

# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

 Document updated:  
February 2011


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## 1. PROPERTY

 a. 1. BUYER: Brian Cullinan

BUYER'S NAME(S)

 2. SELLER: Gerald L. Homewood & Marilyn K. Homewood Family LP, or ☐ as identified in section 9c.

SELLER'S NAME(S)

 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon  
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").

 b. 5. Premises Address: 6934 E. Sandra Terrace Assessor's #: 215-43-235

 6. City: Scottsdale County: Maricopa AZ, Zip Code: 85254

 7. Legal Description: Greenbrier East Unit Eleven MCR 261-9

 c. 8. \$ 218,000.00 Full Purchase Price, paid as outlined below

 9. \$ 4,000.00 Earnest money

 10. \$ 3,630.00 Additional Down Payment

 11. \$ 210,370.00 To be Financed

12.

13.

14.

 d. 15. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on  
16. February, 5, 2012 ("COE Date"). If Escrow Company or recorder's office is closed on COE Date,

17. COE shall occur on the next day that both are open for business.

 20. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to  
21. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

 1e. 23. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security system/alarms, and all common area facilities to Buyer at COE or ☐  
24. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding  
25. the risks of pre-possession or post-possession of the Premises.

 1f. 27. Addenda Incorporated: ☐ AS IS ☐ Additional Clause ☐ Assumption and Carryback ☐ Buyer Contingency ☐ Domestic Water Well  
28. ☐ H.O.A. ☐ Lead-Based Paint Disclosure ☐ On-site Wastewater Treatment Facility ☐ Short Sale  
29. ☐ Other:

1g. 30. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Premises, and any existing personal property specified herein, shall be included in this sale, including the following:

- |  |  |   |
|--|--|---|
| 32. • free-standing range/oven                     | • light fixtures                           | • draperies and other window coverings  |
| 33. • ceiling fans                                 | • towel, curtain and drapery rods          | • shutters and awnings                  |
| 34. • attached floor coverings                     | • flush-mounted speakers                   | • water-misting systems                 |
| 35. • window and door screens, sun screens         | • storm windows and doors                  | • solar systems                         |
| 36. • garage door openers and controls             | • attached media antennas/satellite dishes | • mailbox                               |
| 37. • outdoor landscaping, fountains, and lighting | • attached fireplace equipment             | • central vacuum, hose, and attachments |
| 38. • pellet, wood-burning or gas-log stoves       | • timers                                   | • built-in appliances                   |
| 39. • storage sheds                                |  |   |

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SELLER SELLER Initials

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BUYER BUYER





where the experts are™

## NOTICE AND DISCLOSURE REGARDING MOLD

There has been some recent publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Real estate agents are not trained to identify mold or similar conditions. Mold is not detectable by a real estate agent – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a property could have a serious but hidden mold problem unknown to the seller.

The only way to provide any reasonable assurance that a property does not have a mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores, and a carpet test, though other procedures may be necessary. Any visible mold should be professionally evaluated.

The Purchase Contract contains provisions allowing you to obtain any and all inspections you may desire during the Inspection Period. All inspections, including those to detect mold, should be completed within the Inspection Period established in the Purchase Contract. Since most varieties of mold thrive on moisture, testing is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, flooding or other water intrusion, or standing water in the property.

Your Broker advises you to have these inspections and tests, including those for mold, performed in a timely manner; delays could result in a finding of a waiver on the part of a Buyer of these inspection rights, or even worse, your purchase of a property with hazardous mold.

By signing below, Buyer acknowledges receipt of this notice.

Property Address: 6934 E Sandra Terrace  
Scottsdale, AZ 85254

(X) Brian Cullinan \_\_\_\_\_ Date  
Buyer Brian Cullinan  
CULLINAN

\_\_\_\_\_  
Buyer Date

08/07 Edition

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