

"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

2* and _____ JAY PARTEEK

3 agree that Seller shall sell and Buyer

4 (collectively "Property") pursuant to the

5 Purchase and any riders and addenda ("C

6 **1. PROPERTY DESCRIPTION:**

7* (a) Street address, city, zip: 4605 N

8* (b) Property is located in: BROWAR

9* (c) Real Property: The legal description

10 _____ Legal Description as Shown

11

12 together with all existing improvements

13 attached wall-to-wall carpeting and

14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded

16 which are owned by Seller and included

17 purchase: range(s)/oven(s), refrigerator,

18 drapery rods and draperies, blinds,

19 gate and other access devices, and

20* Other Personal Property items included

21

22 Personal Property is included in the

23* (e) The following items are excluded

24 _____

25

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

27* (a) Initial deposit to be held in escrow

28 The initial deposit made payable to

29* **(CHECK ONE):** (i) ☐ accompanied by

30 blank, then 3) days after Effective Date

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OPTION ("I") SHALL BE DEEMED

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OPTION (ii) SHALL BE DEEMED
Escrow Agent Information: Name
Address: 2929 E. Commercial
Phone: 954.493.8288 E-m
(b) Additional deposit to be delivered
days after Effective Date
(All deposits paid or agreed to be
(c) Financing: Express as a dollar am
(d) Other: _____
(e) Balance to close (not including B
transfer or other **COLLECTED** fu
NOTE: For the definition of "CO
3. TIME FOR ACCEPTANCE OF OFFER
(a) If not signed by Buyer and
_____ 2 days _____, this
to Buyer. Unless otherwise state
day the counter-offer is delivered
(b) The effective date of this Contra
initialed and delivered this offer o
4. CLOSING DATE: Unless modified b
and the closing documents required
("Closing") on _____ or about 10/27/2

Buyer's Initials JP
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5. EXTENSION OF CLOSING DATE:
(a) If Paragraph 8(b) is checked and
to Consumer Financial Protection
then Closing Date shall be exten
period shall not exceed 10 days.
(b) If extreme weather or other con
disruption of utilities or other s

60 insurance, to become unavailable
61 after restoration of utilities and other
62 Flood or Homeowners' insurance
63* not occurred within _____ (if left blank, then 30 days)
64 this Contract by delivering written notice to Seller
65 releasing Buyer and Seller from all obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall deliver to Buyer
68 the Property to Buyer free of tenancy and all liens, and Seller shall
69 removed all personal items and appliances, and all keys, fobs, and
70 access devices and codes, as a condition of occupancy. Buyer shall
71 assumes all risks of loss to the Property from that date, and Seller shall
72 maintenance from that date, and Seller shall deliver to Buyer the
73 time of taking occupancy.

74* (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO A LEASE(S):** If the Property is
75 subject to a lease(s) after Closing, the lease(s) and all terms and
76 facts and terms thereof shall be delivered to Buyer, all within _____
77 be delivered to Buyer, all within _____ days after Closing. Buyer shall
78 that the lease(s) or terms of occupancy shall be delivered to Buyer
79 delivery of written notice of such occupancy to Buyer. If the Property
80 and Buyer shall be refunded the earnest money deposit if Seller fails to
81 this Contract. Estoppel Letter(s) shall be delivered to Buyer. If the Property
82 is intended to be occupied by Seller, Seller shall deliver to Buyer a

83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer shall assign this Contract to _____

84* this Contract; ☐ may assign but not sell this Contract.
85 Contract.

86
87 **8. FINANCING:**

88* ☒ (a) Buyer will pay cash for the purchase of the Property. Buyer's obligation to close. If Buyer
89 Buyer's obligation to close. If Buyer fails to close, Buyer shall be responsible for all costs
90 acknowledges that any terms and conditions of the loan shall not affect or extend the Buyer's obligation to close.
91 affect or extend the Buyer's obligation to close.
92* ☐ (b) This Contract is contingent upon Buyer obtaining a loan from _____
93* ☐ VA or ☐ other _____
94* days after Effective Date ("Loan Contingency Period"). If Buyer obtains an adjustable rate loan in the Loan Amount of \$_____
95* adjustable rate loan in the Loan Amount of \$_____, the interest rate shall be _____
96* (if left blank, then prevailing rate based on the Prime Rate plus _____
97 then 30) years ("Financing").

98* Buyer shall make mortgage loan ap
99 Effective Date and use good faith an
100 Commitment") and thereafter to clos
101 status of mortgage loan application a
102 lender to disclose such status and pr

103

104 Upon Buyer's receipt of Loan Comm
105 receive Loan Commitment by Loan C
106 **the earlier of:**

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107 (i.) Buyer's delivery of written
108 to waive the financing co

109 (ii.) 7 days prior to the Closin
110 8(b) (ii), shall not be mod

111 If either party timely cancels this Con
112 of this Contract, Buyer shall be re
113 obligations under this Contract. If ne
114 then this financing contingency shall

115 If Buyer delivers written notice of re
116 close, the Deposit shall be paid to S
117 conditions of the Loan Commitmen
118 provisions of this Contract); (3) appr
119 of the Loan Commitment; or (4) the l
120 the Deposit shall be returned to Buy
121 Contract.

122* ☐ (c) Assumption of existing mortgag

123* ☐ (d) Purchase money note and mor

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9. **CLOSING COSTS; TITLE INSURANCE**

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

- Documentary stamp taxes and surtax
- Owner's Policy and Charges (if Paragraph 9)
- Title search charges (if Paragraph 9)
- Municipal lien search (if Paragraph 9)

If, prior to Closing, Seller is unable to pay a sum equal to 125% of estimated Closing costs, Seller shall, prior to Closing, pay such actual costs. Any unused portion of the sum shall be credited to Buyer.

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

- Taxes and recording fees on notes
- Recording fees for deed and financing
- Owner's Policy and Charges (if Paragraph 9)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application fees
- Municipal lien search (if Paragraph 9)
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE**

within 5) days prior to Closing. Seller shall obtain a title insurance policy from a Florida licensed title insurer, with a "Standard Commitment" and, after Closing, a copy shall be furnished to Buyer. The title insurance premium, title search and other costs set forth below. The title insurance shall be calculated and allocated in accordance with the mandated closing disclosures and the following:

(CHECK ONE):

- ☐ (i) Seller shall designate Closing costs, title insurance premium for Buyer's lender's policy and endorsements and loan closing costs to be paid by provider(s) as Buyer may select;
- ☐ (ii) Buyer shall designate Closing costs, title insurance premium and other services related to Buyer's lender's policy to be paid by Buyer;
- ☒ (iii) [MIAMI-DADE/BROWARD COUNTY] shall pay the policy of title insurance or other

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evidence, which is acceptable to
and (C) municipal lien search. If
Buyer's owner's policy, and if ap
than \$ _____ (if left
performed by Closing Agent.

- (d) **SURVEY:** On or before Title Ev
surveyed and certified by a regis
Property, a copy shall be furnishe

- (e) **HOME WARRANTY:** At Closing

warranty plan provides for repair
appliances in the event of breakd

- (f) **SPECIAL ASSESSMENTS:** At C
("public body" does not include a
ratified before Closing; and (ii) t
improvement which is substantia
imposed on the Property before

be paid in installments (**CHECK** ☐ (a) Seller shall pay installmen

Installments prepaid or due for th

☒ (b) Seller shall pay the assess

IF NEITHER BOX IS CHECKED,

This Paragraph 9(f) shall not app

(CDD) pursuant to Chapter 190, l

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a natur
sufficient quantities, may present
exceed federal and state guidelin

radon and radon testing may be

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- (b) **PERMITS DISCLOSURE:** Except as otherwise disclosed in writing, Seller does not know of any permits or made pursuant to permits which
- (c) **MOLD:** Mold is naturally occurring or desires additional information
- (d) **FLOOD ZONE; ELEVATION CERTIFICATE:** If the Property is in a flood zone the Property is in, whether improving the Property and rebuilding or "Coastal Barrier Resources Act" and Wildlife Service under the Coastal and /or flood insurance rating purposes coverage through the National Flood Insurance Program, §4012a, Buyer may terminate this contract within 20 days after Effective Date. Seller from all further obligations for buildings and flood zone design additional fees or adjust premium (residential structures in which the elevation certificate may be required)
- (e) **ENERGY BROCHURE:** Buyer to receive the Energy Brochure required by Section 553
- (f) **LEAD-BASED PAINT:** If Property has lead-based paint, disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION:** If the Property is part of a Homeowners' Association, the Seller shall provide the Association's rules and regulations to the Buyer. **CONTRACT UNTIL BUYER JOINS ASSOCIATION/COMMUNITY DEVELOPMENT**

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- (h) **PROPERTY TAX DISCLOSURE:** The Seller shall provide the Buyer with a copy of the current year's property tax statement. **PROPERTY TAXES AS THE ANNUAL AMOUNT TO PAY IN THE YEAR SUBSEQUENT**

TO PAY IN THE YEAR SUBS
IMPROVEMENTS TRIGGERS
HIGHER PROPERTY TAXES. I
THE COUNTY PROPERTY APP

- (i) **FIRPTA TAX WITHHOLDING:** S
the Foreign Investment in Real
which may require Seller to prov
provide Buyer, at or prior to Clos
Buyer and Closing Agent that no
to FIRPTA. Buyer and Seller ar
rights, obligations, reporting and
(j) **SELLER DISCLOSURE:** Seller
are not readily observable and
preceding sentence, Seller exten
express or implied, as to the ph
writing Seller has received no
currently uncorrected building, er

PROPERTY MAINTENANCE

- 11. PROPERTY MAINTENANCE:** Exce
Property, including, but not limited to
IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT T

(a)

as

- (b) **WALK-THROUGH INSPECTION**
prior to time of Closing, as spec

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(and follow-up walk-through, if
Personal Property are on the Pro
AS IS Maintenance Requirement
(c) **SELLER ASSISTANCE AND**
inspection of the Property identi
Buyer all plans, written docume
relating to improvements to the
promptly cooperate in good faith
resolve such Permit issues. Sel
authorizations, consents, or othe
of such repairs or work prepared
become obligated to expend, any

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(d) **ASSIGNMENT OF REPAIR AND**
cost, Seller will, at Closing, assign
to Buyer.

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13. ESCROW AGENT: Any Closing Agent
and other items is authorized, and agree
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 the
or liabilities under this Contract, Agent
until the parties agree to its disbursement
determine the rights of the parties, or

of the dispute. An attorney who represents

285 of the dispute. An attorney who rep
286 action. Upon notifying all parties con
287 except to the extent of accounting
288 broker, Agent will comply with provi
289 escrow disputes through mediation, a
290 Any proceeding between Buyer and
291 or in any proceeding where Agent in
292 attorney's fees and costs incurred, t
293 Agent shall not be liable to any party
294 due to Agent's willful breach of this C
or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER**

296 square footage, and all other facts an
297 professionals for legal, tax, environm
298 and the transaction contemplated by
299 Property and that all representations
300 public records. **BUYER AGREES T**
301 **GOVERNMENTAL AGENCIES FOR**
302 **FACTS THAT MATERIALLY AFFECT**
303 **WRITTEN OR OTHERWISE) OF**
304 individually indemnifies, holds harm
305 employees from all liability for loss o
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 req
311 recommendation or retention of any
312 provided by any such vendor for, o
313 vendor. Buyer and Seller each assum
314 and paying their other costs under th
315 relieve Broker of statutory obligations
316 Broker will be treated as a party to
317 Contract.

318 **DE**

319 **15. DEFAULT:**

320 (a) **BUYER DEFAULT:** If Buyer fai
321 including payment of the Depos
322 Deposit for the account of Selle
323 Contract, and in full settlement o

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obligations under this Contract, o
to enforce Seller's rights under t

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default by Buyer, shall be split e
Cooperating Broker's share shall
pay to Cooperating Broker.

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- (b) **SELLER DEFAULT:** If for any
reasonable diligent effort, Seller
Buyer may elect to receive return
from Seller's breach, and, pursu
performance.

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This Paragraph 15 shall survive Clos

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16. DISPUTE RESOLUTION: Unresolv

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Seller arising out of, or relating to, t
settled as follows:

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- (a) Buyer and Seller will have 10 da
resolve such Dispute, failing whic
16(b).

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- (b) Buyer and Seller shall attempt to
Rules for Certified and Court-App

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The mediator must be certified o
sought without first complying wi
may be resolved by instituting ac
16 shall survive Closing or termin

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17. ATTORNEY'S FEES; COSTS: The p

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by this Contract, and each party will p
conducting the mediation. In any lit
recover from the non-prevailing party
the litigation. This Paragraph 17 shal

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STANDARD FORM

18. STANDARDS:**A. TITLE:****(i) TITLE EVIDENCE; RESTRICTI**

Paragraph 9(c), the Title Commitment shall be issued and delivered to Buyer or Seller at or before Closing and shall include title insurance in the amount of the Purchase Price of the Real Property, subject only to the federal, state and local use restrictions, prohibitions and requirements appearing on the Plat or otherwise of record without right of entry; (d) unpaid taxes, liens and not more than 10 feet in width of any easement for year of Closing and subsequent years; (e) additional items, attach addendum); (f) If there exists at Closing any violation of the applicable defect. Marketable title shall be determined by the Florida Bar and in accordance with law.

(ii) TITLE EXAMINATION: Buyer or Seller in writing specifying defect(s), if it is delivered to Buyer less than 5 business days after date of receipt to examine same in a written report after receipt of Buyer's notice to take title. If Seller, Buyer shall be deemed to have accepted title. Seller will deliver written notice to Buyer (within 5 business days) will close this Contract on Closing Date or within 5 business days of Seller's notice). If Seller is unable to cure the defect by the expiration of Cure Period, deliver written notice to Buyer not to exceed 120 days within which Seller shall deliver written notice ("Extended Cure Period"); or (b) ele

Buyer's Initials

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382 Date (or if Closing Date has passed
383 receipt of Seller's notice), or (c) elec
384 releasing Buyer and Seller from all fu
385 is unable to timely cure defects, and
386 shall receive a refund of the Depos
387 Contract.

388 **B. SURVEY:** If Survey discloses e
389 encroach on setback lines, easeme
390 governmental regulations described
391 such matters, together with a copy o
392 than Closing. If Buyer timely delivers
393 Survey shall constitute a title defect,
394 prior survey, Seller shall, at Buyer's
395 preparation of such prior survey, to th

396 **C. INGRESS AND EGRESS:** Seller
397 the Real Property is insurable in a
398 access.

399 **D. LEASE INFORMATION:** Seller s
400 tenant(s)/occupant(s) specifying nat
401 deposits paid by tenant(s) or occupan
402 the same information shall be furnis
403 and Buyer may thereafter contact te
404 Seller's affidavit, if any, differ ma
405 Paragraph 6, or if tenant(s)/occupant
406 to Seller within 5 days after receipt o
407 this Contract and receive a refund o
408 under this Contract. Seller shall, at
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to E
411 statement, claims of lien or potentia
412 repairs to the Real Property for 90
413 improved or repaired within that time
414 general contractors, subcontractors,
415 names of all such general contrac
416 charges for improvements or repairs
417 have been paid or will be paid at Clos

418 **F. TIME:** Calendar days shall be u
419 Other than time for acceptance and

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

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STANDARDS FOR REAL

439 (i) **LOCATION:** Closing will take p
440 attorney or other closing agent ("Clo
441 insurance, or, if no title insurance, de
442 (ii) **CLOSING DOCUMENTS:** Seller
443 sale, certificate(s) of title or other
444 affidavit(s), owner's possession and
445 with paid receipts for all work done c
446 applicable the survey, flood elevation
447 (iii) **PROCEDURE:** The deed shall b
448 provides insurance against adverse r

procedure required by STANDARD J. **ESCROW CLOSING PROCEDURE:** Closing funds, disburse at Closing the
J. ESCROW CLOSING PROCEDURE: for insurance against adverse matter
escrow and closing procedures shall for a period of not more than 10 day
of Buyer, Buyer shall, within the 10 c from date of receipt of such notificat
and all Closing funds paid by Buyer s simultaneously with such repayment
convey the Property to Seller by sp demand for refund of the Deposit, Bu
defect except as may be available to **K. PRORATIONS; CREDITS:** The t
of the day prior to Closing Date, or d (including special benefit tax assessm
and other expenses of Property. I assumable, in which event premiums
be required by prorations to be made be credited to Buyer. Escrow deposit
based on current year's tax with du exemptions. If Closing occurs on a d
available, taxes will be prorated b assessment is not available, then tax
on the Real Property by January 1st of prior year, then taxes shall be pro
agreed upon between the parties, fa informal assessment taking into acc
either party's request, be readjusted Closing.
L. ACCESS TO PROPERTY TO C shall, upon reasonable notice, prov
including a walk-through (or follow-up **M. RISK OF LOSS:** If, after Effecti
("Casualty Loss") and cost of restora not exceed 1.5% of Purchase Price,
pursuant to terms of this Contract. If cost to complete restoration (not to e
restoration exceeds escrowed amount Price). Any unused portion of escrow

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Purchase Price, Buyer shall elect to
Deposit, thereby releasing Buyer and
with respect to free damage by casual
N. 1031 EXCHANGE: If either Seller
Closing or deferred) under Section
cooperate in all reasonable respect

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STANDARDS FOR REAL

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however, cooperating party shall inc
contingent upon, nor extended or del
O. CONTRACT NOT RECORDAE
EXECUTION: Neither this Contract r
be binding on, and inure to the be
Whenever the context permits, singu
given by or to the attorney or broker
as effective as if given by or to tha
delivery or electronic (including "pdf"
any signatures hereon shall be consi
of electronic signatures, as determin
P. INTEGRATION; MODIFICATION
of Buyer and Seller with respect to
representations shall be binding up
change in this Contract shall be valid
intended to be bound by it.
Q. WAIVER: Failure of Buyer or Sel
Contract, or to take advantage of any
rights.
R. RIDERS; ADDENDA; TYPEWRI
or handwritten provisions shall contro
S. COLLECTION or COLLECTED

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

T. LOAN COMMITMENT: "Loan C
conditions upon which the lender is v
pre-approval letter nor a prequalificat

U. APPLICABLE LAW AND VENU
of Florida and venue for resolution o
county where the Real Property is loc

V. FOREIGN INVESTMENT IN RE
"foreign person" as defined by FIRPT
property to withhold up to 15% of the
to the Internal Revenue Service (IRS
obtained a Withholding Certificate
complexity and potential risks of
compliance, particularly if an "exemp
(i) No withholding is required under
proof of same from Seller, which m
signed under penalties of perjury, st
taxpayer identification number and h
26 CFR 1.1445-2(b). Otherwise, Buy
on the transfer and timely remit said t
(ii) If Seller has received a Withho
withholding in this transaction and p
sum, if any required, and timely remit
(iii) If prior to Closing Seller has sub
has provided to Buyer the notice requ
received as of Closing, Buyer shall,
Seller on the transfer and, at Buyer's
funds in escrow, at Seller's expense
by the parties, to be subsequently di
remitted directly to the IRS if the Sell
(iv) In the event the net proceeds o
transaction, Seller shall deliver to Bu

Buyer's Initials

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STANDARDS FOR REAL

applicable requirement and thereafter
disbursement in accordance with the
(v) Upon remitting funds to the IRS
8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS:

A.

19. ADDENDA: The following additional
this Contract (**Check if applicable**):

- | | |
|--|--|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. |
| <input type="checkbox"/> F. Appraisal Contingency | <input checked="" type="checkbox"/> P. |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. |

20. ADDITIONAL TERMS: Seller to allow
Seller and Buyer agree that inspect
Seller agrees to allow Closing Agen
marketable title.
Closing agent will be Independent T

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☐ Seller counters Buyer's offer (to accept or reject) and
deliver a copy of the acceptance to Seller.
☐ Seller rejects Buyer's offer.

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**THIS IS INTENDED TO BE A LEGAL
ADVICE OF AN ATTORNEY PRIOR TO**

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THIS FORM HAS BEEN APPROVED BY

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

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Buyer: Jay Pratik

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Buyer: _____

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Seller: _____

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Seller: _____

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Buyer's address for purposes of notice
libertytrustgroupllc@gmail.com
415-573-6448

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BROKER: Listing and Cooperating Broker to compensation in connection with this Contract to disburse at Closing the full amount of proceeds of parties and cooperative agreements between Seller and escrowed funds. This Contract shall not be binding on Broker to Cooperating Brokers.

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Keith P. Mahl
Cooperating Sales Associate, if any

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Cooperating Broker, if any

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MERVIN

JAY PARTEEK

4605 NW 48TH ST TAMARAC FL 33319

J P







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09/23/2016

