

"AS IS" Residential Contract

For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY

THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** MERVIN HORWITZ REV TR
2* and JAY PARTEEK

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

6 1. PROPERTY DESCRIPTION:

- 7* (a) Street address, city, zip: 4605 NW 48TH ST TAMARAC 33319
8* (b) Property is located in: BROWARD County, Florida. Re
9* (c) Real Property: The legal description is Legal Description as Shown in Public Records

10
11 together with all existing improvements and fixtures, including
12 attached wall-to-wall carpeting and flooring ("Real Property")
13 by other terms of this Contract.

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

21
22 Personal Property is included in the Purchase Price, has no
23* (e) The following items are excluded from the purchase:
24

25 PURCHASE PRICE AND

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

- 27* (a) Initial deposit to be held in escrow in the amount of (**checks**)
28 The initial deposit made payable and delivered to "Escrow A
29* (**CHECK ONE**): (i) accompanies offer or (ii) is to be m
30 blank, then 3) days after Effective Date. IF NEITHER BOX I

31 OPTION ("I") SHALL BE DEEMED SELECTED

OPTION (ii) SHALL BE DEEMED SELECTED.

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

- (b) Additional deposit to be delivered to Escrow Agent within _____ days after Effective Date
(All deposits paid or agreed to be paid, are collectively referred to as "Deposits")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount")

(d) Other: _____

(e) Balance to close (not including Buyer's closing costs, preparation fees, transfer or other **COLLECTED** funds)

NOTE: For the definition of "COLLECTION" or "COLLECTOR"

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFER

- (a) If not signed by Buyer and Seller, and an executed
2 days, this offer shall be deemed withdrawn
to Buyer. Unless otherwise stated, time for acceptance of an offer begins
on the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the parties
initialled and delivered this offer or final counter-offer ("Effective Date").

CLOSING DATE: Unless modified by other provisions of this Contract,
and the closing documents required to be furnished by each party,
("Closing") on or about 10/27/2016 ("Closing Date").

Buyer's Initials J F

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5. EXTENSION OF CI USING DATE:

- EXTENSION OF CLOSING DATE:**

 - (a) If Paragraph 8(b) is checked and Closing funds from Buyer to Consumer Financial Protection Bureau Closing Disclosure then Closing Date shall be extended for such period necessary period shall not exceed 10 days.
 - (b) If extreme weather or other condition or event constituting

60 disruption or utilities or other services essential for Closing
61 insurance, to become unavailable prior to Closing, Closing
62 after restoration of utilities and other services essential to C
63* Flood or Homeowners' insurance. If restoration of such utili
not occurred within _____ (if left blank, then 14) days at
64 this Contract by delivering written notice to the other party,
65 releasing Buyer and Seller from all further obligations under

66 **6. OCCUPANCY AND POSSESSION:**

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall,
68 the Property to Buyer free of tenants, occupants and future
69 removed all personal items and trash from the Property
70 access devices and codes, as applicable, to Buyer. If occ
71 assumes all risks of loss to the Property from date of
72 maintenance from that date, and shall be deemed to have a
73 time of taking occupancy.
- 74* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR**
75 subject to a lease(s) after Closing or is intended to be rented
76 facts and terms thereof shall be disclosed in writing by Seller
77 be delivered to Buyer, all within 5 days after Effective Date
78 that the lease(s) or terms of occupancy are not acceptable
79 delivery of written notice of such election to Seller within 5
80 and Buyer shall be refunded the Deposit thereby releasing
81 this Contract. Estoppel Letter(s) and Seller's affidavit shall b
82 is intended to be occupied by Seller after Closing, see Rider

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

86 **FINANCING**

87 **8. FINANCING:**

- 88* (a) Buyer will pay cash for the purchase of the Property
89 Buyer's obligation to close. If Buyer obtains a loan for any p
90 acknowledges that any terms and conditions imposed by Buye
91 affect or extend the Buyer's obligation to close or otherwise affe
92* (b) This Contract is contingent upon Buyer obtaining a written
93* VA or other _____ (describe) loan on the follo
94* days after Effective Date ("Loan Commitment Date") for (**CH**
95* adjustable rate loan in the Loan Amount (See Paragraph 2(c)),
96* (if left blank, then prevailing rate based upon Buyer's creditwo
97 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
100 Commitment") and thereafter to close this Contract. Buyer shall
101 status of mortgage loan application and Loan Commitment and
102 lender to disclose such status and progress to Seller and Broker
103

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

Buyer's Initials J P

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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;
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 thereunder
113 obligations under this Contract. If neither party has timely canceled
114 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
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 financial
120 reasons. In the event of any of the above conditions, the Deposit shall be returned to Buyer, thereby releasing Buyer from
121 the Contract.

- 122* (c) Assumption of existing mortgage (see rider for terms).
123* (d) Purchase money note and mortgage to Seller (see riders);

125 9. **CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WA**

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

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

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

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

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

144* (c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if I

145 then 5) days prior to Closing Date ("Title Evidence Dead
146 Florida licensed title insurer, with legible copies of instrum
147 Commitment") and, after Closing, an owner's policy of title
148 obtained and delivered to Buyer. If Seller has an owner's p
149 a copy shall be furnished to Buyer and Closing Agent with
150 policy premium, title search and closing services (collectivel
151 set forth below. The title insurance premium charges for t
152 calculated and allocated in accordance with Florida law, b
153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

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

J P

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

168 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer must
169 be surveyed and certified by a registered Florida surveyor ("Surveyor").
170 Property, a copy shall be furnished to Buyer and Closing Agent.
171*

172* (e) **HOME WARRANTY:** At Closing, Buyer Seller Not
173 at a cost of _____
174 warranty plan provides for repair or replacement of many of
175 the major household appliances in the event of breakdown due to normal wear and
176 tear.

177 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i)
178 ("public body" does not include a Condominium or Homeowners
179 Association) the amount of the public benefit assessment(s) for any
180 improvement which is substantially complete as of Effective Date
181* imposed on the Property before Closing. Buyer shall pay any
182 assessments imposed on the Property after Closing.
183* (ii) Seller shall pay the amount of any special benefit tax
184 imposed on the Property before Closing.
185 This Paragraph 9(f) shall not apply to a special benefit tax
186 (CDD) pursuant to Chapter 190, F.S., which lien shall be paid
187 in installments (**CHECK ONE**):

188 (a) Seller shall pay installments due prior to Closing and
189 Installments prepaid or due for the year of Closing shall be paid
190 by Seller.
191 (b) Seller shall pay the assessment(s) in full prior to or at
192 Closing.
IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL APPLY.
This Paragraph 9(f) shall not apply to a special benefit tax
(CDD) pursuant to Chapter 190, F.S., which lien shall be paid
in installments.

DISCLOSURES

10. DISCLOSURES:

188 (a) **RADON GAS:** Radon is a naturally occurring radioactive
189 element. In sufficient quantities, may present health risks to persons who
190 live in homes where radon levels exceed federal and state guidelines have been found in buildings.
191

192 radon and radon testing may be obtained from your county Health Department or
193 the Florida Department of Health.

- 193 (b) **PERMITS DISCLOSURE:** Except as may have been disc
194 Seller does not know of any improvements made to the Prop
195 or made pursuant to permits which have not been properly co
196 (c) **MOLD:** Mold is naturally occurring and may cause health r
197 or desires additional information regarding mold, Buyer shou
198 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is as
199 zone the Property is in, whether flood insurance is required
200 improving the Property and rebuilding in the event of casua
201 or "Coastal Barrier Resources Act" designated area or othe
202 and Wildlife Service under the Coastal Barrier Resources A
203 and /or flood insurance rating purposes is below minimum
204 coverage through the National Flood Insurance Program o
205*, §4012a, Buyer may terminate this Contract by delivering w
206 then 20) days after Effective Date, and Buyer shall be re
207 Seller from all further obligations under this Contract, fa
208 buildings and flood zone designation of Property. The
209 additional fees or adjust premiums for pre-Flood Insuran
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 o
213 Brochure required by Section 553.996, F.S.
214 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 resi
215 mandatory.
216 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOS
217 CONTRACT UNTIL BUYER HAS RECEIVED
218 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICAB**

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- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHO
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY T
221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE

TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. IMPROVEMENTS TRIGGERS REASSESSMENTS OF 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 the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require Seller to provide additional cash at Closing. Seller shall provide Buyer, at or prior to Closing, a certification of non-fraudulent intent to Buyer and Closing Agent that no withholding is required. Seller shall refer 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 material to the business of the Company which are not readily observable and which have not been disclosed in the preceding sentence. Seller extends and intends no warranty, express or implied, as to the physical condition or history of the property, writing. Seller has received no written or verbal notice from any governmental authority concerning any currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTION

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear, the lessee shall maintain the property, including, but not limited to, lawn, shrubbery, and pools, in accordance with the "IS Maintenance Requirement".

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 days after Effective Date ("Inspection Period") within which to inspect the Property and to cancel this Contract if, in Buyer's sole discretion, that the Property is not acceptable to Buyer. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer and Seller shall be released of all further obligations under this Contract. Seller shall be responsible for prompt payment for such inspections, and shall pay for any damage to the Property resulting from such inspections, and shall provide Buyer with a copy of the inspection reports. The right to terminate this Contract shall survive the cancellation of this Contract and shall not be exercised by Buyer if Buyer fails to timely exercise the right to terminate granted herein, Buyer fails to timely cancel this Contract, or if Buyer terminates this Contract due to any violation of governmental, building, environmental, or zoning requirements, but subject to Seller's continuing AS IS obligation to repair any and all repairs and improvements required by such inspection reports.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the date specified by Buyer, Buyer or Buyer's agent shall conduct a walk-through inspection of the Property prior to time of Closing, as specified by Buyer, Buyer or Buyer's agent.

259 (and follow-up walk-through, if necessary) inspection of
260 Personal Property are on the Property and to verify that Sel
261 AS IS Maintenance Requirement and has met all other cont
262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLO**
263 inspection of the Property identifies open or needed build
264 Buyer all plans, written documentation or other information
265 relating to improvements to the Property which are the su
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
269 of such repairs or work prepared, but in fulfilling such oblig
270 become obligated to expend, any money.

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271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRA**
272 cost, Seller will, at Closing, assign all assignable repair, trea
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 the
277 within the State of Florida and, subject to **COLLECTION**, disburse
278 of this Contract. Failure of funds to become **COLLECTED** shall
279 demands for the Deposit are received, or Agent has a good fa
280 may take such actions permitted by this Paragraph 13, as Agent
281 or liabilities under this Contract, Agent may, at Agent's option,
282 until the parties agree to its disbursement or until a final jud
283 determine the rights of the parties, or Agent may deposit same
284

of the dispute. An attorney who represents a party and also

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of the dispute. An attorney who represents a party and also
action. Upon notifying all parties concerned of such action, all
except to the extent of accounting for any items previously
broker, Agent will comply with provisions of Chapter 475, F.S.
escrow disputes through mediation, arbitration, interpleader or a
Any proceeding between Buyer and Seller wherein Agent is made
or in any proceeding where Agent interpleads the subject matter
attorney's fees and costs incurred, to be paid pursuant to court
Agent shall not be liable to any party or person for mis-delivery
due to Agent's willful breach of this Contract or Agent's gross negligence
or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises
square footage, and all other facts and representations made by
professionals for legal, tax, environmental, and other specialized
and the transaction contemplated by this Contract. Broker represents
Property and that all representations (oral, written or otherwise)
public records. **BUYER AGREES TO RELY SOLELY ON SUCH
GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY
FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT
WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller
individually indemnifies, holds harmless, and releases Broker and
employees from all liability for loss or damage, including all costs
at all levels, suffered or incurred by Broker and Broker's officers
with or arising from claims, demands or causes of action instituted
information provided by the Indemnifying Party or from public records;
failure to perform contractual obligations; (iii) Broker's performance
beyond the scope of services regulated by Chapter 475,
recommendation or retention of any vendor for, or on behalf of, Indemnifying
provided by any such vendor for, or on behalf of, Indemnifying
vendor. Buyer and Seller each assumes full responsibility for settling
and paying their other costs under this Contract whether or not
relieve Broker of statutory obligations under Chapter 475, F.S.,
Broker will be treated as a party to this Contract. This Paragraph
Contract.

318 319 320 321 322 323 **DEFAULT AND DISPUTE RESOLUTION**

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to
including payment of the Deposit, within the time(s) specified
Deposit for the account of Seller as agreed upon liquidating
Contract, and in full settlement of any claims, whereupon
Broker will be treated as a party to this Contract. This Paragraph
Contract.

Buyer's Initials

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default by Buyer, shall be split equally between Listing Broker and Cooperating Broker's share shall not be greater than the amount paid to Cooperating Broker.

- (b) **SELLER DEFAULT:** If for any reason other than failure to make reasonable diligent effort, Seller fails, neglects or refuses to perform any obligation under this Contract, Buyer may elect to receive return of Buyer's Deposit without incurring any liability from Seller's breach, and, pursuant to Paragraph 16, may terminate this Contract.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and disputes between Buyer and Seller arising out of, or relating to, this Contract or its breach, shall be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting parties receive notice of a dispute to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit the Dispute to mediation in accordance with the Florida Rules for Certified and Court-Appointed Mediators and Chapter 16(b). The mediator must be certified or must have experience in the subject matter of the Dispute. The Dispute may be sought without first complying with this Paragraph 16(b). Disputes not resolved by mediation may be resolved by instituting action in the appropriate court. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any attorney's fees or costs incurred by either party in connection with this Contract, and each party will pay their own costs, expenses and attorney's fees incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party may recover from the non-prevailing party costs and fees, including attorney's fees, incurred in the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

353 18. STANDARDS:**A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMI
356 Paragraph 9(c), the Title Commitment, with legible copies of i
357 shall be issued and delivered to Buyer. The Title Commitment
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) comp
361 use restrictions, prohibitions and requirements imposed by go
362 appearing on the Plat or otherwise common to the subdivision
363 record without right of entry; (d) unplatting public utility easeme
364 lines and not more than 10 feet in width as to rear or front lines
365 for year of Closing and subsequent years; and (f) assumed mo
366 additional items, attach addendum); provided, that, none preve
367 If there exists at Closing any violation of items identified in (b) -
368 defect. Marketable title shall be determined according to applic
369 Florida Bar and in accordance with law.**

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after rec
371 Seller in writing specifying defect(s), if any, that render title unm
372 it is delivered to Buyer less than 5 days prior to Closing Date,
373 date of receipt to examine same in accordance with this STAND
374 after receipt of Buyer's notice to take reasonable diligent effo
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 acceptab
377 will close this Contract on Closing Date (or if Closing Date ha
378 Seller's notice). If Seller is unable to cure defects within Cu
379 expiration of Cure Period, deliver written notice to Seller: (a) e
380 exceed 120 days within which Seller shall continue to use reason
381 ("Extended Cure Period"); or (b) electing to accept title with ex

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STANDARDS FOR REAL ESTATE TRANSACTION

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
384 releasing Buyer and Seller from all further obligations under this
385 Contract if Seller fails to timely cure defects, and Buyer does not waive the
386 right to terminate the Contract. In such event, Buyer shall receive a refund of the Deposit,
387 thereby releasing Buyer from all obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or encroach on setback lines, easements, or lands of others, or violate governmental regulations described in STANDARD A (i)(a), (b) or such matters, together with a copy of Survey, to Seller within 5 days after Closing. If Buyer timely delivers such notice and Survey to Seller, Survey shall constitute a title defect, subject to cure obligations. In the event of a title defect due to a prior survey, Seller shall, at Buyer's request, execute an affidavit in support of the preparation of such prior survey, to the extent the affirmations therein are true.

396 **C. INGRESS AND EGRESS:** Seller represents that there is in
397 the Real Property is insurable in accordance with STANDAR
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior
400 to Closing, furnish Buyer with information concerning all tenant(s)/occupant(s) specifying nature and duration of occupancy and deposits paid by tenant(s) or occupant(s) ("Estoppe Letter(s)").
401 the same information shall be furnished by Seller to Buyer within 10 days after Closing and Buyer may thereafter contact tenant(s) or occupant(s) to verify the information furnished by Seller.
402 Seller's affidavit, if any, differ materially from Seller's representations in Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm the information furnished by Seller within 5 days after receipt of such information, but no later than 10 days after Closing, Seller may terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer from all obligations under this Contract. Seller shall, at Closing, deliver and assign to Buyer all rights and obligations thereunder.

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410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit
411 statement, claims of lien or potential lienors known to Seller as
412 repairs to the Real Property for 90 days immediately preceding
413 improved or repaired within that time, Seller shall deliver releases
414 general contractors, subcontractors, suppliers and materialmen
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.

F. TIME: Calendar days shall be used in computing time per Other than time for acceptance and Effective Date as set forth

420 dates specified in this Contract, whether preprinted, handwritten
421 occur on a Saturday, Sunday, or a national legal holiday (see 5
422 Property is located) of the next business day.

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

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

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

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STANDARDS FOR REAL ESTATE TRANSACTION

- 439 (i) **LOCATION:** Closing will take place in the county where
440 attorney or other closing agent ("Closing Agent") designated by
441 insurance, or, if no title insurance, designated by Seller. Closing
442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing
443 sale, certificate(s) of title or other documents necessary to
444 affidavit(s), owner's possession and no lien affidavit(s), and as
445 with paid receipts for all work done on the Property pursuant to
446 applicable the survey, flood elevation certification, and documentation
447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTOR**
448 provides insurance against adverse matters pursuant to Section

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS,

shall, upon reasonable notice, provide utilities service and advice including a walk-through (or follow-up walk-through if necessary).

M. RISK OF LOSS: If, after Effective Date, but before Closing

("Casualty Loss") and cost of restoration (which shall include costs not exceeding 1.5% of Purchase Price, cost of restoration shall be pursuant to terms of this Contract. If restoration is not completed within 120 days from date of notice to Seller to commence restoration, cost to complete restoration (not to exceed 1.5% of Purchase Price) will be paid by Seller. If cost of restoration exceeds escrowed amount, Seller shall pay such additional amount (not to exceed 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller.

489 Purchase Price, Buyer shall elect to either take Property as is
490 Deposit, thereby releasing Buyer and Seller from all further obligation
491 with respect to free damage by casualty or other natural occurrence.
492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into
493 Closing or deferred) under Section 1031 of the Internal Revenue
494 cooperate in all reasonable respects to effectuate the Exchange.

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495 however, cooperating party shall incur no liability or expense resulting
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
499 be binding on, and inure to the benefit of, the parties and
500 Whenever the context permits, singular shall include plural and
501 given by or to the attorney or broker (including such broker's representative)
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 electronic
504 any signatures hereon shall be considered for all purposes as a
505 of electronic signatures, as determined by Florida's Electronic Signatures Law.

506 **P. INTEGRATION; MODIFICATION:** This Contract contains the entire agreement
507 of Buyer and Seller with respect to the transaction contemplated. Any
508 representations shall be binding upon Buyer or Seller unless otherwise
509 change in this Contract shall be valid or binding upon Buyer or Seller
510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with any provision
512 of this Contract, or to take advantage of any right under this Contract,
513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN**
515 or handwritten provisions shall control all printed provisions of this Contract.

516 **S. COLLECTION or COLLECTED: "COLLECTION" or "C**

517 received, including Deposits, have become actually and fir
518 Escrow Agent or Closing Agent. Closing and disbursements
519 may be delayed by Closing Agent until such amounts
520 accounts.

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement
522 conditions upon which the lender is willing to make a particular loan.
523 No pre-approval letter nor a prequalification letter shall be deemed
524

525 **U. APPLICABLE LAW AND VENUE:** This Contract shall be controlled
526 by the laws of the State of Florida and venue for resolution of all disputes, whether by
527 county where the Real Property is located.

528 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT**

529 "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue
530 Act, requires Seller to withhold up to 15% of the amount realized by the sale of
531 the property to withhold up to 15% of the amount realized by the seller.
532 Seller must file a Withholding Certificate with the IRS before the date
533 when the funds are to be paid to Seller. Buyer is responsible for the complexity and potential risks of FIRPTA, Buyer and Seller
534 must comply, particularly if an "exemption" is claimed on the sale.

535 (i) No withholding is required under Section 1445 if the Seller can provide
536 proof of same from Seller, which may include Buyer's receipt of a
537 signed under penalties of perjury, stating that Seller is not a foreign
538 taxpayer identification number and home address (or office address).
539 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable
540 amount on the transfer and timely remit said funds to the IRS.

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

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

551 (iv) In the event the net proceeds due Seller are not sufficient to
552 complete the transaction, Seller shall deliver to Buyer, at Closing, the additional
553 amount necessary to complete the transaction.

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

556 W. RESERVED

557 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, the Buyer waives all claims against the Seller and against any real estate licensee involved in the negotiation of this contract, including claims for defects pertaining to the physical condition of the Property or any other claim which may be subsequently discovered by the Buyer or anyone claiming through the Buyer. This provision does not relieve Seller's obligation to complete the transaction in accordance with the terms of this contract.*

563 ADDENDA AND ADDITIONAL TERMS

564* **19. ADDENDA:** The following additional terms are included in the
565 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 Considerations |
| <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 (Permit Required) |
| <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"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Options |

566* **20. ADDITIONAL TERMS:** Seller to allow Buyer access to property.
567 Seller and Buyer agree that inspection period shall be in business days.
568 Seller agrees to allow Closing Agent to extend closing date until marketable title.
569
570 Closing agent will be Independent Title of Fort Lauderdale, Inc.
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572
573

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583 **COUNTER-OFFER/REJE**

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

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

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

590 *Approval of this form by the Florida Realtors and The Florida Bar d*
591 *and conditions in this Contract should be accepted by the parties*

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592 *should be negotiated based upon the respective interests, obje*
593 *persons.*

594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN
595 BE COMPLETED.
596

597*
598

Jay Prates
Jay Prates

599*
600

Buyer: _____

601*
602

Seller: _____

603*
604

Seller: _____

605
606*
607*
608*

Buyer's address for purposes of notice
libertytrustgroupllc@gmail.com

Seller

415-573-6448

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

615*
616

Keith P. Mahl
Cooperating Sales Associate, if any

K

List

617*
618

Cooperating Broker, if any

List

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MERVIN HORWITZ REV TR

JAY PARTEEK

4605 NW 48TH ST TAMARAC FL 33319

J P







J P



X

J



09/23/2016

JAY PARTEEK

