



COVER PAGE

TRUSTEE/SELLER: _____

ESTATE (DEBTOR/CASE NUMBER): _____

PROPERTY: _____

PURCHASE PRICE: _____

TRUSTEE'S FEE: _____



US BANKRUPTCY COURT OFFER PACKET CHECKLIST

This checklist and packet include all necessary documentation when making an offer on a US Bankruptcy Court Short Sale Property

1. **Residential Real Estate Purchase Agreement / Purchase Contract**
 - a) DO NOT fill in any portion of the Seller's name; we will fill it in accordingly
 - b) Please review carefully all questions can be answered in the attached documents.
 - c) Financing contingency is included within the Agreement Re Conditions of Sale in Bankruptcy.
 - d) Inspection contingency is included within the Agreement Re Conditions of Sale in Bankruptcy.
 - e) Escrow and Title is directed within the Agreement Re Conditions of Sale in Bankruptcy.
 - f) Earnest money is explained in the Agreement Re Conditions of Sale in Bankruptcy.
2. **Contact Info Form:** Must complete form attached
3. **Buyer Pre approval letter, Proof of funds for down payment, Trustee's Fee and all cash transactions. (This is non-negotiable)**
4. **Offer Checklist**
5. **Any other RPA forms**
6. **Hold Harmless Agreement**

Please note the following:

1. **Contingent offers:** no offers contingent on the sale of another property or the closing of a pending offer are accepted.
2. **Offer Submissions & Seller Response:** Please upload the full package to TAZA Homes via MLS link
3. **Closing date:** Closing date is the later of 30 days after lender approval or 14 days after Bankruptcy Court approval.
4. **Initial vs. Mutual Acceptance:** Initial acceptance is acceptance by the trustee's signature on the Affirmation of Agreement. Mutual Acceptance is upon court approval. All timeline for inspections begin with initial acceptance.
5. **All offers must be complete when submitted or they will be returned and will need to be resubmitted once complete. All offers must be "wet" signed, as electronic signatures are not acceptable.**
6. **BK Trustee Release Fee:** This fee is Non-negotiable and will need to be paid IN CASH at closing and cannot be rolled into the new loan. This fee is paid by the buyer on top of the purchase price. Do not include this fee in your offer price.
7. **Seller paid closing cost:** Due to the nature of this sale being sold by the Bankruptcy Court Trustee, the Seller will not pay any closing cost for the Buyer, except such portion of the Buyers cost that the Buyer is prohibited from paying pursuant to applicable **FHA/VA regulations. If the property is FHA/VA and a Short Sale the unallowable closing costs would be paid by the bank.**



INFORMATION ON SALE OF REAL PROPERTY IN BANKRUPTCY

Individual (s) who reside, have a place of business or own property in the United States may file for bankruptcy in a federal court under Chapter 7. In a Chapter 7 Bankruptcy, the individual is allowed to keep certain exempt property. Most liens, however, survive. Other assets are sold by the bankruptcy court trustee to repay creditors. Bankruptcy sales are conducted by a United States Bankruptcy Court trustee for properties that have been owned by debtors who are in Chapter 7 Bankruptcy.

When a property receives an offer that is deemed reasonable by the trustee a court hearing is set with notice to the creditors and a date is set for the hearing, generally, six weeks or so from the initial signing of the offer by the trustee. The initial signing, however, does not constitute mutual acceptance. Mutual acceptance is achieved only after the sale has been approved by a United States Bankruptcy Court judge. The status of the property is changed to Pending Back-up. After court approval the status changes to Pending and the sale can close after 14 days.

Many of these properties originally have equity, but by the time an offer is received the unpaid mortgage with fees and interest combined with lowering property values may make it a short sale. The judge may order that the underlying lien holder approve the sale.

Title is with _____ unless otherwise directed by the trustee. The potential buyer can perform an inspection within the time limit of the purchase and sale agreement. If the potential buyer finds the inspection to their satisfaction they may waive the inspection contingency by use of MLS. Other potential buyers may have an inspection of that property; however, if the buyer in 1st position waives their inspection an inspection cannot be a contingency of the potential sale. The same is true for a financing contingency. If any buyer waives the financing contingency any other buyer may obtain financing, but may not have a financing contingency. Timelines for inspection and financing contingencies begin after initial signing. Overbids will take place before or at the hearing on the sale motion in Bankruptcy Court. The overbid terms are in the Agreement Re Conditions of Sale in Bankruptcy and will also be in the Sale Motion.

It is very important that all potential buyers review this information, including the United States Bankruptcy Court purchase and sale agreement, to their satisfaction, prior to making an offer. The statutory trustee release fee is non-negotiable. All potential buyers are encouraged to seek legal advice if they deem it necessary. This page is an explanation of the process of selling property in Chapter 7 Bankruptcy.

Buyer

Date

Buyer

Date



CONTACT INFORMATION FORM

To comply with the US Bankruptcy Court, please fill out the following information or your offer will not be considered.

1. Subject Property:

Address: _____ MLS# _____

2. Buyer(s):

Company: _____

Buyer(s)

First: _____ Middle _____ Last _____

First: _____ Middle _____ Last _____

Married Married as a separate estate Single

Buyer(s)

Address: _____

Phone: _____ Email: _____

3. Buyer(s) Lender:

Company: _____

Loan Officer: _____ Phone _____

Fax: _____ Email _____

4. Selling Office:

Company: _____ MLS office: _____

Address: _____

Selling Agent: _____ MLS ID# _____

Office phone: _____ Direct phone: _____

Fax: _____ Email: _____ Office Email: _____

5. Listing Office:



RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Insert the RPA Form in place of this page



AGREEMENT RE CONDITIONS OF SALE IN BANKRUPTCY

This Agreement Re Conditions of Sale in Bankruptcy (the "ACSB") is made and entered into as of _____, 20__ buy and between _____ ("Buyer") and _____, solely in her capacity as Chapter 7 Trustee in the Bankruptcy Estate of *in re* _____, Bankruptcy Case No. _____ ("Seller"). Concurrently herewith the parties are entering into the following agreements (1) Residential Purchase Agreement and Joint Escrow Instructions, (2) Addendum No. 1, (3) this ACSB and (4) Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy (collectively constituting the agreement of the parties and collectively referred to as the "Agreement").

- 1. Bankruptcy Court Approval.** The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Agreement and related purchase agreements. No representation has been made that such approval will be obtained.
- 2. Jurisdiction of the Bankruptcy Court.** Any and all disputes which involve in any manner the Estate or _____, Trustee, arising from the Agreement and any subsequent amendments or modifications thereof or relating in any manner to the Property, shall be resolved only in the United States Bankruptcy Court, Central District of California.
- 3. Limitations of Sale.** The parties acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller of the Property. Due to the nature of the Trustee's role in administering the Estate, there are limitations as to the extent, type and character of the terms under which the Trustee can convey the Property. The Trustee proposes to sell Property to certain limitations. The Buyer acknowledges that he/ her /they understand the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the real estate industry. Except where expressly mandated by operation of law to the contrary, the Buyer consents to any such modifications and amendments.
- 4. Trustee's Liability.** The Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Agreement, including the Agreement, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction and no sale commission, finder's fee or similar payment shall be due to any real estate broker involved in the contemplated transaction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Agreement; and all disputes arising before and after closing shall be resolved in said Court. Further, the parties have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.
- 5. Hold Harmless:** (a) The Buyer understands the terms and conditions of the entire purchase contract and holds the Estate and the realtors, brokers, agents, _____, Trustee and her attorneys, agents and employees, harmless from any liabilities arising from this Agreement. (b) All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this



escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Agreement. In the event this Escrow is not completed through fault or default of Buyer, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

- 6. Seller Conditions.** This Agreement is subject to approval by the 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 and accepted. Accordingly, the 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.
- 7. No representations or Warranties; “As-is”, “Where-Is” Condition.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the Property’s conditions. The Buyer acknowledges he/she is purchasing the Property “as-is,” “where-is,” without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property including the dimension, size or acreage of the premises; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as “hazardous substances, hazardous materials, or toxic substances” or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer



hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well.

- 8. Personal Property Matters:** The Seller is unable to remove any debris or personal property left on the Property and does not warrant that there will be any appliances left on the Property.
- 9. Buyer Relying Solely on Investigation:** The Buyer represents and warrants that he is purchasing the Property as a result of his own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller.
- 10. Buyer Contingency and Removal:** The Buyer shall have 10 calendar days from acceptance to release all Buyer contingencies. Buyer shall, if VA financing is not available, accept available conforming/conventional financing terms including increasing their down payment accordingly. Upon release of all Buyer's contingencies, the Buyer acknowledges that the Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, the Buyer forever waives, for himself, his heirs, successors and assigns, all claims against the Debtor, his/her attorneys, agents and employees, the Estate, _____ as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

Buyer's deposit to be released to the Trustee after the initial inspection period is completed, once the contingencies are removed.

- 11. Inspections.** The Buyer has ten (10) days from the date of the Trustee as Seller signs the documents constitute this Agreement ("Initial Signing") to inspect the premises. Unless the Buyer provides Seller with written notice within ten (10) days that the Property is not acceptable; then the inspection requirement shall be deemed to be waived on the close of business ten (10) days from Initial Signing. Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. Whether or not the sale is closed the Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefore. Buyer will return the Property to its original condition after said inspection or test. It is the responsibility of the Buyer and/or the selling agent to verify and contact the utility companies in order to turn on the utilities for inspection. Buyer is responsible for hiring and paying for septic inspector and to acquire and pay for any and all certificates in the event that septic inspections are required. The Buyer will hold the Seller, brokers and attorneys harmless from all claims arising out of Buyer(s) inspection or testing of the Property.
- 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, urea-formaldehyde, lead paint, mold, asbestos, drug manufacturing, etc., et al., and has no actual personal knowledge of the violation of any law, 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 trustees' real estate broker, debtor, the debtors' 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, abatement and environmental condition.

- 13. Down Payment/Loan Application.** Buyer agrees to pay \$_____ down and to make an application, in good faith, within seven (7) days after Initial Signing of this Agreement, for a market rate loan to pay the balance of the purchase price. Buyers are required to obtain and submit with this offer a prequalification letter with _____. If application is not made within seven (7) days of Initial Signing, Seller may retain the earnest money and this Agreement shall terminate.
- 14. Financing Deadline/Seller Termination Notice.** If Buyer has not within 30 days after Initial Signing of this Agreement either (i) provided a Loan Commitment letter or (ii) waived the financing condition, then this Agreement shall terminate upon the expiration of the 30th day after Initial Signing and the Seller may retain the earnest money. The loan commitment may be subject to final appraisal review, which must be ordered within 3 days of receipt of underlying lien holder approval.
- 15. Buyer's Funds to Close.** Buyer represents that the 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. Buyer agrees to provide proof of funds for down payment, closing cost and trustee's fee along with pre-qualification letter with this offer. Buyers are required to obtain a prequalification letter with _____.
- 16. Loan Costs.** Seller will not be responsible for, or credit any loan costs except such portion of the Buyers cost that the Buyer is prohibited from paying pursuant to applicable FHA regulations.
- 17. Escrow Holder and Closing.** The escrow holder shall be Seller's choice. Escrow is scheduled to close the later of 30 days after lender approval or 14 days after the Bankruptcy Court's approval of the sale. The Trustee may extend this time under her sole discretion.
- 18. No Assignment.** The Agreement is between the Buyer and the Trustee. The Buyer shall have no right to assign the Escrow, the Agreement, or transfer the Property concurrent with closing without consent of the Seller. Real estate brokers join in the Agreement to bind themselves to provisions applicable to real estate brokers.
- 19. Closing Costs and Pro-ration.** Buyer shall pay or cause to be paid the Escrow fee. In the event that the Buyer's lender will only pay for or advance as part of the loan a portion of the Seller's escrow fee, it will be the responsibility of the Buyer to pay for any shortages. Property taxes for the current year shall be pro-rated. Buyer shall pay for any remaining fuel or oil in the propane/oil tank, if applicable. Buyer shall be liable for any outstanding pre-closing utility bills, delinquent HOA dues, Sub-escrow fees and escrow shortages of any kind, if any.
- 20. Other Costs.** The Buyer shall be responsible for County and City transfer taxes or transfer fees. The Buyer will obtain a Natural Hazards Disclosure Report from Property ID of California. Buyer understands that the Seller is, however, exempt from signing the Natural Hazards Disclosure Report.
- 21. Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to the



Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is “as is, where is” as stated above.

22. 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 (5) percent of the purchase price, only that portion of the earnest money deposit equal to five (5) 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 or the earnest money and agree to it.

Buyer (s) Initials _____ Seller Initial _____

23. Title Transfer. Title shall be transferred by the bankruptcy trustee’s quit claim deed.

24. Possession. Seller will use her commercially reasonable effort to deliver possession of the Property. However, if she cannot deliver possession by the later of 30 days after Bankruptcy Court Approval of the sale or 45 days after lender approval of short pay (or as extended by the parties), the Buyer may terminate the Agreement and receive his or her earnest money deposit but will have no other claims against the Seller.

25. Disclosure Statement. The Seller is a bankruptcy estate acting through its duly appointed trustee and therefore exempt from providing a real property transfer disclosure statement and therefore no such statement will be provided.

26. Title Insurance. The title insurance policy shall be subject only to liens, encumbrances, clouds and other matters as may appear on the preliminary title report, that are not to be removed at the close of Escrow, and have not been objected to by the Buyer. Should Seller be unwilling or unable to eliminate those title matters disapproved by the Buyer as above, the Seller may terminate the Agreement or; should Seller fail to deliver title as provided above, Seller and the Buyer may terminate the Agreement. In either case, the Buyer’s deposit shall be returned to the Buyer, and the Buyer shall have no recourse against Seller or _____, as duly appointed Bankruptcy Trustee or individually, or the law firm of Shulman Hodges & Bastian LLP, the Estate or the Debtor, or any real estate agent, broker or attorney involved in the transaction. No real estate commission or finder’s fee shall be payable to any broker in such event.

Buyer shall pay or cause to be paid all costs of Title Insurance. In the event that the Buyer’s lender will only pay for or advance as part of the loan a portion of the costs of Title Insurance, it will be the responsibility of the Buyer to pay for any shortages. The title insurance company will be selected by Seller in her sole discretion. .

27. Sale Information. After Initial Signing by the Seller, listing broker is authorized to report this Agreement to the Multiple Listing Associations, and to change the status from Active to Pending-Back-Up or Pending- Short Sale, or such other applicable listing association and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraiser, title insurance companies and other parties related to the sale, to furnish the listing and/or selling brokers, 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 and or proof of funds. After court approval the status is changed to Pending and no other offers can be accepted.

28. Sale Subject to Overbidding. The sale of the Property is subject to the bidding procedures before the hearing or at the hearing on the motion for sale, at the sole discretion of the Trustee. The general overbid procedures are discussed further in paragraphs 29, and 30. **BUYER ACKNOWLEDGES THAT THE OVERBIDDING PROCEDURES MAY RESULT IN THE PROPERTY BEING SOLD TO A THIRD PARTY, IN WHICH EVENT BUYER'S DEPOSIT WILL BE REFUNDED TO BUYER AS BUYER'S SOLE AND EXCLUSIVE PAYMENT. ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN ASSOCIATION WITH THE CONTEMPLATED PURCHASE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, LOAN APPLICATION FEES, APPRAISAL FEES, INSPECTION FEES AND TITLE INSURANCE COSTS WILL NOT BE REIMBURSED AND REMAIN SOLELY BUYER'S EXPENSES. THE BUYER HAS ACKNOWLEDGED THIS BY INITIALING BELOW.**

Buyer (s) Initials _____ Seller Initial _____

29. 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 set forth herein as soon as reasonably practicable. The Bankruptcy Court hearing will generally take place within six to eight weeks of Initial Signing. 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 a competing offer. **BUYER REPRESENTS AND WARRANTS THAT NEITHER SELLER NOR ANY PARTY REPRESENTING SELLER HAS TOLD BUYER THAT THE BANKRUPTCY COURT WILL APPROVE THIS CONTEMPLATED SALE OR THAT THERE WILL BE OR SHOULD BE NO THIRD PARTY BIDDING OR BETTER OFFER.**

30. Competing Bids. If Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price and terms of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of their intent to match the third party's offer within 24 hours of receipt from the Seller of 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. This ability of Buyer to match other offers shall not apply during an auction of the Property. Buyer shall be required to comply with the bidding procedures established for such auction. If a written offer is received within 3 business days of the court hearing date, the court may have the proposed purchasers submit their last, highest and best offers at the hearing to approve the sale.

31. Feasibility Study. If the Purchase Contract is subject to a feasibility study and the sale does not close because of any contingency which the Buyer does not waive, then prior to returning any earnest money or promissory note the Buyer shall provide the Seller a copy of every study, report, analysis or appraisal regarding the Property.

32. Real Estate Agent Commission. Through escrow on the sale of the Property, and subject to Bankruptcy Court approval, the Trustee shall pay compensation for real estate agent services to the Buyer's agent and the Estate's



agent. The maximum total commission allowed is six percent (6%) of the gross selling price. *IF COMMISSION IS REDUCED BY COURT ORDER OR LENDER, THEN LISTING AND SELLING BROKERS HEREBY AGREE TO REDUCE THEIR COMMISSIONS ACCORDINGLY.*

- 33. Attorneys' Fees.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.
- 34. Termite Report/Repairs, Misc Repairs and Home Warranty.** The Buyer has agreed to waive the requirements and costs for a termite report and any repairs. The Buyer shall comply with any and all minimum mandatory government retrofit requirements. The Buyer will provide, if required by local law, a septic inspection and/or certificate. The Buyer will provide and pay for their own one year home warranty plan.
- 35. Lead Paint.** Many used homes, especially those constructed before 1978, contain lead based 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 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 base paint within seven (7) day time frame set forth in paragraph 7 herein. However, provided that the Buyer obtains specimens for analysis with the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original seven (7) 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 laboratory and provide the Seller with notice within seven (7) days of Initial Signing, this contingency will be deemed waived on the close of business seven (7) days from Initial Signing. Unless the Buyer notifies the Seller within such additional ten (10) day period that the Property is not acceptable due to the presence of an unsafe level of lead paint, then this contingency will be deemed waived.
- 36. Signs, Lockboxes, Keys and Occupancy.** Signs and lockboxes will typically be removed within 7 days after closing. If they are not removed within 7 days, please notify the Listing Brokerage. Do not remove them. If anything is lost or stolen, the Buyer's agent agrees to reimburse the Listing Brokerage for the cost of such items. If the Buyer needs to remove the doorknob to rekey, the Buyer is to leave the lockbox and sign beside the front door. Buyer's agent acknowledges that the Buyer has no right to move into the Property until escrow has closed. Buyer's agent shall not facilitate any such move in before closing. The Buyer shall not occupy the Property or move personal items into the Property, for any reason prior to notification from the escrow company that the Trustees Deed has been recorded. Any early occupancy by the Buyer will cause for immediate termination of escrow, at the Seller's unilateral discretion and loss of the Buyer's deposit, along with any civil charges, if necessary. The Buyer may approach the Seller to lease the property in advance of the closing. Any such lease will require prior court approval and will be documented by a written month to month lease agreement. Request for a lease before closing must be given to the listing agent directly. Buyer is advised to re-key Property immediately upon closing due to the possibility of other people having copies of keys. Seller expressly disclaims any express or implied representation or warranty that all keys have been delivered to Buyer.



37. 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 be included in the sale. The debtor(s) (i.e. the party or parties who filed bankruptcy) may claim personal property on the premises, such as, but not limited to, non built-in appliances, drapes, curtains, etc., as exempt property until the Property is transferred to Buyer. Any such personal property claimed by the debtors is not included in the sale.

38. Right of Agency: Buyer, Buyer’s Agent, and any other representative of the Buyer will only contact the Listing Broker or Representative for the Listing Broker of the property. Any attempt to directly contact the Seller/Trustee or the staff of the Seller/Trustee will not be tolerated. If any representative of the Buyer contacts the Seller/Trustee or staff directly, the result will be an immediate cancellation of escrow at the sole and unilateral discretion of the Seller/Trustee, with the Buyer's earnest money deposit forfeited, and the Department of Real Estate notified regarding the breach in agency law.

39. Priority of Documents: This Agreement is made pursuant to the following documents: (1) Residential Purchase Agreement and Joint Escrow Instructions, (2) Addendum No. 1, (3) this ACSB and (4) Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy. Whenever possible, each provision of each document shall be interpreted in such a manner as to be consistent with all other documents; however in the event of a conflict among the document the documents shall control in the following order:

1. Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy;
2. This ACSB;
3. Addendum No.1; and
4. Residential Purchase Agreement and Joint Escrow Instructions.

40. NO VERBAL AGREEMENTS OR REPRESENTATIONS: BUYER ACKNOWLEDGES THAT THERE ARE NO VERBAL AGREEMENTS OR REPRESENTATIONS. BUYER IS RELYING SOLELY UPON THIS AGREEMENT. BUYER HEREBY STATES THAT BUYER HAS READ EACH DOCUMENT CONSTITUTING THIS AGREEMENT AND UNDERSTANDS EACH DOCUMENT. NOTHING HAS BEEN VERBALLY STATED TO OR OTHERWISE CONVEYED TO BUYER WHICH IS CONTRARY TO THE TERMS OF THIS AGREEMENT.

SELLER: _____
_____, solely in capacity as
Chapter 7 Trustee for *in re* _____
and not in her individual capacity

DATE: _____

BUYER _____

DATE _____

BUYER _____

DATE _____

The Real Estate Brokers executing this ACSB do so to acknowledge that they are bound by the terms of the Agreement applicable to them.



SELLERS BROKER:

By: _____
Its: _____

DATE _____

BUYER'S BROKER

By: _____
Its: _____

DATE _____



TRUSTEE ADDENDUM TO AGREEMENT RE CONDITIONS OF SALE IN BANKRUPTCY

The following is part of the purchase and sale agreement detailed: _____
between _____ BUYER(S)
and _____, Chapter 7 Bankruptcy Trustee for _____
_____ Case No. # _____ SELLER
Concerning: _____ (the "Property")

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

BUYER AGREES TO PAY THE STATUTORY BANKRUPTCY ESTATE FEE. THIS FEE IS TO BE PAID IN FULL AT CLOSING. THIS FEE CANNOT BE ROLLED INTO THE BUYERS LOAN. SEE EXHIBIT "B" FOR FEE SCHEDULE.

BUYER AGREES THAT IF COMMISSIONS ARE REDUCED BY EITHER A COURT ORDER OR A LENDER THE RESULTING COMMISSIONS ARE TO BE EVENLY DIVIDED BETWEEN THE LISTING AGENT AND THE SELLING AGENT.

Selling Agent _____

Buyer(s) Initials _____

Seller Initials _____

Trustee Fee Calculations

Purchase Price Range:
 \$50,000 – 235,000 = \$15,000 Fee
 \$240,000 - \$1,000,000 = 5% + 3250.00
 \$1,000,001 and higher = 3% + 25,750



Value	Fee
240,000	15,250
245,000	15,500
250,000	15,750
255,000	16,000
260,000	16,250
265,000	16,500
270,000	16,750
275,000	17,000
280,000	17,250
285,000	17,500
290,000	17,750
295,000	18,000
300,000	18,250
305,000	18,500
310,000	18,750
315,000	19,000
320,000	19,250
325,000	19,500
330,000	19,750
335,000	20,000
340,000	20,250
345,000	20,500
350,000	20,750
355,000	21,000
360,000	21,250
365,000	21,500
370,000	21,750
375,000	22,000
380,000	22,250
385,000	22,500
390,000	22,750
395,000	23,000
400,000	23,250
405,000	23,500
410,000	23,750
415,000	24,000
420,000	24,250
425,000	24,500
430,000	24,750
435,000	25,000
440,000	25,250
445,000	25,500
450,000	25,750
455,000	26,000
460,000	26,250
465,000	26,500
470,000	26,750
475,000	27,000
480,000	27,250
485,000	27,500
490,000	27,750
495,000	28,000
500,000	28,250
505,000	28,500
510,000	28,750
515,000	29,000
520,000	29,250
525,000	29,500
530,000	29,750
535,000	30,000
540,000	30,250
545,000	30,500
550,000	30,750
555,000	31,000
560,000	31,250
565,000	31,500
570,000	31,750
575,000	32,000
580,000	32,250
585,000	32,500
590,000	32,750
595,000	33,000
600,000	33,250
605,000	33,500
610,000	33,750
615,000	34,000
620,000	34,250

Value	Fee
625,000	34,500
630,000	34,750
635,000	35,000
640,000	35,250
645,000	35,500
650,000	35,750
655,000	36,000
660,000	36,250
665,000	36,500
670,000	36,750
675,000	37,000
680,000	37,250
685,000	37,500
690,000	37,750
695,000	38,000
700,000	38,250
705,000	38,500
710,000	38,750
715,000	39,000
720,000	39,250
725,000	39,500
730,000	39,750
735,000	40,000
740,000	40,250
745,000	40,500
750,000	40,750
755,000	41,000
760,000	41,250
765,000	41,500
770,000	41,750
775,000	42,000
780,000	42,250
785,000	42,500
790,000	42,750
795,000	43,000
800,000	43,250
805,000	43,500
810,000	43,750
815,000	44,000
820,000	44,250
825,000	44,500
830,000	44,750
835,000	45,000
840,000	45,250
845,000	45,500
850,000	45,750
855,000	46,000
860,000	46,250
865,000	46,500
870,000	46,750
875,000	47,000
880,000	47,250
885,000	47,500
890,000	47,750
895,000	48,000
900,000	48,250
905,000	48,500
910,000	48,750
915,000	49,000
920,000	49,250
925,000	49,500
930,000	49,750
935,000	50,000
940,000	50,250
945,000	50,500
950,000	50,750
955,000	51,000
960,000	51,250
965,000	51,500
970,000	51,750
975,000	52,000
980,000	52,250
985,000	52,500
990,000	52,750
995,000	53,000
1,000,000	53,250

EXHIBIT "B"

TRUSTEE: _____

Case# _____

Buyer(s) Name: _____

Purchase Price: _____

Fee: _____

Acknowledge by Circling agreed fee to the left and sign.

Signatures:

BUYER(S)

BUYER(S)

SELLER _____