

Instructions for offering on this property

Submit all offers to offers@ssapprovals.com or Fax to 206.299.3131

Offers reviewed by CBC Short Sale Consultants

[CC Jon McCall P.A. at Offers@HomesInTampaBayFL.com](mailto:CCJonMcCallP.A.atOffers@HomesInTampaBayFL.com)

The purchase contract is specific to the bankruptcy, and the trustee will not sign any addendum that conflicts with the purchase contract. If there are specific items that you want covered in the purchase and sale, or your office requires specific addendums please discuss with our team prior to offer submission. **All sales are as-is/where-is.**

Errors and Changes to the offer must be kept to a minimum. Too many changes will slow the process with the lien holder. You may be asked to resubmit a clean offer if too many changes are present. Please follow these instructions carefully do not abbreviate the seller name on any page.

Seller Name to be written as: Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922

Required for an offer:

1. Bankruptcy Trustee purchase contract-Attached
2. Carve-out/Buyers Premium-Attached, do not add any other language
3. Seller Disclosure (waived)-attached.
4. Legal Description-Attached
5. Pre-approval letter Dated in last 30 Days (if contingent on financing)
6. Proof of funds Dated in Last 30 Days (**down payment, Buyer Premium/Carve Out fee and closing costs**)
7. Copy of EM check (if submitting in check format) made out to Escrow listed at item 15 of the Purchase and Sale (REPC)

Also may be included

1. If buyers wish to purchase extended title coverage at their own expense, this may be addressed on a separate Addendum.
2. Lead Paint addendum (as needed)
3. Short Sale Addendum (as needed) || See item 11: Short Sale Disclosure of the REPC

Included in the List Price is the Carve-out (or buyer's premium) that must be paid. This amount is 5.5% of the purchase price or \$20,000 whichever is higher. On properties less than \$215,000 the amount of the carve-out is 5.5% of the purchase price or \$15,000 whichever is higher. In a short sale, that amount cannot be included in the contract purchase price, this fee will appear on the HUD and both the lienholder and buyers lender are aware of the fee. In order to qualify to purchase one of these homes, the buyer must have available 1) their down payment funds 2) buyer premium/carve out fee and 3) their closing costs. Proof of these funds being available at the time the offer is made is a requirement. The Lien Holder may agree to pay up to 3% in closing costs on FHA, VA, and USDA Loans.

Please do NOT specify that fixtures or built in appliances must be included. The trustee will not sign anything specifically stating that they are included.

Buyer Initial: _____

Buyer Initial: _____

Selling Agent Initial: _____

Date: _____

Date: _____

Date: _____

We have been appointed by the Chapter 7 Trustee to sell this home. Pursuant to section 541 of the bankruptcy code all property of the Debtor at the time of filing becomes property of the bankruptcy estate to be administered by the Court Appointed Trustee. The real property was owned at the time of filing the bankruptcy proceedings and is therefore, property of the estate to be administered by the Trustee pursuant to orders of the Bankruptcy Court. The trustee is the one who will sign all offers. This decision is based on recovering as much money as possible for the bankruptcy estate.

Offer process.

In a multiple offer situation, the trustee will review offers as soon as a reasonable amount of time has elapsed to allow all interested parties to view the home. Please present your highest and best offer in a multiple offer situation because the trustee does not counter. As long as proof of funds was provided, trustee will be looking at price and strength of commitment to the process. **All sales are as is/where is.** The trustee is not available on weekends, and is in court a couple days a week, so sometimes it can be a couple days before offers are responded to.

Inspection (Due Diligence)

Once we have a fully executed contract, the buyer’s 15-day inspection contingency commences. **This is pass/fail only.** The trustee will not complete repairs, offer a credit or reduce the price. If the buyer terminates or waives inspection, this can be done using a general written notice. It is the buyer’s responsibility to determine whether utilities are on and/or available. The utilities are to be turned on in the buyer’s name and at buyer’s expense. If the home is winterized, the buyer is responsible for the actual costs to activate, deactivate and re-winterize the property. Contractor must be approved by listing team.

Court approval process

This Process begins at the discretion of the trustee, based on progress with the Lien Holder.

The trustee must provide notice to all creditors on the bankruptcy that the home (part of the bankruptcy estate) is being sold. The creditors have 21 days to object to the sale. During this time period, the sale is still subject to back up/bump offers. After the time period has passed the trustee presents the proposed sale order to the court. If approved, the MLS status will be changed to under contract (from Active; offer under 3rd party review) and back up offers are no longer solicited.

Back up/bump offers

Prior to the final court approval, the transaction is ALWAYS subject to back up/bump offers. If your buyer is in first position, they have the option of matching any back up/bump offer. Back up/bump offers have to beat the first position offer by at least 1% of the purchase price or \$5,000 dollars, whichever is greater, and they must also waive any contingencies that have already been waived by the first position buyer at the time of writing.

Short sale process

Concurrent to the court approval, we will be seeking lienholder approval. It is our goal to update you regularly with the progress on that end. Please direct any inquires to the negotiator assigned to you after mutual acceptance.

Please let us know if you have additional questions not covered in this explanation.

Buyer Initial: _____

Buyer Initial: _____

Selling Agent Initial: _____

Date: _____

Date: _____

Date: _____

**OFFER SUMMARY FOR REAL ESTATE PURCHASE AND SALE AGREEMENT
REAL ESTATE PURCHASE CONTRACT (REPC)**

DATE of OFFER _____

MLS # _____

BASE OFFER PRICE \$ _____ (Enter this amount on Page 1)

+

BUYERS PREMIUM/CARVE OUT \$ _____

=

TOTAL PURCHASE PRICE \$ _____

BUYER CLOSING COST REQUESTED \$ _____

(MUST BE APPROVED BY LIEN HOLDER)

REQUIRED ADDENDA:

1. Bankruptcy Purchase and Sale (REPC)--Attached
2. Carve out/Buyers Premium addendum--Attached
3. Seller Disclosure (waived)--Attached
4. Legal description
5. Pre-approval dated in last 30 days
6. Proof of funds dated in last 30 days
7. Copy of EM Check (If submitting in check format)-made out to escrow listed at item 15 ESCROW AGENT of the Purchase and Sale (REPC)

OPTIONAL ADDENDA –CHECK IF INCLUDED

1. ____ Lead Paint Addendum-as needed
2. ____ Short Sale Addendum (attached if needed)
3. ____ Additional addenda (please list) _____

Buyer(s) exact names and how they will take title:

Buyer Initial: _____ Buyer Initial: _____

Seller Initial: _____

Date: _____ Date: _____

Date: _____

**REAL ESTATE PURCHASE CONTRACT (REPC)
THE MIDDLE DISTRICT OF FLORIDA**

THIS AGREEMENT is entered into by and between the below named Buyer and the below named Seller, in his or her capacity as a United States Bankruptcy Trustee for the below named bankruptcy estate. The Buyer agrees to purchase and the Seller agrees to sell the described property pursuant to the following terms and conditions:

BUYER(S): _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PHONE: _____

EMAIL: _____

SELLER: Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922

PROPERTY STREET ADDRESS: 3180 Country Club Circle

CITY, STATE & ZIP CODE: Winter Haven, FL, 33881

LEGAL DESCRIPTION: Attached on Exhibit "A" hereto

PURCHASE PRICE: (Base offer Price) \$ _____

DATE OF CLOSING: Within 30 days of Bankruptcy Court or lender approval, whichever is later

SELLING OFFICE: _____

SELLING OFFICE ADDRESS: _____

SELLING AGENT: _____

EMAIL: _____

PHONE: _____ FAX: _____

Offers@HomesInTampaBayFL.com

LISTING OFC: Jon McCall P.A.
Dalton Wade Real Estate Group
Station House 260 1st Avenue South, Suite
200, St Petersburg, FL 33701

Email offers to: offers@ssapprovals.com
Or Fax offers to: 206-299-3131
Offers Reviewed by CBC Short Sale Consultants

WIRE TRANSFER PROMISSORY NOTE

EARNEST MONEY AMOUNT: _____ **FORM:** CASH PERSONAL CHECK CASHIERS CHECK

Buyer Initial: _____

Buyer Initial: _____

Seller Initial: _____

Date: _____

Date: _____

Date: _____

- No Representations or Warranties.** The Seller is a bankruptcy trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind express or implied.
- Earnest Money Forfeiture.** In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five percent of the purchase price, only that portion of the earnest money deposit equal to five percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and understand and agree to it.

Buyer Initial: _____ Buyer Initial: _____ Seller Initial: _____
Date: _____ Date: _____ Date: _____

- Financing.** This offer [] is [] is not conditioned upon Buyer obtaining a Conventional FHA VA USDA FHA 203k Other: _____
Buyer Does _____/Does Not _____ request that seller pay up to _____ in closing and other allowable costs (must be agreed to by lienholder).

- Down Payment/Loan Application.** Buyer agrees to pay _____ down, and to make an application, in good faith, within seven days after approval of this Agreement, for a market rate loan to pay the balance of the purchase price. If application is not made within 7 (seven) days of approval, Seller may retain the earnest money and Agreement may terminate.
- PROOF OF FUNDS** In the event buyer fails to provide proof of all necessary funds to close; including down payment, closing costs and the buyer premium/carve out fee within 48 hours of Sellers acceptance of offer, then this agreement may be terminated by notice from the seller to the buyer and earnest money shall be returned to the buyer.
- Financing Deadline/Seller Termination Notice.** If Buyer has not within 45 days after lien holder approval, given notice that Buyer has obtained financing or waived the financing condition, then this Agreement may terminate upon the expiration of the 30th day after initial signing. If termination occurs, Seller shall remit the earnest money to the Buyer.

Buyer Initial: _____ Buyer Initial: _____ Seller Initial: _____
Date: _____ Date: _____ Date: _____

7. **Loan Costs.** Seller will not be responsible for any loan costs, unless agreed to upon mutual acceptance, except (1) such portion of Buyer's costs that Buyer is prohibited from paying pursuant to applicable FHA regulations; and (2) if this sale is financed by a VA loan, the Seller agrees to pay those closing costs Buyer is prohibited from paying pursuant to applicable VA regulations.
8. **Inspections.** The buyer has fifteen (15) days from the date of the signed around (fully executed) REPC to inspect the property. Inspection contingency shall waive automatically unless buyer disapproves inspection, in writing, within said 15 days. Buyer acknowledges that any inspections are pass or fail only. Buyer understands that the Trustee will make no repairs, or adjustments to the offer price based on findings during the inspection.
- a. **Due Diligence Items.** Buyer's Due Diligence shall consist of any tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.
 - b. **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may no later than 15 days from the fully executed REPC, cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
 - c. **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC during the 15 day due diligence period, based on conditions arising from Buyer's Due Diligence, Buyer shall be deemed to have waived the Due Diligence Condition

Buyer Initial: _____ Buyer Initial: _____
Date: _____ Date: _____

Buyer Initial: _____ Buyer Initial: _____ Seller Initial: _____
Date: _____ Date: _____ Date: _____

Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. The Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefor. Buyer will return the property to its original condition after said inspection or test. The Buyer will hold the Seller, its officers, agents and attorneys harmless from all claims arising out of Buyers inspection or testing of the property.

9. **Defects.** Buyer represents to the Seller that Buyer will fully inspect the property and Buyer assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection. Seller makes no representation or warranties expressed or implied of any kind with respect to, among other things; (a) the dimension, size or acreage of the premises; (b) any applicable governmental laws or regulations; (c) availability of water, sewer or other utilities; (d) the environmental condition of the property; or (e) the existence or non-existence of urea-formaldehyde or asbestos.

10. **Personal Property.** The Seller is a bankruptcy trustee and has no knowledge of whether or not there is any leased personal property on the premises. It shall be up to the Buyer to make an appropriate investigation to determine whether or not there is any leased property on the premises which in any case is not included in the sale. The debtor(s) may claim personal property on the premises, such as non-built-in appliances, drapes, curtains, etc., as exempt property. In such instance that personal property is not included in the sale.

11. **SHORT SALE DISCLOSURE** This sale is ___/is not___ a short sale. If this is a short sale the following shall apply:

- a. This agreement is contingent upon the seller obtaining written consent from the lienholder(s) within ___days (60 days if not filled in) (must match days entered on short sale addendum if applicable) of mutual acceptance. Seller shall notify buyer of lienholder approval by providing buyer a copy of the lienholder approval letter. If seller fails to reach agreement with lienholder, this agreement shall terminate and earnest money will be refunded to the buyer.
- b. Buyer acknowledges that lienholder may have additional addendums and clauses that will be integrated into this agreement. Buyer agrees to return all lienholder required documents within 2 calendar days of receipt. If buyer fails to return required documents, this transaction may be cancelled by the seller and earnest money shall be returned to the buyer.

Buyer Initial: _____ Date: _____ Buyer Initial: _____ Date: : _____

- c. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs **may not be agreed to by lienholder**. Buyer agrees to pay for all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

Buyer Initial: _____ Date: _____ Buyer Initial: _____ Date: : _____

Buyer Initial: _____ Buyer Initial: _____ Seller Initial: _____

Date: _____ Date: _____ Date: _____

12. **Hazardous Waste.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the property, including, but not limited to, petroleum products and asbestos, and has no actual personal knowledge of the violation of any environmental law, regulation or ordinance with respect to the property. Buyer understands and agrees that any knowledge about the condition of the property of other parties including the trustee's real estate agent, debtor, the debtor's employees and agents, or any other persons or entities shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement with respect to any and all defects, including but not limited to, hazardous waste and environmental condition.

13. **Possession.** Buyer shall be entitled to possession upon closing.

14. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is".

15. **Escrow Agent.** The transaction will be escrowed by:

| |
|---|
| Great American Title 27642 Cashfor Circle, STE 104, Wesley Chapel, FL 33544 Jeff Rybolt jrybolt@greatamericantitle.com (813) 962-7886 |
|---|

16. **Condition of Title.** Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area, including but not limited to zoning; easements and encroachments not materially affecting the value of or unduly interfering with Buyer's intended use of the property; and reserved oil and/or mineral rights. Monetary encumbrances not assumed by the Buyer shall be removed from the title by the Seller on or before closing. If for any reason the Seller is unable to transfer marketable title to the Buyer then this Agreement is null and void, the Buyer's earnest money, if any, shall be returned and the Seller shall be released of all obligations hereunder.

17. **Title Insurance.** Seller shall provide a standard form of title insurance from a title insurance company of Seller's choice. Seller authorizes lender or closing agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance with homeowner's additional protection and inflation protection endorsement if available at no additional cost. If buyer elects to purchase a homeowner or extended title policy, the difference in premium shall be a buyer expense. The preliminary commitment therefor, and the policy to be issued, shall contain no exceptions other than general exclusions and exceptions in said standard form. If title cannot be made so insurable prior to closing, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in paragraph 22 hereof, and this Agreement shall thereupon be terminated.

Buyer Initial: _____

Buyer Initial: _____

Seller Initial: _____

Date: _____

Date: _____

Date: _____

18. **Title Transfer.** Title shall be transferred by the bankruptcy trustee's quit claim deed.
19. **Buyer's Funds to Close.** Buyer represents Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.
20. **Closing Costs and Pro-Rations.** Buyer and Seller shall each pay one-half of the closing fee. Taxes for the current year shall be prorated.
21. **Sale Information.** After approval by the United States Bankruptcy Court, listing agent is authorized to report this Agreement (including price and all terms) to any applicable listing association that publishes it to its members, financing institutions, appraisers and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies and other parties related to the sale, to furnish the listing and/or selling agents, on request, any and all information, and copies of documents concerning the status, progress and final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including buyer's credit report.
22. **Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including any addenda hereto) must be in writing, signed by any one Buyer or Seller (including either husband or wife) and received by selling agent who, for this limited purpose, shall be the agent of both parties. Any time limit in or applicable to a notice shall commence on the date following receipt of the notice by the selling agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. Buyer must keep selling agent advised of their whereabouts to receive prompt notification of receipt of a notice. Selling agent has no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement.
23. **Earnest Money Receipt and Disbursement.** Buyer agent acknowledges receipt from Buyer of the earnest money as set forth above in the form indicated to be held in Closing Agent's trust account (with interest paid to a relevant fund in accordance with applicable State and Federal laws). Agent shall not deposit any check until Buyer and Seller both have completed initial signing of this Agreement. Any unpaid loan or sale costs incurred for the Buyer, including credit report, appraisal fee, and escrow cancellation fee, may be paid from the earnest money prior to its disbursement.
24. **Seller Conditions.** This Agreement is subject to approval by the U.S. Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made. Accordingly, the purchase agreement is conditioned on: (1) the trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C. Section 506(c) if there are liens against the property.

Buyer Initial: _____

Buyer Initial: _____

Seller Initial: _____

Date: _____

Date: _____

Date: _____

25. **Subsequent Offers.** All purchase agreements are subject to approval and order of the U. S. Bankruptcy Court, and there cannot be mutual acceptance until final approval by the Bankruptcy Court. The Seller will apply to the Bankruptcy Court for approval of the sale as set forth herein as soon as reasonably practicable. Mutual acceptance occurs upon final approval by the Bankruptcy Court. **Further, if the trustee receives a better offer on the property prior to or at the Bankruptcy Court hearing, the trustee may accept such offer contingent upon approval of the Bankruptcy Court and request that the court accept the better offer.** This clause is an explanation of the law and removal of this clause from this Agreement will not change the law. The trustee agrees, however, to follow the procedure set forth in the next paragraph allowing for Buyer to attempt to match an opportunity competing offer.

Buyer Initial: _____ Buyer Initial: _____
Date: _____ Date: _____

26. **Competing Bids.** If this agreement is the first agreement the Seller has signed regarding the subject property, the Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of its intent to match the third party's offer within 48 hours of receipt from the Seller of written notice of the third party's offer. The Seller's notice shall be in writing and state that the Buyer needs to meet or exceed the third party's price and other terms. Price increases must be in increments of not less than one percent of the offer price or \$5,000 dollars, whichever is greater. If an offer is received within 24 hours of the court hearing date, the court may have the proposed purchasers submit in writing their last, highest, and best offers at or following the hearing to approve the sale.

27. **Agreement to Purchase and Time Limit for Acceptance.** Buyer offers to purchase the property on the above terms and conditions. The initial signing is not effective until a signed copy hereof is actually received by the office of the selling agent. If this offer is not so signed, it shall lapse and selling agent shall refund the earnest money to Buyer.

28. **Counteroffers.** If a party makes a counteroffer the other party shall have until 9:00 p.m. on the second business day following receipt of the counteroffer to sign it. Signing is only effective by delivering the signed counteroffer to the office of the selling broker.

29. **Commission.** A real estate commission will be paid at closing in accordance with the listing agreement and pursuant to an order of the Bankruptcy Court.

30. **Seller Property Condition Disclosure.** The Seller is a bankruptcy trustee and therefore exempt from providing a seller property condition disclosure and therefore no such statement will be provided.

Buyer Initial: _____ Buyer Initial: _____ Seller Initial: _____
Date: _____ Date: _____ Date: _____

31. **Earnest Money Deposit.** Selling Broker will deposit any check to be held by Selling Broker as earnest money within three (3) days after receipt or initial signing, whichever occurs later. If the earnest money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the earnest money or if the earnest money is \$10,000.00 or less, the earnest money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the earnest money to Closing Agent. Buyer agrees to pay financing and purchase costs incurred by buyer. If all or part of the earnest money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom.

32. **Lead Paint.** Many used homes, especially those constructed before 1978, contain lead paint. Lead paint is poisonous, especially for children. The Seller has no knowledge with respect to the presence or absence of lead paint in the subject property. The Buyer shall undertake such investigation as he or she deems prudent in the circumstances. The Buyer shall conduct an initial inspection for the presence of lead paint within the seven day time frame set forth in paragraph 8 herein. However, provided that the Buyer obtains specimens for analysis within the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original fifteen (15) day period, the Buyer may have an additional ten (10) days to obtain the results of a laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to a laboratory and provide the Seller with notice within fifteen (15) days of initial signing, this contingency will be deemed to be waived on the close of business fifteen days from Initial signing. Unless the Buyer notifies the Seller within such additional ten (10) days period that the property is not acceptable due to the presence of an unsafe levels of lead paint, then this contingency will be deemed waived.

33. **Confirmation of Agency Disclosure.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below at the signing of this agreement.

Listing Agent Jon McCall P.A.. Represents Seller both buyer and seller as a Limited Agent;

Listing Brokerage Dalton Wade Real Estate Group. Represents Seller both buyer and seller as a Limited Agent;

Buyer's Agent _____ . Represents Buyer both buyer and seller as a Limited Agent;

Buyer's Brokerage _____ . Represents Buyer both buyer and seller as a Limited Agent;

34. **Addenda.** The following addenda are attached hereto and made a part of this Agreement:

[] NONE [] _____

Buyer Initial: _____ Buyer Initial: _____ Seller Initial: _____

Date: _____ Date: _____ Date: _____

35. **Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses Listed below. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.

Selling Broker Email Address

Listing Broker Email Address

Offers@HomesInTampaBayFL.com

Selling Firm Document Email Address

Listing Firm Document Email Address

admin@ssapprovals.com

36. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

SELLER SIGNATURE: _____ **DATE:** _____

SELLER PRINT: Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922

BUYER SIGNATURE: _____ **DATE:** _____

BUYER PRINT: _____

BUYER SIGNATURE: _____ **DATE:** _____

BUYER PRINT: _____

Buyer Initial: _____

Buyer Initial: _____

Seller Initial: _____

Date: _____

Date: _____

Date: _____

ADDENDUM TO THE REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM to the REAL ESTATE PURCHASE CONTRACT (the "REPC").

Offer Reference Date of _____, including all prior addenda and counteroffers between the following parties:

As Buyer(s) _____

As Seller(s) Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922

Regarding Property 3180 Country Club Circle

Winter Haven, FL, 33881

Conditions of Sale The Buyer agrees and understands that any sale of the Property shall be subject to the following terms and conditions:

- a) The Trustee is selling the Property in his capacity as the Chapter 7 Trustee of the Debtor(s)' Estate, and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of any sale.
- b) If for any reason, or no reason whatsoever, the Trustee is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property.
- c) The Trustee is selling the Property in "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical conditions, federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurance regarding the sub-dividability of the Property.
- d) The sale of the property is subject to Bankruptcy Court approval after notice to the Debtor(s), all creditors of the Estate, the United States Trustee, and other parties in interest as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules.
- e) The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the purchaser.
- f) The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow.
- g) All escrow fees shall be shared and paid on a 50/50 basis by the lender and the purchaser.
- h) The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Trustee is not required to deliver to the purchaser a written statement of compliance with any applicable state and local law.
- i) The purchaser shall, at purchaser's sole expense obtain all pest control inspections and repairs that purchaser deems appropriate.
- j) If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at the purchaser's sole expense.
- k) Any sale is subject to the following conditions being satisfied before the close of escrow:
 - 1. The Trustee must prevail with respect to any objections to the proposed sale; and
 - 2. The Trustee reserves the right to reject any and all offer's which in his judgment are insufficient.

ADDENDUM TO THE REAL ESTATE PURCHASE CONTRACT

- l) The Property is being sold subject to:
1. All general and special taxes or assessments that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;
 2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of applicable statutes of the State.
 3. Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.

| | | | |
|--|----------|-------|------|
| Seller Signature | Date | Buyer | Date |
| Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano | 25-07922 | | |

| | | | |
|------------------|------|-------|------|
| Seller Signature | Date | Buyer | Date |
|------------------|------|-------|------|

ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM to the REAL ESTATE PURCHASE CONTRACT (the "REPC").

Offer Reference Date of _____, including all prior addenda and counteroffers between the following parties:

As Buyer(s) _____

As Seller(s) Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922

Regarding Property 3180 Country Club Circle _____ Winter Haven, FL, 33881

1. No Representations or Warranties. The Seller is a bankruptcy Trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind, express or implied.
2. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs may not be agreed to by the lien holder. Buyer agrees to pay for all costs not agreed to by lien holder in order to close. These items are subject to buyer review. Buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.
3. Buyer agrees to pay up to 5.5% of purchase price or as outlined below whichever is greater, at closing as a buyers premium to the estate. This fee must be paid in full at closing and cannot be included in the loan amount. Fee will appear on HUD/ Settlement statement as Buyer Bankruptcy Fee. Buyer represents that these funds are available and agrees to provide proof of funds with offer when submitted.
The bankruptcy fee for this property shall be _____.

4. EARNEST MONEY IS AT RISK IN THE EVENT OF THE FOLLOWING:

- a. A short sale approval has been issued.
- b. Buyer(s) have agreed to move forward with the terms outlined by the shorted lien holder.
- c. The trustee has filed a Motion to Sell Property Free and Clear of Liens.

If (a) and (b) are true, buyer acknowledges that cancellation of the contract, may, at the sole discretion of the Trustee, result in the loss of the buyers earnest money.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain he same.

| | | | |
|---|------|-------|------|
| Seller | Date | Buyer | Date |
| Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922 | | | |

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|--------|------|-------|-------|
| Seller | Date | Buyer | Date! |
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ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM to the REAL ESTATE PURCHASE CONTRACT (the "REPC").

Offer Reference Date of _____, including all prior addenda and counteroffers between the following parties:

As Buyer(s) _____

As Seller(s) Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922

Regarding Property 3180 Country Club Circle Winter Haven, FL, 33881

ADDITIONAL TERMS: (if no additional terms, this page can removed from the contract)

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.

| | | | |
|---|------|-------|------|
| Seller Signature | Date | Buyer | Date |
| Traci Stevenson Ch.7 Trustee for Javier Martinez and Paola Castano 25-07922 | | | |

| | | | |
|------------------|------|-------|------|
| Seller Signature | Date | Buyer | Date |
|------------------|------|-------|------|