

"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 SERVICING
2* and JAY PARTEEK

3 agree that Seller shall sell and Buyer shall buy the following described Real P
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Res
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 28360 SW 163RD AVE MIAMI 33033
8* (b) Property is located in: MIAMI-DADE County, Florida. Real Property Tax I
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, including built-in app
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifica
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of t
16 which are owned by Seller and existing on the Property as of the date of th
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling
18 drapery rods and draperies, blinds, window treatments, smoke detector(s),
19 gate and other access devices, and storm shutters/panels ("Personal Propert
20* Other Personal Property items included in this purchase are:

21
22 Personal Property is included in the Purchase Price, has no contributory value

- 23* (e) The following items are excluded from the purchase:
24

25 **PURCHASE PRICE AND CLOSING**

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

- 27* (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLL**
28 The initial deposit made payable and delivered to "Escrow Agent" named belo
□ □

29* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within

29* **(CHECK ONE):** (i) _____ accompanies offer or (ii) _____ is to be made within
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THE
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32* Escrow Agent Information: Name: _____ Independent Title of Fort Lau
33* Address: _____ 2929 E. Commercial Blvd, Ste 605 Fort Lauderdale, FL 33308

34* Phone: _____ 954.493.8288 E-mail: Jim@IndyTitleFTL.com Fax: _____ 305-49

35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left
36* days after Effective Date
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Dep

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Pa

39* (d) Other: _____

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations
41* transfer or other **COLLECTED** funds
42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STAN**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered
45* 2 days _____, this offer shall be deemed withdrawn and the
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers
47 day the counter-offer is delivered.

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

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

Buyer's Initials J P

Page 1 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights re

Software and added formatting © 2016 Alta Star Software, all rights reserved. • www.al

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

54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are n
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requir

56 then Closing Date shall be extended for such period necessary to satisfy CFI
57 period shall not exceed 10 days.

- 58 (b) If extreme weather or other condition or event constituting "Force Majeure"
59 disruption of utilities or other services essential for Closing or (ii) Hazard
60 insurance, to become unavailable prior to Closing, Closing shall be extended
61 after restoration of utilities and other services essential to Closing and available
62 Flood or Homeowners' insurance. If restoration of such utilities or services
63* not occurred within _____ (if left blank, then 14) days after Closing Date,
64 this Contract by delivering written notice to the other party, and Buyer shall be
65 releasing Buyer and Seller from all further obligations under this Contract.

66 6. OCCUPANCY AND POSSESSION:

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver
68 the Property to Buyer free of tenants, occupants and future tenancies. Also
69 removed all personal items and trash from the Property and shall deliver
70 access devices and codes, as applicable, to Buyer. If occupancy is to be
71 assumed all risks of loss to the Property from date of occupancy, shall
72 maintenance from that date, and shall be deemed to have accepted the Prop
73 time of taking occupancy.

- 74* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY**
75 subject to a lease(s) after Closing or is intended to be rented or occupied by
76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and co
77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determ
78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer
79 delivery of written notice of such election to Seller within 5 days after receip
80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller
81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursu
82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING

83* 7. ASSIGNABILITY: (CHECK ONE): Buyer may assign and thereby be released 84* this Contract; may assign but not be released from liability under this Con 85 Contract.

86 FINANCING

87 8. FINANCING:

- 88* (a) Buyer will pay cash for the purchase of the Property at Closing. There
89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase
90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or b
91 affect or extend the Buyer's obligation to close or otherwise affect any terms or co
92* (b) This Contract is contingent upon Buyer obtaining a written loan commitme
93 VA or other _____ (describe) loan on the following terms within
* _____

94* days after Effective Date ("Loan Commitment Date") for **(CHECK ONE)**:
95* adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest
96* (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for
97 then 30) years ("Financing").

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

103 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of s
104 receive Loan Commitment by Loan Commitment Date, then thereafter either part
105 the earlier of:

Buyer's Initials J P

Page 2 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

- 107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received
108 or waived the financing contingency of this Contract; or
- 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date
110 is set forth in Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer
112 has delivered written notice to Seller that Buyer has either received or waived
113 the financing contingency of this Contract, Buyer shall be refunded the Deposit thereby releasing Bu
114 obligations under this Contract. If neither party has timely canceled this Contract, then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and the
116 parties fail to close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's
117 conditions of the Loan Commitment have not been met (except when such

118 provisions of this Contract); (2) appraisal of the Property obtained by Buyer's lo

provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender or the Loan Commitment; or (4) the loan is not funded due to financial failure of the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or spe

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
 - Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
 - Title search charges (if Paragraph 9(c) (iii) is checked)
 - Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirements, Seller shall escrow a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirements at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed the escrowed amount(s), Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be released to Seller.

- HOA/Condominium Association application/transfer fees
- Recording and filing fees
- Seller's attorney fees
- Other: _____

(b) COSTS TO BE PAID BY BUYER:

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

(c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if left blank, then 15, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance company or Florida licensed title insurer, with legible copies of instruments listed as exhibits to the "Loan Commitment" and, after Closing, an owner's policy of title insurance (see Schedule A) shall be issued and delivered to Buyer. If Seller has an owner's policy of title insurance, a copy shall be furnished to Buyer and Closing Agent within 5 days after payment of the title insurance premium, title search and closing services (collectively, "Owner's Policy Premium"). The title insurance premium charges for the owner's policy shall be calculated and allocated in accordance with Florida law, but may be reported on the Settlement Statement and other closing documents.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and C

156 premium for Buyer's lender's policy and charges for closing services
157 endorsements and loan closing, which amounts shall be paid by Buyer t
158 provider(s) as Buyer may select; or
159* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and C
160 services related to Buyer's lender's policy, endorsements and loan closing; or
161* (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall fu
162 policy of title insurance or other evidence of title and pay fees for: (A) a co

Buyer's Initials J P

Page 3 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights re

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

168 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's e
169 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller
170 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days

171* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a
172* _____ at a cost not to exceed _____

173 warranty plan provides for repair or replacement of many of a home's mechan
174 appliances in the event of breakdown due to normal wear and tear during the

175 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount o
176 ("public body" does not include a Condominium or Homeowner's Association)
177 ratified before Closing; and (ii) the amount of the public body's most recent
178 improvement which is substantially complete as of Effective Date, but that
179 imposed on the Property before Closing. Buyer shall pay all other assessme
180 be paid in installments (**CHECK ONE**):

181* (a) Seller shall pay installments due prior to Closing and Buyer shall pa
182 Installments prepaid or due for the year of Closing shall be prorated.
183

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

(b) Seller shall pay the assessment(s) in full prior to or at the time of closing.
184 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
185 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a
186 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to
187

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is present in sufficient quantities, may present health risks to persons who are exposed to it. Radon levels have been found to exceed federal and state guidelines in buildings in Florida. Radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer, Seller does not know of any improvements made to the Property which were required by permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer has any concerns or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by flood zone the Property is in, whether flood insurance is required by Buyer's lender, and the steps involved in improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected by the U.S. Army Corps of Engineers and the National Marine Fisheries Service under the Coastal Barrier Resources Act and the lowest elevation of the building is 100-year flood elevation or less, and /or flood insurance rating purposes is below minimum flood elevation or coverage through the National Flood Insurance Program or private flood insurance, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, and Buyer shall be refunded the Deposit and released from all obligations under this Contract, failing which Buyer shall remain liable to Seller from all further obligations under this Contract, failing which Buyer shall remain liable to Seller for the cost of flood insurance coverage and any additional fees or adjust premiums for pre-Flood Insurance Rate Map (FIRMs) (residential structures in which the insured or spouse does not reside for a period of one year or more). An elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy Conservation Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHALL NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

J P

- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY
220 ON PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE
221 SELLER WILL PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF
222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY WHICH
223 CAN LEAD TO HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is
226 subject to the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller
227 will then determine whether Seller is subject to FIRPTA withholding. If Seller is subject
228 to FIRPTA, Seller shall provide Buyer and Closing Agent with documentation
229 which may require Seller to provide additional cash at Closing. If Seller is not subject
230 to FIRPTA, Seller shall provide Buyer and Closing Agent with documentation
231 certifying that Seller is not subject to FIRPTA. Seller shall also provide Buyer and
232 Closing Agent with documentation certifying that Seller has no obligations under
233 FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice
234 regarding their rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
235 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the property
236 which are not readily observable and which have not been disclosed to Buyer.
237 In addition to the disclosure set forth in the preceding sentence, Seller extends and
238 intends no warranty and makes no representations, express or implied, as to the physical condition or history of the Property. In
239 writing Seller has received no written or verbal notice from any government agency
240 regarding any currently uncorrected building, environmental or safety code violation.

238 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXEMPTIONS

- 239 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty
240 Loss, Seller shall keep the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition
241 described in the "Seller's Standard of Care and Condition Disclosure Statement" ("Seller's
242 IS Maintenance Requirement").

242 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- 243* (a)

244

- 245
246
247
248
249
250
251
252
253
254
255
256
257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to C
prior to time of Closing, as specified by Buyer, Buyer or Buyer's representat
and follow-up walk-through, if necessary) inspection of the Property sol
Personal Property are on the Property and to verify that Seller has maintained
AS IS Maintenance Requirement and has met all other contractual obligations
(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BU**
inspection of the Property identifies open or needed building permits, then
Buyer all plans, written documentation or other information in Seller's pos
relating to improvements to the Property which are the subject of such open
promptly cooperate in good faith with Buyer's efforts to obtain estimates of re
resolve such Permit issues. Seller's obligation to cooperate shall include
authorizations, consents, or other documents necessary for Buyer to conduct
of such repairs or work prepared, but in fulfilling such obligation, Seller sha
become obligated to expend, any money.

Buyer's Initials

J P

FloridaRealtors/FloridaBar-ASIS-4x

Page 5 of 12
Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

271
272
273

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WAR**
cost, Seller will, at Closing, assign all assignable repair, treatment and maint
to Buyer.

274

ESCROW AGENT AND BROKER

275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") re
276 and other items is authorized, and agrees by acceptance of them, to deposit them
277 within the State of Florida and, subject to **COLLECTION**, disburse them in accor
278 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer
279 demands for the Deposit are received, or Agent has a good faith doubt as to e
280 may take such actions permitted by this Paragraph 13, as Agent deems advisable
281 or liabilities under this Contract, Agent may, at Agent's option, continue to hold
282 until the parties agree to its disbursement or until a final judgment of a cour
283 determine the rights of the parties, or Agent may deposit same with the clerk of th
284 of the dispute. An attorney who represents a party and also acts as Agent m
285 action. Upon notifying all parties concerned of such action, all liability on the pa
286 except to the extent of accounting for any items previously delivered out of e
287 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and
288 escrow disputes through mediation, arbitration, interpleader or an escrow disburs
289 Any proceeding between Buyer and Seller wherein Agent is made a party because
290 or in any proceeding where Agent interpleads the subject matter of the escrow,
291 attorney's fees and costs incurred, to be paid pursuant to court order out of th
292 Agent shall not be liable to any party or person for mis-delivery of any escrowed i
293 due to Agent's willful breach of this Contract or Agent's gross negligence. This Pa
294 or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and S
296 square footage, and all other facts and representations made pursuant to this Co
297 professionals for legal, tax, environmental, and other specialized advice concerni
298 and the transaction contemplated by this Contract. Broker represents to Buyer th
299 Property and that all representations (oral, written or otherwise) by Broker are ba
300 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFE**
301 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDI**
302 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THI**
303 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually,
304 individually indemnifies, holds harmless, and releases Broker and Broker's
305 employees from all liability for loss or damage, including all costs and expenses
306 at all levels, suffered or incurred by Broker and Broker's officers, directors, agen
307 with or arising from claims, demands or causes of action instituted by Buyer or S

308 information provided by the Indemnifying Party or from public records; (ii) Indem
309 failure to perform contractual obligations; (iii) Broker's performance, at Indemnif
310 beyond the scope of services regulated by Chapter 475, F.S., as amend
311 recommendation or retention of any vendor for, or on behalf of Indemnifying
312 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v)
313 vendor. Buyer and Seller each assumes full responsibility for selecting and compet
314 and paying their other costs under this Contract whether or not this transaction c
315 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. Fo
316 Broker will be treated as a party to this Contract. This Paragraph 14 shall survi
317 Contract.

318 **DEFAULT AND DISPUTE RESOLUTION**

319 **15. DEFAULT:**

320 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's
321 including payment of the Deposit, within the time(s) specified, Seller may
322 Deposit for the account of Seller as agreed upon liquidated damages, co
323 Contract, and in full settlement of any claims, whereupon Buyer and Seller
324 obligations under this Contract, or Seller, at Seller's option, may, pursuant to
325 to enforce Seller's rights under this Contract. The portion of the Deposit, if

Buyer's Initials J P

Page 6 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights re

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

329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make
330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's
331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving
332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Contract.
335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters
336 Seller arising out of, or relating to, this Contract or its breach, enforcement or
337 settled as follows:
338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispu
340 16(b).
341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner throu
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as a
343 The mediator must be certified or must have experience in the real estate i
344 sought without first complying with this Paragraph 16(b). Disputes not settle
345 may be resolved by instituting action in the appropriate court having jurisdic
346 16 shall survive Closing or termination of this Contract.

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee inc
348 by this Contract, and each party will pay their own costs, expenses and fees, incl
349 conducting the mediation. In any litigation permitted by this Contract, the pre
350 recover from the non-prevailing party costs and fees, including reasonable attorn
351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contrac

352 STANDARDS FOR REAL ESTATE TRANSACTIONS ("STAN

353 **18. STANDARDS:**

354 A. TITLE:

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** With
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth the
358 Seller at or before Closing and shall provide that, upon recording of the deed to
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuranc
360 Real Property, subject only to the following matters: (a) comprehensive land us
361 use restrictions, prohibitions and requirements imposed by governmental autho
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding
363 record without right of entry; (d) unplatted public utility easements of record (loc
364 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in
365 for year of Closing and subsequent years; and (f) assumed mortgages and purch
366 additional items, attach addendum); provided, that, none prevent use of Property
367 If there exists at Closing any violation of items identified in (b) - (f) above, then t
368 defect. Marketable title shall be determined according to applicable Title Standar
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Comm

371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller

Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend date of receipt to examine same in accordance with this STANDARD A. Seller shall after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Buyer will deliver written notice to Seller. Seller will will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer will close this Contract on Closing Date (or if Closing Date has passed, within Seller's notice). If Seller is unable to cure defects within Cure Period, then upon expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period by an additional 60 days within which Seller shall continue to use reasonable diligent efforts ("Extended Cure Period"); or (b) electing to accept title with existing defects and

Buyer's Initials J P

Page 7 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

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

B. SURVEY: If Survey discloses encroachments on the Real Property or that such encroachments would violate any governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall timely deliver to Seller such notice and Survey, together with a copy of Survey, to Seller within 5 days after Buyer receives such notice and Survey. If Buyer timely delivers such notice and Survey to Seller, such matter shall constitute a title defect, subject to cure obligations of STANDARD A. Seller shall, at Buyer's request, execute an affidavit of "no change" in preparation of such prior survey, to the extent the affirmations therein are true and accurate.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property is insurable in accordance with STANDARD A without exception.

398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish
400 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rate
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable
402 the same information shall be furnished by Seller to Buyer within that time period
403 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such info
404 Seller's affidavit, if any, differ materially from Seller's representations and
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit,
406 to Seller within 5 days after receipt of such information, but no later than 5 days p
407 this Contract and receive a refund of the Deposit, thereby releasing Buyer and S
408 under this Contract. Seller shall, at Closing, deliver and assign all leases to E
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to
411 statement, claims of lien or potential lienors known to Seller and (ii) that there
412 repairs to the Real Property for 90 days immediately preceding Closing Date.
413 improved or repaired within that time, Seller shall deliver releases or waivers of c
414 general contractors, subcontractors, suppliers and materialmen in addition to S
415 names of all such general contractors, subcontractors, suppliers and materi
416 charges for improvements or repairs which could serve as a basis for a construc
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of**
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3,
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or in
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) sha
422 Property is located) of the next business day.

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

433 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property
434 personal representative's, or guardian's deed, as appropriate to the status of
435 described in STANDARD A and those accepted by Buyer. Personal Property
436

transferred by absolute bill of sale with warranty of title, subject only to such m

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

Buyer's Initials J P

Page 8 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

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

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver to Buyer, certificate(s) of title or other documents necessary to transfer title to Buyer, affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of liens, with paid receipts for all work done on the Property pursuant to this Contract. But not later than the date of Closing, Seller shall provide to Buyer, at no cost to Buyer, applicable the survey, flood elevation certification, and documents required by Building and Safety Codes.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing costs and fees. Seller shall be responsible for the payment of all closing costs and fees. If the title insurance company provides insurance against adverse matters pursuant to Section 627.7841, F.S., the procedure required by STANDARD J shall be waived, and Closing Agent shall, from time to time, disburse the closing funds to Buyer and the net sale price to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to this Contract does not contain a provision for recording the deed before the closing date, the title insurance company shall record the deed upon **COLLECTION** of all closing costs and fees. If the title insurance company provides insurance against adverse matters as permitted under Section 627.7841, F.S., the procedure required by STANDARD J shall be waived, and Closing Agent shall, from time to time, disburse the closing funds to Buyer and the net sale price to Seller. Escrow and closing procedures shall apply: (1) all Closing proceeds shall be held by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered defective by the title insurance company, Buyer shall, within the 10 day period, notify Seller in writing of the defect and demand that Seller cure the defect within 10 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, Buyer shall, within 5 days after written demand by Buyer, pay to Seller the amount of the deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be repaid to Buyer. Simultaneously with such repayment, Buyer shall return the Personal Property, which has been retained by Seller, to Seller and shall convey the Property to Seller by special warranty deed and bill of sale; and (4) if Seller fails to timely cure the defect except as may be available to Buyer by virtue of warranties contained in the title insurance policy, Buyer shall take title as is, waiving all rights against Seller for the defect except as may be available to Buyer by virtue of warranties contained in the title insurance policy.

K. PRORATIONS; CREDITS: The following recurring items will be made current as of the day prior to Closing Date, or date of occupancy if occupancy occurs before

464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
of the day prior to Closing Date, or date of occupancy if occupancy occurs before
(including special benefit tax assessments imposed by a CDD), interest, bonds, a
and other expenses of Property. Buyer shall have option of taking over e
assumable, in which event premiums shall be prorated. Cash at Closing shall be
be required by prorations to be made through day prior to Closing. Advance rent
be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to
based on current year's tax with due allowance made for maximum allowable
exemptions. If Closing occurs on a date when current year's millage is not fixed
available, taxes will be prorated based upon such assessment and prior y
assessment is not available, then taxes will be prorated on prior year's tax. If the
on the Real Property by January 1st of year of Closing, which improvements were
of prior year, then taxes shall be prorated based upon prior year's millage and a
agreed upon between the parties, failing which, request shall be made to the C
informal assessment taking into account available exemptions. A tax proration
either party's request, be readjusted upon receipt of current year's tax bill. T
Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS,**
480 shall, upon reasonable notice, provide utilities service and access to Property
481 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is da
483 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or
484 not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of
485 pursuant to terms of this Contract. If restoration is not completed as of Closing, a
486 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escr
487 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, no
488 Price). Any unused portion of escrowed amount shall be returned to Seller. If cos
489 Purchase Price, Buyer shall elect to either take Property "as is" together with the
490 Deposit, thereby releasing Buyer and Seller from all further obligations under this
491 with respect to tree damage by casualty or other natural occurrence shall be cost
492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exch
493 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Ex
494 cooperate in all reasonable respects to effectuate the Exchange, including exe

Buyer's Initials J P

Page 9 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights re

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

however, cooperating party shall incur no liability or expense related to the Exchange, contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY

EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or other record office. This Contract and any notices given hereunder shall be binding on, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns. Whenever the context permits, singular shall include plural and one gender shall include the other. Notices given by or to the attorney or broker (including such broker's real estate licensee) shall be deemed given by or to the attorney or broker (including such broker's real estate licensee) as effective as if given by or to that party. All notices must be in writing and may be delivered by mail, facsimile, electronic (including "pdf") or otherwise. A facsimile or electronic (including "pdf") copy of any signatures hereon shall be considered for all purposes as an original. This Contract does not require the use of electronic signatures, as determined by Florida's Electronic Signature Act and does not limit the use of electronic signatures.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete agreement of Buyer and Seller with respect to the transaction contemplated by this Contract. Any representations made by either party which are not included in this Contract shall not be binding upon Buyer or Seller unless included in this Contract. Any change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and signed by both parties, and then only to the extent that such change is intended to be bound by it.

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

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict therewith.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means amounts received, including Deposits, have become actually and finally collected and delivered to the Escrow Agent or Closing Agent. Closing and disbursement of funds and documents may be delayed by Closing Agent until such amounts have been collected into the accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to the Buyer. No pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment.

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

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a

528 foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Co
529 property to withhold up to 15% of the amount realized by the seller on the transfer
530 to the Internal Revenue Service (IRS) unless an exemption to the required with
531 obtained a Withholding Certificate from the IRS authorizing a reduced amo
532 complexity and potential risks of FIRPTA, Buyer and Seller should seek I
533 compliance, particularly if an "exemption" is claimed on the sale of residential prop
534 (i) No withholding is required under Section 1445 if the Seller is not a "foreign p
535 proof of same from Seller, which may include Buyer's receipt of certification o
536 signed under penalties of perjury, stating that Seller is not a foreign person and
537 taxpayer identification number and home address (or office address, in the case
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage
539 on the transfer and timely remit said funds to the IRS.
540 (ii) If Seller has received a Withholding Certificate from the IRS which prov
541 withholding in this transaction and provides same to Buyer by Closing, then B
542 sum, if any required, and timely remit said funds to the IRS.
543 (iii) If prior to Closing Seller has submitted a completed application to the IRS t
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no
545 received as of Closing, Buyer shall, at Closing, withhold the applicable perce
546 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld
547 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer a
548 by the parties, to be subsequently disbursed in accordance with the Withholding
549 remitted directly to the IRS if the Seller's application is rejected or upon terms set
550 (iv) In the event the net proceeds due Seller are not sufficient to meet the w
551 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED

Buyer's Initials J P

FloridaRealtors/FloridaBar-ASIS-4x

Page 10 of 12

Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

552 applicable requirement and thereafter Buyer shall timely remit said funds to t
553 disbursement in accordance with the final determination of the IRS, as applicable
554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall pro

558

559

560

561

562

563

by, through

ADDENDA AND ADDITIONAL TERMS564* **19. ADDENDA:** The following additional terms are included in the attached addenda
565 this Contract (**Check if applicable**):

- | | | |
|--|---|-----------------------------|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. |
| <input type="checkbox"/> F. Appraisal Contingency | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BE |

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

567 Seller and Buyer agree that inspection period shall be in business days.

568 Seller agrees to allow Closing Agent to extend closing date up to 14 business
569 marketable title.

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

571

572

573

574

575

576

577

578

579

580

581

582

COUNTER-OFFER/REJECTION

- 584* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initiate
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. IF NOT FULL
588 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

589 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA ASSOCIATION OF HOME BUILDERS

590

591

Buyer's Initials _____ FloridaRealtors/FloridaBar-ASIS-4x R

Page 11 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.

592

593

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

596

598

Buyer: _____

599*
600

Buyer:

601*
602

Seller:

603*
604

Buyer's address for purposes of notice

libertytrustgroup@gmail.com

954-544-7243

608*

Seller's address for pur

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker") shall be entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller agrees to disburse at Closing the full amount of the brokerage fees as specified in separate agreements between the Broker and Cooperating Brokers, except to the extent Broker receives escrowed funds. This Contract shall not modify any MLS or other offer of compensation to Broker by Cooperating Brokers.

615* Eduardo Blanco

Cooperating Sales Associate, if any

Eduardo Blanco

Listing Sales Assoc

617* Cooperating Broker, if any

Cooperating Broker, if any

Listing Broker

Buyer's Initials J P

Page 12 of 12

FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2015 Florida Realtors® and The Florida Bar. All rights reserved.
Software and added formatting © 2016 Alta Star Software, all rights reserved. • www.alta

BANK OF AMERICA NA; SHELLPOINT MORTGAGE

JAY PARTEEK

28360 SW 163RD AVE MIAMI FL 33033

J P







J P



x

Jay Pratib



02/14/2017

JAY PARTEEK

