## "AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY

THE FLORIDA REALTORS AND THE FLORIDA BAR MERVIN HORWITZ REV PARTIES: 1\* JAY PARTEEK 2\* agree that Seller shall sell and Buyer 3 (collectively "Property") pursuant to the 4 Purchase and any riders and addenda ("G 5 PROPERTY DESCRIPTION: 6

(a) Street address, city, zip: 4605 N 7\* (b) Property is located in: BROWAF 8\* (c) Real Property: The legal descript 9\* Legal Description as Sho

10 11 together with all existing improv 12 attached wall-to-wall carpeting ar 13 by other terms of this Contract.

14

25

26\*

27\*

Personal Property: Unless exclu 15 which are owned by Seller and 16 purchase: range(s)/oven(s), refri 17 drapery rods and draperies, blin 18

gate and other access devices, a 19 Other Personal Property items in 20\* 21

Personal Property is included in t 22 (e) The following items are excluded 23\* 24

> PURCHASE PRICE (U.S. currency): 2. Initial deposit to be held in escrov

The initial deposit made payable 28 (CHECK ONE): (i) ☐ accompani 29\*

blank, then 3) days after Effective 30

31 32* 33* 34* 35* 36* 37 38* 40 41* 42 43 44 45* 46 47 48	OPTION (II) SHALL BE DEEMEL Escrow Agent Information: Name Address: 2929 E. Commercia Phone: 954.493.8288 E-m  (b) Additional deposit to be delivered days after Effective Date
49 50	initialed and delivered this offer of the class of the cl
51	and the closing documents required
52*	("Closing") on or about 10/27/2
	Buyer's Initials
53 54 55 56 57 58 59	<ul> <li>5. EXTENSION OF CLOSING DATE: <ul> <li>(a) If Paragraph 8(b) is checked and to Consumer Financial Protection then Closing Date shall be extended and period shall not exceed 10 days.</li> <li>(b) If extreme weather or other constraints.</li> </ul> </li> </ul>
33	disruption of utilities or other s

60 61 62		insurance, to become unavailable after restoration of utilities and of Flood or Homeowners' insurance.
63*		not occurred within (if
64		this Contract by delivering written
65		releasing Buyer and Seller from a
66	6.	OCCUPANCY AND POSSESSION:
67		(a) Unless the box in Paragraph 6(I
68		the Property to Buyer free of te
69		removed all personal items and
70		access devices and codes, as a
71		assumes all risks of loss to the
72		maintenance from that date, and
73		time of taking occupancy.
74*		(b) CHECK IF PROPERTY IS SI
75		subject to a lease(s) after Closing
76		facts and terms thereof shall be
77		be delivered to Buyer, all within
78		that the lease(s) or terms of occ
79		delivery of written notice of such
80		and Buyer shall be refunded the
81		this Contract. Estoppel Letter(s)
82		is intended to be occupied by Se
83*	7.	ASSIGNABILITY: (CHECK ONE): E
84*		this Contract; I may assign but no
85		Contract.
86		
87	8.	FINANCING:
88*		× (a) Buyer will pay cash for the
89		Buyer's obligation to close. If Buyer
90		acknowledges that any terms and c
91		affect or extend the Buyer's obligatio
92*		☐ (b) This Contract is contingent up
93*		□ VA or □ other
94*		days after Effective Date ("Loan Co
95*		adjustable rate loan in the Loan Amo
96*		(if left blank, then prevailing rate ba
97		then 30) years ("Financing").

Upon Buyer's receipt of Loan Comm 104 receive Loan Commitment by Loan ( 105 the earlier of: 106 Buver's Initials FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2 (i.) Buyer's delivery of writte 107 to waive the financing co 108 (ii.) 7 days prior to the Closin 109 8(b) (ii), shall not be mod 110 If either party timely cancels this Con 111 of this Contract, Buyer shall be re 112 obligations under this Contract. If no 113 then this financing contingency shall 114 If Buyer delivers written notice of re 115 close, the Deposit shall be paid to S 116 conditions of the Loan Commitmen 117 provisions of this Contract); (3) appr 118 of the Loan Commitment; or (4) the 119 the Deposit shall be returned to Buy 120 Contract. 121 ☐ (c) Assumption of existing mortgage 122\* ☐ (d) Purchase money note and moi 123\* 124

Buyer shall make mortgage loan an Effective Date and use good faith an Commitment") and thereafter to clos

status of mortgage loan application a

lender to disclose such status and pr

98\*

99 100

101

 CLOSING COSTS; TITLE INSURAN
 (a) COSTS TO BE PAID BY SELLE
 Documentary stamp taxes and surf 125 9. 126 127 • Owner's Policy and Charges (if Pai 128 Title search charges (if Paragraph ! 129 Municipal lien search (if Paragraph 130\* If, prior to Closing, Seller is unab 131 a sum equal to 125% of estimat 132 Closing. If actual costs to meet 133 pay such actual costs. Any unuse 134 (b) COSTS TO BE PAID BY BUYER 135 Taxes and recording fees on notes 136 Recording fees for deed and finance 137 • Owner's Policy and Charges (if Pai 138 Survey (and elevation certification, 139 Lender's title policy and endorseme 140 HOA/Condominium Association ap 141 Municipal lien search (if Paragraph 142 Other: 143\* (c) TITLE EVIDENCE AND INSURA 144\* then 5) days prior to Closing D 145 Florida licensed title insurer, wit 146 Commitment") and, after Closing 147 obtained and delivered to Buyer. 148 a copy shall be furnished to Bu 149 policy premium, title search and 150 set forth below. The title insurar 151 calculated and allocated in acco 152 mandated closing disclosures an 153 (CHECK ONE): 154 ☐ (i) Seller shall designate Clos 155\* premium for Buyer's lender's 156 endorsements and loan closing 157 provider(s) as Buyer may select; 158 ☐ (ii) Buyer shall designate Clos 159\* services related to Buyer's lender 160 × (iii) [MIAMI-DADE/BROWAR 161\* policy of title insurance or other 162

Buyer's Initials FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2 evidence, which is acceptable to 163 and (C) municipal lien search. 164 Buyer's owner's policy, and if a 165 than \$ (if left 166\* performed by Closing Agent. 167 (d) **SURVEY:** On or before Title Ev 168 surveyed and certified by a regis 169 Property, a copy shall be furnished 170 (e) **HOME WARRANTY**: At Closing 171\* 172\* warranty plan provides for repair 173 appliances in the event of breakc 174 SPECIAL ASSESSMENTS: At ( (f) 175 ("public body" does not include a 176 ratified before Closing; and (ii) t 177 improvement which is substantia 178 imposed on the Property before 179 be paid in installments (CHECK 180 ☐ (a) Seller shall pay installment 181\* Installments prepaid or due for th 182 imes (b) Seller shall pay the assess 183\* IF NEITHER BOX IS CHECKED, 184 This Paragraph 9(f) shall not app 185 (CDD) pursuant to Chapter 190, 186 187 10. DISCLOSURES: 188 RADON GAS: Radon is a natural 189 sufficient quantities, may present 190 exceed federal and state guideling 191 192 radon and radon testing may be

193 194 195 196	(c)	Seller does not know of any important made pursuant to permits which
197		or desires additional information
198	(d)	<b>FLOOD ZONE; ELEVATION CE</b>
199		zone the Property is in, whether
200		improving the Property and rebui
201		or "Coastal Barrier Resources A
202		and Wildlife Service under the Co
203		and /or flood insurance rating pu
204		coverage through the National F
205*		§4012a, Buyer may terminate th
206		then 20) days after Effective Da
207		Seller from all further obligation
208		buildings and flood zone desig
209		additional fees or adjust premit
210		(residential structures in which t
211	(-)	elevation certificate may be requi
212	(e)	,
213	<b>/t</b> /	Brochure required by Section 553
214	(f)	<b>LEAD-BASED PAINT:</b> If Prope
215	(a)	mandatory. <b>HOMEOWNERS' ASSOCIATIO</b>
216	(g)	
217		CONTRACT UNTIL BUYI
218	Buyer's In FloridaRe	anitials
219 220 221	(h)	PROPERTY TAX DISCLOSURE PROPERTY TAXES AS THE AN

222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237	·	IMPROVEMENTS TRIGGERS HIGHER PROPERTY TAXES. I THE COUNTY PROPERTY APP i) FIRPTA TAX WITHHOLDING: Some the Foreign Investment in Real which may require Seller to prove provide Buyer, at or prior to Closs Buyer and Closing Agent that no to FIRPTA. Buyer and Seller are rights, obligations, reporting and seller are not readily observable and preceding sentence, Seller extern express or implied, as to the physician writing Seller has received no currently uncorrected building, en
238		PROPERTY MAINTEN
239 240 241	F	PROPERTY MAINTENANCE: Exce Property, including, but not limited to S Maintenance Requirement").
242 243* 244	_	PROPERTY INSPECTION; RIGHT 1 a)
245		as
246 247		
247		
249		
250		
251		
252		
253		
254		
255		
256		
257	(	b) WALK-THROUGH INSPECTION
258		prior to time of Closing, as spec

259 260 261 262 263 264 265 266 267 268 269 270	(and follow-up walk-through, if Personal Property are on the Property AS IS Maintenance Requirement (c) SELLER ASSISTANCE AND inspection of the Property idention Buyer all plans, written docume relating to improvements to the promptly cooperate in good faith resolve such Permit issues. Se authorizations, consents, or other of such repairs or work prepared become obligated to expend, any
	Buyer's Initials
271 272 273 274	(d) <b>ASSIGNMENT OF REPAIR AN</b> cost, Seller will, at Closing, assig to Buyer.
275 276 277 278 279 280 281 282 283 284	and other items is authorized, and against within the State of Florida and, subject of this Contract. Failure of funds to be demands for the Deposit are received may take such actions permitted by for liabilities under this Contract, Against the parties agree to its disburdetermine the rights of the parties, or
	of the dispute. An attorney who rer

285 286	action. Upon notifying all parties corexcept to the extent of accounting broker, Agent will comply with provi
287	
288	escrow disputes through mediation, a
289	Any proceeding between Buyer and
290	or in any proceeding where Agent in
291	attorney's fees and costs incurred,
292	Agent shall not be liable to any party
293	due to Agent's willful breach of this C
294	or termination of this Contract.
	PROFESSIONAL ADVICE; BROKE
296	square footage, and all other facts a
297	professionals for legal, tax, environm
298	and the transaction contemplated by
299	Property and that all representations
300	public records. BUYER AGREES
301	GOVERNMENTAL AGENCIES FOR
302	FACTS THAT MATERIALLY AFFE
303	WRITTEN OR OTHERWISE) OF
304	individually indemnifies, holds harr
305	employees from all liability for loss of
306	at all levels, suffered or incurred by
307	with or arising from claims, demands
308	information provided by the Indemnif
309	failure to perform contractual obligat
310	beyond the scope of services reg
311	recommendation or retention of any
312	provided by any such vendor for, o
313	vendor. Buyer and Seller each assur
314	and paying their other costs under th
315	relieve Broker of statutory obligation
316	Broker will be treated as a party to
317	Contract.
318	DE
319 <b>15</b> .	DEFAULT:
320	(a) <b>BUYER DEFAULT:</b> If Buyer fa
321	including payment of the Depos
322	Deposit for the account of Selle
323	Contract, and in full settlement of

324 325	obligations under this Contract, o to enforce Seller's rights under t
	Buyer's Initials
326	default by Buyer, shall be split e
327	Cooperating Broker's share shall
328	pay to Cooperating Broker.
329	(b) <b>SELLER DEFAULT</b> : If for any
330	reasonable diligent effort, Seller
331	Buyer may elect to receive return
332	from Seller's breach, and, pursu
333	performance.
334	This Paragraph 15 shall survive Clos
335	16. DISPUTE RESOLUTION: Unresolve
336	Seller arising out of, or relating to,
337	settled as follows:
338	(a) Buyer and Seller will have 10 da
339	resolve such Dispute, failing which
340	16(b).
341	(b) Buyer and Seller shall attempt to
342	Rules for Certified and Court-App
343	The mediator must be certified of
344	sought without first complying wi
345	may be resolved by instituting ac
346	16 shall survive Closing or termin
347	17. ATTORNEY'S FEES; COSTS: The
348	by this Contract, and each party will
349	conducting the mediation. In any lit
350	recover from the non-prevailing party
351	the litigation. This Paragraph 17 shal

354 TITLE EVIDENCE; RESTRICT 355 Paragraph 9(c), the Title Commitme 356 shall be issued and delivered to Buy 357 Seller at or before Closing and shall 358 insurance in the amount of the Purc 359 Real Property, subject only to the fo 360 use restrictions, prohibitions and red 361 appearing on the Plat or otherwise 362 record without right of entry; (d) unp 363 lines and not more than 10 feet in wi 364 for year of Closing and subsequent y 365 additional items, attach addendum); 366 If there exists at Closing any violatio 367 defect. Marketable title shall be dete 368 Florida Bar and in accordance with la 369 (ii) TITLE EXAMINATION: Buyer s 370 Seller in writing specifying defect(s), 371 it is delivered to Buyer less than 5 d 372 date of receipt to examine same in a 373 after receipt of Buyer's notice to ta 374 Seller, Buyer shall be deemed to have 375 will deliver written notice to Buyer (v 376 will close this Contract on Closing [ 377 Seller's notice). If Seller is unable 378 expiration of Cure Period, deliver wr 379 exceed 120 days within which Seller 380 ("Extended Cure Period"); or (b) ele 381 Buyer's Initials FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2

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18. STANDARDS:

STANDARDS FOI

## STANDARDS FOR REAL Date (or if Closing Date has passed 382 receipt of Seller's notice), or (c) elec 383 releasing Buyer and Seller from all fu 384 is unable to timely cure defects, and 385 shall receive a refund of the Depos 386 Contract. 387 B. SURVEY: If Survey discloses e 388 encroach on setback lines, easeme 389 governmental regulations described 390 such matters, together with a copy of 391 than Closing. If Buyer timely delivers 392 Survey shall constitute a title defect, 393 prior survey, Seller shall, at Buyer's 394 preparation of such prior survey, to the 395 C. INGRESS AND EGRESS: Seller 396 the Real Property is insurable in a 397 access. 398 D. LEASE INFORMATION: Seller s 399 tenant(s)/occupant(s) specifying nat 400 deposits paid by tenant(s) or occupa-401 the same information shall be furnish 402 and Buyer may thereafter contact to 403 Seller's affidavit, if any, differ ma 404 Paragraph 6, or if tenant(s)/occupant 405 to Seller within 5 days after receipt o 406 this Contract and receive a refund o 407 under this Contract. Seller shall, at 408 obligations thereunder. 409 **LIENS:** Seller shall furnish to E 410 statement, claims of lien or potentia 411 repairs to the Real Property for 90 412 improved or repaired within that time 413 general contractors, subcontractors, 414 names of all such general contract 415 charges for improvements or repairs 416 have been paid or will be paid at Clos 417 TIME: Calendar days shall be u 418 Other than time for acceptance and 419

occur on a Saturday, Sunday, or a na Property is located) of the next busin G. FORCE MAJEURE: Buyer or Se 423 liable to each other for damages so I 424 or prevented by Force Majeure. "F 425 unusual transportation delays, wars. 426 diligent effort, the non-performing pa 427 including Closing Date, will be exter 428 Contract, provided, however, if such 429 than 14 days beyond Closing Date. 430 the other and the Deposit shall be 431 obligations under this Contract. 432 H. CONVEYANCE: Seller shall co 433 personal representative's, or guardi 434 described in STANDARD A and th 435 transferred by absolute bill of sale w 436 this Contract. 437 **CLOSING LOCATION; DOCUM** 438 Buyer's Initials FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2

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421 422

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## STANDARDS FOR REAL

(i) **LOCATION:** Closing will take p

	• • • • • • • • • • • • • • • • • • • •
440	attorney or other closing agent ("Cl
441	insurance, or, if no title insurance, de
442	(ii) <b>CLOSING DOCUMENTS</b> : Seller
443	sale, certificate(s) of title or other
444	affidavit(s), owner's possession and
445	with paid receipts for all work done of
446	applicable the survey, flood elevation
447	(iii) <b>PROCEDURE:</b> The deed shall b
448	provides insurance against adverse

449	procedure required by STANDARD
450 451	closing funds, disburse at Closing to J. ESCROW CLOSING PROCEDU
452	for insurance against adverse matter
453	escrow and closing procedures shall
454	for a period of not more than 10 day
455	of Buyer, Buyer shall, within the 10 c
456	from date of receipt of such notificat
457	and all Closing funds paid by Buyer s
458	simultaneously with such repayment
459	convey the Property to Seller by sp
460	demand for refund of the Deposit, Bu
461	defect except as may be available to
462	K. PRORATIONS; CREDITS: The
463	of the day prior to Closing Date, or d
464	(including special benefit tax assessr
465	and other expenses of Property.
466	assumable, in which event premiums
467	be required by prorations to be made
468	be credited to Buyer. Escrow deposit
469	based on current year's tax with du
470	exemptions. If Closing occurs on a d
471	available, taxes will be prorated by
472	assessment is not available, then tax
473	on the Real Property by January 1st
474	of prior year, then taxes shall be pro
475	agreed upon between the parties, fa
476	informal assessment taking into account
477	either party's request, be readjuste
478	Closing.
479	L. ACCESS TO PROPERTY TO
480	shall, upon reasonable notice, prov
481	including a walk-through (or follow-up
482	M. RISK OF LOSS: If, after Effecti
483	("Casualty Loss") and cost of restora
484	not exceed 1.5% of Purchase Price,
485	pursuant to terms of this Contract. If
486	cost to complete restoration (not to e
487	restoration exceeds escrowed amou
488	Price). Any unused portion of escrov
400	

Deposit, thereby releasing Buyer and with respect to tree damage by casua N. 1031 EXCHANGE: If either Selle 492 Closing or deferred) under Section 493 cooperate in all reasonable respect 494 **Buver's Initials** FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2 STANDARDS FOR REAL however, cooperating party shall inc 495 contingent upon, nor extended or del 496 O. CONTRACT NOT RECORDAR 497 **EXECUTION:** Neither this Contract r 498 be binding on, and inure to the be 499 Whenever the context permits, singu 500 given by or to the attorney or broker 501 as effective as if given by or to tha 502 delivery or electronic (including "pdf" 503 any signatures hereon shall be cons 504 of electronic signatures, as determine 505 P. INTEGRATION; MODIFICATION 506 of Buyer and Seller with respect to 507 representations shall be binding up 508 change in this Contract shall be valid 509 intended to be bound by it. 510 Q. WAIVER: Failure of Buyer or Sel 511 Contract, or to take advantage of any 512 rights. 513 RIDERS; ADDENDA; TYPEWR 514 or handwritten provisions shall contro 515 **COLLECTION or COLLECTED** 516

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conditions upon which the lender is 522 pre-approval letter nor a prequalificat 523 U. APPLICABLE LAW AND VENU 524 of Florida and venue for resolution of 525 county where the Real Property is loc 526 FOREIGN INVESTMENT IN RE 527 "foreign person" as defined by FIRP 528 property to withhold up to 15% of the 529 to the Internal Revenue Service (IRS 530 obtained a Withholding Certificate 531 complexity and potential risks of 532 compliance, particularly if an "exemp 533 (i) No withholding is required under 534 proof of same from Seller, which m 535 signed under penalties of perjury, st 536 taxpayer identification number and h 537 26 CFR 1.1445-2(b). Otherwise, Buy 538 on the transfer and timely remit said 539 (ii) If Seller has received a Withho 540 withholding in this transaction and p 541 sum, if any required, and timely remit 542 (iii) If prior to Closing Seller has sub 543 has provided to Buyer the notice requ 544 received as of Closing, Buyer shall, 545 Seller on the transfer and, at Buyer's 546 funds in escrow, at Seller's expense 547 by the parties, to be subsequently di 548 remitted directly to the IRS if the Sell-549 (iv) In the event the net proceeds of 550 transaction, Seller shall deliver to B 551 **Buyer's Initials** FloridaRealtors/FloridaBar-ASIS-4x Rev.2/16 © 2

received, including Deposits, have Escrow Agent or Closing Agent. (may be delayed by Closing Age accounts.

LOAN COMMITMENT: "Loan C

51/

518 519 520

## STANDARDS FOR REAL

552 553 554 555 556 557 558 559 560 561 562 563	applicable requirement and to disbursement in accordance with (v). Upon remitting funds to the 8288 and 8288-A, as filed.  W. RESERVED  X. BUYER WAIVER OF CL.	vith the ne IRS
564* 565	<ul> <li>19. ADDENDA: The following additional this Contract (Check if applied A. Condominium Rider</li> <li>B. Homeowners' Assn.</li> <li>C. Seller Financing</li> <li>D. Mortgage Assumption</li> <li>E. FHA/VA Financing</li> <li>F. Appraisal Contingency</li> <li>G. Short Sale</li> <li>H. Homeowners/Flood Ins.</li> <li>J. Interest-Bearing Acct.</li> </ul>	
566* 567 568 569 570 571 572 573	20. ADDITIONAL TERMS: Seller Seller and Buyer agree that Seller agrees to allow Closin marketable title.  Closing agent will be Independent	inspec g Agei

575 576 577	
578	
579	
580	
581	
582	
583	
584*	☐ Seller counters Buyer's offer (to acce
585	deliver a copy of the acceptance to Seller
586*	☐ Seller rejects Buyer's offer.
587 588	THIS IS INTENDED TO BE A LEGAL ADVICE OF AN ATTORNEY PRIOR TO
589	THIS FORM HAS BEEN APPROVED BY
590	
591	
	Buyer's Initials
592 593	
594	AN ASTERISK (*) FOLLOWING A LINE I
595	BE COMPLETED.
596	

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	an Fratis
597*	Buyer:
598	
599*	Buyer:
600	
601*	Seller:
602	
603*	Seller:
604	
001	
605	Buyer's address for purposes of notice
606*	libertytrustgroupllc@gmail.com
607*	415-573-6448
608*	
600	BROKER: Listing and Cooperating Broke
609 610	to compensation in connection with this
611	to disburse at Closing the full amount of
612	parties and cooperative agreements betw
613	escrowed funds. This Contract shall not
614	Broker to Cooperating Brokers.
615*	Keith P. Mahl
616	Cooperating Sales Associate, if any
617*	<del></del>
618	Cooperating Broker, if any

A COLUMN TWO IS NOT THE OWNER.

Buyer's Initials	
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Software and added for	rmatting © 2016
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JAY PARTEEK	IVILIXVIIV
	0
4605 NW 48TH ST TAMARA	AC FL 33319
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