pursuant to t
446 applicable the survey, flood elevation certification, and documents
447 **(iii) PROCEDURE:** The deed shall be recorded upon **COLLECT**
448 provides insurance against adverse matters pursuant to Section
449 procedure required by STANDARD J shall be waived, and Closi
450 **closing funds**, disburse at Closing the brokerage fees to Broker
451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issu
452 for insurance against adverse matters as permitted under Sec
453 escrow and closing procedures shall apply: (1) all Closing proce
454 for a period of not more than 10 days after Closing; (2) if Seller's
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in w
456 from date of receipt of such notification to cure the defect; (3) if
457 and all Closing funds paid by Buyer shall, within 5 days after writt
458 simultaneously with such repayment, Buyer shall return the Pers
459 convey the Property to Seller by special warranty deed and bi
460 demand for refund of the Deposit, Buyer shall take title as is, waiv
461 defect except as may be available to Buyer by virtue of warranties
462 **K. PRORATIONS; CREDITS:** The following recurring items will
463 of the day prior to Closing Date, or date of occupancy if occupan
464 (including special benefit tax assessments imposed by a CDD), in
465 and other expenses of Property. Buyer shall have option of
466 assumable, in which event premiums shall be prorated. Cash at
467 be required by prorations to be made through day prior to Closing
468 be credited to Buyer. Escrow deposits held by Seller's mortgage
469 based on current year's tax with due allowance made for maxi
470 exemptions. If Closing occurs on a date when current year's mill
471 available, taxes will be prorated based upon such assessme
472 assessment is not available, then taxes will be prorated on prior
473 on the Real Property by January 1st of year of Closing, which im
474 of prior year, then taxes shall be prorated based upon prior year
475 agreed upon between the parties, failing which, request shall be
476 informal assessment taking into account available exemptions.
477 either party's request, be readjusted upon receipt of current y
478 Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, I**
480 shall, upon reasonable notice, provide utilities service and acc
481 including a walk-through (or follow-up walk-through if necessary)
482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing

483 ("Casualty Loss") and cost of restoration (which shall include co

483 ('Casualty Loss') and cost of restoration (which shall include co
484 not exceed 1.5% of Purchase Price, cost of restoration shall be a
485 pursuant to terms of this Contract. If restoration is not completed
486 cost to complete restoration (not to exceed 1.5% of Purchase Pri
487 restoration exceeds escrowed amount, Seller shall pay such actu
488 Price). Any unused portion of escrowed amount shall be returned
489 Purchase Price, Buyer shall elect to either take Property "as is" to
490 Deposit, thereby releasing Buyer and Seller from all further obliga
491 with respect to tree damage by casualty or other natural occurren
492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into
493 Closing or deferred) under Section 1031 of the Internal Reve
494 cooperate in all reasonable respects to effectuate the Exchang

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STANDARDS FOR REAL ESTATE TRANSACTIONS

495 however, cooperating party shall incur no liability or expense re
496 contingent upon, nor extended or delayed by, such Exchange.
497

O. CONTRACT NOT RECORDABLE; PERSONS BOUND;
498 **EXECUTION:** Neither this Contract nor any notice of it shall be re
499 be binding on, and inure to the benefit of, the parties and th
500 Whenever the context permits, singular shall include plural and o
501 given by or to the attorney or broker (including such broker's real
502 as effective as if given by or to that party. All notices must be
503 delivery or electronic (including "pdf") media. A facsimile or elec
504 any signatures hereon shall be considered for all purposes as an
505 of electronic signatures, as determined by Florida's Electronic Sig
506

P. INTEGRATION; MODIFICATION: This Contract contains the
507 of Buyer and Seller with respect to the transaction contemplated
508 representations shall be binding upon Buyer or Seller unless i
509 change in this Contract shall be valid or binding upon Buyer or Se
510

intended to be bound by it

511 intended to be bound by it.
512 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance w
513 Contract, or to take advantage of any right under this Contract, s
rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN**
515 or handwritten provisions shall control all printed provisions of this
516 **S. COLLECTION or COLLECTED:** "COLLECTION" or "CO
517 received, including Deposits, have become actually and fina
518 Escrow Agent or Closing Agent. Closing and disbursement
519 may be delayed by Closing Agent until such amounts h
520 accounts.

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a state
522 conditions upon which the lender is willing to make a particular m
523 pre-approval letter nor a prequalification letter shall be deemed a
524 **U. APPLICABLE LAW AND VENUE:** This Contract shall be co
525 of Florida and venue for resolution of all disputes, whether by n
526 county where the Real Property is located.

527 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (**
528 "foreign person" as defined by FIRPTA, Section 1445 of the Intern
529 property to withhold up to 15% of the amount realized by the sell
530 to the Internal Revenue Service (IRS) unless an exemption to th
531 obtained a Withholding Certificate from the IRS authorizing a
532 complexity and potential risks of FIRPTA, Buyer and Seller
533 compliance, particularly if an "exemption" is claimed on the sale o
534 (i) No withholding is required under Section 1445 if the Seller is
535 proof of same from Seller, which may include Buyer's receipt o
536 signed under penalties of perjury, stating that Seller is not a for
537 taxpayer identification number and home address (or office addre
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applica
539 on the transfer and timely remit said funds to the IRS.

540 (ii) If Seller has received a Withholding Certificate from the
541 withholding in this transaction and provides same to Buyer by
542 sum, if any required, and timely remit said funds to the IRS.

543 (iii) If prior to Closing Seller has submitted a completed applica
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c)
545 received as of Closing, Buyer shall, at Closing, withhold the a
546 Seller on the transfer and, at Buyer's option, either (a) timely ren
547 funds in escrow, at Seller's expense, with an escrow agent sele
548 by the parties, to be subsequently disbursed in accordance with
549 remitted directly to the IRS if the Seller's application is rejected or
550

(iv) In the event the net proceeds due Seller are not sufficient

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STANDARDS FOR REAL ESTATE TRANSACTIONS

552 applicable requirement and thereafter Buyer shall timely remit
553 disbursement in accordance with the final determination of the IRS.
554 (v) Upon remitting funds to the IRS pursuant to this STANDARD
555 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS:

ADDENDA AND ADDITIONAL TERMS

564* **19. ADDENDA:** The following additional terms are included in the addendum to this Contract (**Check if applicable**):

- | | |
|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure |
| <input type="checkbox"/> F. Appraisal Contingency | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning |
| <input type="checkbox"/> I. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option |

566* **20. ADDITIONAL TERMS:** Seller to allow Buyer access to property

567
568
569 Seller and Buyer agree that inspection period shall be in busin
Seller agrees to allow Closing Agent to extend closing date up
marketable title.

570 Closing agent will be Independent Title of Fort Lauderdale, Inc.
571

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583 **COUNTER-OFFER/REJEC**

- 584* Seller counters Buyer's offer (to accept the counter-offer, Buyer m
585 deliver a copy of the acceptance to Seller).
586* Seller rejects Buyer's offer.

587 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.**
588 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

589 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTOR**

590
591

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592
593

594
595
596

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN
BE COMPLETED.

597*
598

Buyer: Jay Prater

599*
600

Buyer: _____

601*
602

Seller: _____

603*
604

Seller: _____

605
606*
607*
608*

Buyer's address for purposes of notice
libertytrustgroup@gmail.com
954-544-7243
Seller's _____
Seller's _____

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (co
610 to compensation in connection with this Contract. Instruction to Closi
611 to disburse at Closing the full amount of the brokerage fees as spec
612 parties and cooperative agreements between the Brokers, except to t
613 escrowed funds. This Contract shall not modify any MLS or other o
614 Broker to Cooperating Brokers.

615

* Edwards Blanca

616 Eduardo Blanco
Cooperating Sales Associate, if any

List

617*
618 **Cooperating Broker, if any**

List

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02/14/2017

JAY PARTEEK



