

Message Details

Message ID

720541

Sender Type

Public

License Number**Sender**

Laura Owens

Sender Email

[REDACTED]

Sender Phone

[REDACTED]

Date Sent

8/29/2023 9:49:11 AM

Subject

File a Complaint

Reply Status

Not Replied

Reply Status Date**Reply Status User****Message**

Hello, I am filing a complaint against real estate agent Clayton Echard. Please see attached "Request for Investigation" as well as fifty-four pages of supporting attachments. I can be reached at [REDACTED] with any additional questions. All the best, Laura Owens

Conversation Details

Conversation ID

267130

Status

Open

Subject

File a Complaint

Date Created

8/29/2023 9:49:11 AM

Assigned Employee**Issue Resolved**

No

Notes

Attachments

All

records per page

Q

Description	Name	Size (KB)	Date Added
Message ID 720541 Attachment	Cathy Swann correspondence.pdf	854	8/29/2023 9:49:13 AM
Message ID 720541 Attachment	Offer never submitted - N Lynn Oaks.pdf	613	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Partner POF submitted by Clayton.pdf	190	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Purchase contract - 19777 N 76th St, 2228.pdf	997	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Purchase contract - 7609 N Lynn Oaks.pdf	602	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Request_For_Investigation.pdf	272	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Signed Real Estate Agency Disclosure and Election Buyer.pdf	339	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Texts with N 76th Realtor.pdf	150	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Texts with N Lynn Oaks realtor.pdf	352	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	To Austin Zaback - Offers made with Clayton Echard this week.pdf	367	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	To Zaback Group - Status of properties offered on yesterday.pdf	325	8/29/2023 9:49:14 AM

Showing 1 to 11 of 11 entries

← Previous Next →

Records ▼ ☰

records per page

Record No	Name 1	Name 2	Status	Type	Email	SSN	Description
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No data available in table

Showing 0 to 0 of 0 entries

[← Previous](#)[Next →](#)

Payment Requests

records per page

Payment Request ID	Purpose	Description	Status	Date Created
No data available in table				

Showing 0 to 0 of 0 entries

[← Previous](#)[Next →](#)

Work Items

records per page

Work Item ID	Subject	Description	Status	Assigned	Date Created	Date Due	Date Last Updated
No data available in table							

Showing 0 to 0 of 0 entries

[← Previous](#)[Next →](#)

Action Log

records per page

Session	User Name	Action Date	Detail
10237472	Laura Owens	8/29/2023 9:49:11 AM	Create new message and conversation from Laura Owens to Department for subject File a Complaint.

Session	User Name	Action Date	Detail
10237472	Laura Owens	8/29/2023 9:49:13 AM	Send message verification email to [REDACTED] for Message ID 720541.
10237489	Laura Owens	8/29/2023 9:52:07 AM	Email address successfully confirmed for Conversation ID 267130

Showing 1 to 3 of 3 entries

Ok (/Lms/MessageCenter/Message/NavigateBackTo?backUrl=~%2FMessageCenter%2FMessage%2FViewMessages)



Arizona Department of Real Estate (ADRE)

Investigations Division

www.azre.gov

100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

INVESTIGATION REQUEST/COMPLAINT (Form INV-800) INSTRUCTIONS

The Arizona Department of Real Estate ("Department"), under the direction of the Real Estate Commissioner, enforces Arizona's Real Estate laws, Title 32 Chapter 20 of the Arizona Revised Statutes (A.R.S.). Part of that responsibility is investigating complaints from individuals who believe a licensee of the Department violated this law and/or the Real Estate Commissioner's Rules in the Arizona Administrative Code (A.A.C.).

- ARS § 32-2108 requires that complaints filed with the Department be in writing and signed by the complainant. The complaint must allege conduct by a real estate licensee that violates Department laws and rules. Completing this form, signing it, and submitting it to the Investigations Division of the Department of Real Estate, triggers the investigative process.
- A.R.S. § 41-1010 states: "...The name of the complainant shall be public record unless...the release...may result in substantial harm to any person." All complaints become a matter of public record when the review or investigation is concluded.
- Filing this Complaint Form does not stop you from pursuing mediation or civil action against a real estate professional that may have damaged you financially.

ETHICS COMPLAINTS

A complaint may also be filed with the Arizona Association of Realtors®. Many Arizona real estate licensees are members of an association. Members of the [Arizona Association of REALTORS®](http://www.azrealestate.com) subscribe to a "Code of Ethics" which is a higher standard of professional conduct than that imposed by law. These associations conduct hearings on ethics complaints against their members. The Department does not investigate violations of the "Code of Ethics".

Complaints the Department Does Investigate:

- Real Estate Brokers and sales agents
- Unlicensed Activity
- Illegal Subdivision
- Public Report Violation
- Illegal Advertising
- Timeshare Violation
- Trust Account Violations
- Improper Handling of Client Funds

Complaints the Department DOES NOT Investigate:

- Landlord/Tenant Disputes
- Home Inspectors
- Contract Issues
- Construction/Contractors
- Realtor Code of Ethics Violations
- Homeowner's Association (HOA)
- CC&R Violations
- Loan, Interest Rate, Escrow Issues
- Title Insurance Issues
- Homeowner's Insurance
- Escrow Money Issues
- Commission Issues with Broker/Licensees
- Criminal Actions (Trespassing, Assault, Theft, etc.)

To file a complaint, complete all sections of the complaint form. Please include the following information along with the completed form (submit as One Merged PDF file to azre.gov through the message center):

1. Provide a **written statement** of who did what, what happened, when it happened, where it happened and how it happened. Who witnessed it? Be specific. List events in chronological order. Was a document signed? Was a promise or representation made? If so, what was written or oral? Use the actual words as closely as can be remembered.
2. Provide **complete, legible copies of all supporting document(s)** as attachments. This includes contracts, closing documents, cancelled checks, receipts, title documents, letters, e-mails, etc. The attached form provides a checklist to assist you with providing relevant documents. **Do NOT** send original documents with your complaint. Provide copies only.



Arizona Department of Real Estate (ADRE)

Investigations Division

www.azre.gov

100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007

KATIE HOBBS GOVERNOR

SUSAN NICOLSON COMMISSIONER

INVESTIGATION REQUEST/COMPLAINT (INV-800)

Submit the completed complaint form and supporting documents through the ADRE Message Center or by mail.

I WISH TO FILE A COMPLAINT AGAINST: (Check all that apply)

- Real Estate Broker or Salesperson, Unlicensed Activity, Property Manager, Other, Timeshare Plan, Real Estate Educator/School, Developer/Subdivision

TYPE OF COMPLAINT: (Check all that apply)

- Failure to Disclose Information, Property Management, Cemetery Violation, Other (describe): improper handling of funds, misrepresentation, incompetence, dishonest dealings that materially & adversely impacted the transaction, breach of fiduciary duty

COMPLAINANT (YOUR NAME AND ADDRESS)
First Name: Laura, MI: , Last Name: Owens
Address: , City: , State: , Zip Code:
Home Phone: , Work Phone: , Email address:

THIS COMPLAINT IS AGAINST THE FOLLOWING PERSON (Please provide all requested information in the spaces provided. Please "DO NOT" write "See Attached")

First Name: Clayton, MI: , Last Name: Echard, ADRE Lic Number (If Known): A707472000
Phone: , Fax: , Email address:
Brokerage/Entity Name: zaback Group / eXp Realty, Designated Broker Name: Catherine Swann
Address: 16430 N Scottsdale Rd Ste 125, City: Scottsdale, State: AZ, Zip Code: 85254
Phone: , Fax: , Email address:

LEGAL ACTION

Does an attorney represent this matter? Yes No
Has a lawsuit been filed regarding this matter? Yes No
Attorney Name: , Law Firm:
Address: , Suite: , City: , State: AZ, Zip Code:
Phone: , Fax: , Email address:

Have you ever filed a complaint against this person or company with ADRE previously? Yes No

Have you filed a complaint against this person or company with any other agencies? Yes No

If Yes, which agency? I contacted his designated broker, Cathy Swann.

What action has been taken by the other agency? Cathy Swann referred me to another realtor, Matthew Chick.

COMPLAINT DETAILS

Date(s) of Transaction: 5/24/23

Brief Summary of complaint: I signed two official offers that Clayton Echard had prepared for me on two properties, 7609 N Lynn Oaks Drive and 19777 N 76th Avenue, which I planned to buy for investment purposes. They were only good for 24 hours. On that evening, after discussing an unrelated personal issue, Clayton told me that he would no longer be representing me. I panicked, knowing that more than \$1 million in offers had been submitted. He stopped responding, and since I didn't know what else to do, I contacted the seller's agents. The agent on the Lynn Oaks Drive property said Clayton NEVER SUBMITTED MY OFFER. The agent on the N 76th Avenue condo said he had been on top of it, even though he wasn't communicating with me. *SEE ATTACHED*

Have you previously notified the person or company about your complaint? Yes No

How did you notify them? Written (Attach Copies) Oral (detail each communication)

What was the response?

Originally, to contact his broker, Austin Zaback, who was listed on the offers I signed. However, neither Clayton nor Austin responding regarding these transactions again.

Please provide the name and contact information for any witness(es) who have information concerning the subject matter of your complaint:

John Izzo ([REDACTED]) - the agent for the N Lynn Oaks property

Nolan Rucker ([REDACTED]) - the agent for the N 76th St property

Austin Zaback ([REDACTED]) - Clayton's broker

Cathy Swann ([REDACTED]) - Clayton's designated broker

DETAILS ABOUT YOUR COMPLAINT

- **PLEASE PRINT IN BLACK INK OR USE A COMPUTER**
- Attach separate 8-1/2 by 11-inch sheets of paper as necessary.
- Submit the completed complaint form and supporting documents through the [ADRE Message Center](#) or by mail.
- A complaint cannot be investigated without providing sufficient information.
- Failure to provide sufficient documents that support the claim could delay the processing of your complaint. Additional information may be submitted through the [ADRE Message Center](#) or by mail.
- After review and assignment, all cases will be prioritized according to the severity of the issue, Department time-frame policies and available resources.

Relevant Document Checklist: (check all that are enclosed)

- REQUIRED:** Written statement of who did what, what happened, when it happened, where it happened and how it happened. Who witnessed it? Be specific. List events in chronological order. Was a document signed? Was a promise or representation made? If so, what was written or verbal? Use the actual words as closely as can be remembered.
- Correspondence, including demand letters, text messages, and e-mails
- Sales contract (front and back)-all pages and all accompanying forms and attachments
- Disclosure statement(s) (e.g. Information about Brokerage Services, Intermediary Relationship Notice, Seller's Disclosure Notice)
- Lease/rental agreement (front and back)
- Listing/management agreement (front and back)
- Closing statement (HUD 1) or Closing Disclosure form (TRIO - TILA-RESPA Integrated Disclosure)
- Multiple Listing Service (MLS) printout(s)
- Appraisal(s)
- Inspection report(s)
- Photograph(s) and/or Video(s)
- Advertising
- Repair bill(s)
- Receipt(s)
- Canceled check(s) (front and back)
- Monthly statement(s)
- Judgment/civil lawsuit document(s) (e.g. original petition, settlement document(s))
- Other (Describe): proof of funds from my business partner, Matt Bentley

CERTIFICATION (MUST BE SIGNED AND DATED)

- I affirm that the information contained in this complaint, consisting of 54 pages, is true and accurate to the best of my knowledge.
- I understand that the contents of my complaint and accompanying documentation is subject to public disclosure.
- I understand that neither the Arizona Department of Real Estate nor any of its officers or employees can act or will act as my legal representative or attorney at any time and that I may retain separate legal counsel.
- I understand that filing this Complaint Form does not stop me from pursuing mediation or civil action against a real estate professional that may have damaged me financially.

Laura Owens

Digitally signed by Laura Owens
Date: 2023.08.28 10:02:27 -07'00'

8/28/23

Complainant Signature

Date:

Americans with Disabilities Act

The Department of Real Estate complies with American Disabilities Act. Persons with disabilities may request reasonable accommodations such as interpreters, alternative formats or assistance with physical disability. Requests for accommodations must be made with 72 hours prior notice. If you require special accommodations, please contact the Department at (602) 771-7767.

**EXTENDED ANSWER TO "COMPLAINT DETAILS"**

Laura Owens <[REDACTED]>

CORRESPONDENCE WITH CATHY SWANN**Dispute with realtor Clayton Zaback**

Laura Owens <[REDACTED]>

Sun, May 28, 2023 at 7:36 PM

To: [REDACTED]

Cc: [REDACTED]

Hi Catherine,

My name is Laura Owens and I found that you were listed as the Designated Broker for Clayton Echard. I originally sent this email on Friday to Austin Zaback, believing he was the one overseeing Clayton's employment, but I believe I was wrong and did not receive a response. Despite the fact that Clayton is a new realtor, I cannot begin to tell you how impressed I was at his knowledge of the area and what might make a good investment. This was invaluable for me as a first-time investor who lacked not just experience, but confidence. I found a lender who gave me the go-ahead to put down payments on multiple seller-financed properties and believed that I was in excellent hands.

Last weekend, Clayton invited me over to his apartment. We were physically intimate. This did not appear to impact our working relationship whatsoever as it wasn't until after that he even showed me any properties. With his guidance, I decided to make offers on two properties at a cumulative value of \$1,124,000: one at 7609 N Lynn Oaks Drive and the other at 19777 N 76th Avenue, apartment 2228. Both of my offers were at list price and our down payment was at or even more than what the sellers offered to carry. I was told that he submitted both with proof of funds from my lender on Wednesday afternoon. He had me guarantee him via text that I would not under any circumstances back out of the deals unless there was a material defect because it would make him look bad. Of course, I agreed not to, as it was my full intention to purchase the properties. Our offers were to expire the following evening.

On Wednesday evening, after discussing the possibility of dating during or after the purchase of the properties, Clayton snapped and said he would no longer be representing me as my realtor. He had mentioned several times prior that he didn't feel like he or our interest was being taken seriously by the seller's agents, and so his suggestions to either pull the offer or resubmit it with another realtor - all less than ten hours after our offer was submitted - seemed unfathomable to me. I did not want to be seen by the homeowners as someone who was flighty, and it seemed to me like Clayton was being extremely childish and immature to pull such a move. This was the opposite of the professional I had seen up to that point.

On Thursday, an argument ensued after Clayton's lack of transparency about where things stood with the properties (and whether or not he was representing me), as well as an argument about taking the Plan B pill. I hate to bring that up, as I know it's very personal, but I believe it is relevant simply because my decision should not have clouded Clayton's duties to me as his client while we had active offers. I was subjected to hours of insults during an extremely stressful time as I waited to see if offers were accepted or not. I asked him whether or not he had pulled them, if he had withdrawn as my agent, and if neither had happened and he still represented me, if he had any updates. Most of my questions were unanswered, but I was told less than two hours prior to the offers expiring at 8pm on May 25th that neither had been responded to.

After 8pm, I looked online and saw that the property on N 76th was listed as under contract as of the 24th, which was the day we made the offer. On Zillow, it appeared that the price that had been accepted was \$425,000, which was what we offered. I contacted Clayton again and asked him if it was ours, then told him I would contact the listing agent, Nolan Rucker, if I didn't hear back. I also asked what the status was on the N Lynn Oaks property and said I would email the broker, John Izzo, if he didn't respond. After further silence from Clayton, I contacted both of them. John told me that Clayton never sent him the offer and Nolan said that the sellers had taken a traditional offer, but that, to my surprise, Clayton had been on top of it and knew that we would be in first position if that offer didn't work out. These were both contrary to what I had been told, as the last thing he said was that our offers had been ignored. On Friday morning, I texted Clayton to ask what was going on, but got no response. I asked him to be connected with his broker, who I presumed to be Austin Zaback, but again, got no response.

Since Clayton hadn't e-mailed John my offer on N Lynn Oaks despite claiming he did, I sent it over. John said he didn't understand why Clayton hadn't sent it over because it was a great offer. He said that their buyer was going to back out and that if we wanted the property, we could have it if we acted quickly. The other agent, Nolan, had said Clayton was still in communication with him regarding my offer, so I presumed that he was still representing me in both deals. John tried to call Clayton, who gave a wrong number on the contract I sent over. I tried to communicate directly with Clayton about this, but again, both my texts and emails were ignored. Finally, Clayton connected with John to tell him that I was a former client and that he was welcome to represent me. I was stunned to be thrown to the seller's agent when I trusted Clayton and wanted to hear more about his concerns about the property. Despite the fact that my funding for the deal had been secured, I didn't want to proceed with the purchase if my only option was to hire a broker who likely had the seller's best-interest at heart. Clayton did not contact me to tell me that he had referred me to John, so I was told by John himself that he would be representing me going forward. In addition, I still have no idea where things stand with the N 76th Street property and doubt that Clayton will keep me informed.

Stunned and appalled don't even begin to describe how I feel right now. I cannot imagine that your company would want to continue to employ someone who is so flighty and throws away what would have been \$1.124m in deals over personal issues. I have a strong group of lenders behind me and would have looked forward to closing millions more with Clayton since it seemed like he "got" me and understood what I was looking for in investment properties. I'm stunned that he chose to pull the rug out from under me and sabotage my deals because of a personal vendetta against me.

I had not watched Clayton on the Bachelor last year, but he told me he had been gaslit on the show and was traumatized by it. I believed him. But, after the way he treated me on Thursday, I pulled up several clips from the show where three women broke down because he misled them and wasn't transparent, which is exactly how he behaved with me. He flipped a switch and was cold as ice. I was stunned that there were several articles about him where therapists and behavioral experts talked about how his treatment of the women on the show was a perfect example of gaslighting. I only mention this behavior because I believe it is indicative of how he treats other people, and since so much of real estate is relationships, you should know that he can build them up fast and tear them down even faster. In my opinion, he has been cruel, vindictive, and manipulative, which will make your business suffer. It pains me to say that I'm sure he will act in his own self-interest in his dealings with others.

I've been struggling to hit "send" on this email because I want to believe that Clayton is the agent that I saw at the beginning of the process and who I'm sure you've seen. I cannot say enough how brilliant and naturally gifted I think he is and know he would be an amazing asset to any company if he didn't have another side to him. You've probably never seen it and maybe this will fall on deaf ears, but as a business owner myself, I would want to know if I had an employee who was losing me millions of dollars of deals out of spite. I don't know if he's either a tremendous asset or a huge liability, and maybe it depends on the day. I was so excited to have him representing me, but have been so disheartened with what has transpired.

I'd still be open to working with Clayton if he could be the agent he was when I first met him because I *truly* trusted his opinion. However, it seems like he has stopped all communication and I will not receive any further updates from him regarding the property on N 76th Street that I made an offer on. I don't know what he is telling the agent who he is in communication with, but I am out of the loop.

I planned to file a complaint with the ADRE and/or the AAR, as I know that his conduct has been undoubtedly unacceptable, but read that I should try to resolve this with his Designated Broker first. I've been nervous and on edge this week because I put my trust in my realtor and he ended up working against me. I really appreciate your taking the time to read this email. If you have further questions, you are welcome to email me at [redacted] or call me at [redacted]

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



Laura Owens <[redacted]>

Dispute with realtor Clayton Zaback

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>
Cc: [redacted]

Tue, May 30, 2023 at 7:57 AM

Good morning, Laura,
Thank you for your email.
What would be an acceptable resolution of this for you?

[Quoted text hidden]



Laura Owens <[REDACTED]>

Dispute with realtor Clayton Zaback

Laura Owens <[REDACTED]>
To: Cathy Swan <[REDACTED]>
Cc: [REDACTED]

Tue, May 30, 2023 at 7:49 PM

Thank you for your response. There are several questions that I would like answers to.

- Why did he have me fill out the paperwork to make an offer on N Lynn Oaks and never submit it? He didn't reply when I asked him what was going on. It seemed like a deliberate move and I don't know why.

- Once the realtor told me that Clayton hadn't submitted it, why didn't he immediately do so? Once I sent it over myself, the realtor also said that the number Clayton listed on it was a number that was not in service.

- Why didn't he just transfer me over to a broker who would represent my best interest when I asked him several times to instead of telling the seller's agent that he could "take over the contract"?

- Why did he tell me that neither of the realtors had gotten back to him about the offers when the realtor on N Lynn Oaks said that Clayton knew what was going on with us being the first backup AND that he was really on top of it?

- It's my understanding that he broke just about every ethical code in the way he conducted himself last Wednesday night. He knew that the supposed offers he made were only good for 24 hours. I had proof of funds and guaranteed him I would not back out of the deals. Could he really not have at least represented me for less than those 24 hours until we knew what was going on with the offers?

- What is the status of the property on N 76th? Am I still the first backup offer?

I feel like I'm stuck between a rock and a hard place. I want to be represented by a realtor who knows investment properties and has a good eye for things. As I have tried and tried to find another realtor over the past few days, I have not found one who I believe understood what I have been looking for like Clayton did. He gave me a tremendous amount of confidence in what I was doing and he wasn't trying to sell me a property just for the sake of selling it.

If I were to summarize what I really want from Clayton, it's an answer about why he lied to me about the properties. I know he's a new realtor, so if he were to say these were mistakes but he wanted to make it right and continue to work on my behalf, I would understand. That would be an acceptable solution.

He dropped me as a client *after* he supposedly made these offers. He would need to provide a *really* good reason for why the offer on N Lynn Oaks wasn't submitted after he had me sign it, why he lied to me about not hearing anything on N 76th, etc., and why he stopped communication during what was the most nerve-wracking 24 hours of my life (as a potential first time homebuyer making two offers on houses).

If he says it was our personal issues that made him drop out after supposedly making the offers just hours before, that's a completely unacceptable answer. I was owed fiduciary duties by Clayton as my realtor that were not fulfilled to say the least. If he has a propensity to act in his own self interest and not in that of his client, I believe that under no circumstances should he remain a licensed realtor and have the opportunity to do this to someone else. The more I have looked into the duties that realtors have to their clients, the more I see how Clayton abused his power.

Unless he wants to make things right, I will be filing a complaint with the ADRE and/or the AAR. I cannot reiterate enough that if his excuse for dropping out hours after making an offer is because of personal reasons, it will not prevent me from filing a complaint. There are so many properties that I thought I could buy with Clayton's help and without his guidance, I feel paralyzed. I have lenders who want to give me money for the down payment on several seller financed properties and I think Clayton is foolish to miss out on those commissions and change his behavior.

Thank you for taking the time to read this.

All the best,

Laura Owens

[Quoted text hidden]



Laura Owens <[redacted]>

Dispute with realtor Clayton Zaback

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>
Cc: [redacted]

Wed, May 31, 2023 at 11:12 AM

I would be happy to refer you to another eXp agent to represent you moving forward, either on the Zaback Team or just within the brokerage. We have many agents who are well-versed in the investment market. But based on what has transpired, it does not make sense to continue working with Clayton. Please let me know if you would like a referral to another agent.

Best regards,
Cathy Swann
Designated Broker, Arizona

[redacted]
BROKER HOTLINE [redacted]

[eXp Agents - Click here to give us ideas for classes!](#)



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[Quoted text hidden]



Laura Owens <[redacted]>

Dispute with realtor Clayton Zaback

Laura Owens <[redacted]>
To: Cathy Swann <[redacted]>

Wed, May 31, 2023 at 12:02 PM

I appreciate that and would love a referral. Does Clayton have answers to the questions I asked?

All the best,

Laura Owens
Nobody Told Me! | *Quartet Farms* | *TEDx talk*



[Quoted text hidden]

On May 31, 2023, at 11:13 AM, [redacted]

wrote:

Phone [redacted]

Email [redacted]



Laura Owens <[REDACTED]>

Dispute with realtor Clayton Zaback

Cathy Swann <[REDACTED]>

Thu, Jun 1, 2023 at 2:02 PM

To: Laura Owens <[REDACTED]>

I am going to refer you to Matthew Chick and I will have him reach out to you. He and his team are well-versed in all things investment and I think you'll be very pleased with the information and service they can provide. From what I understand, those issues have been discussed directly with Clayton already, and I do not have any additional information.

Best regards,
Cathy Swann
Designated Broker, Arizona

[REDACTED]
BROKER HOTLINE [REDACTED]



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[Quoted text hidden]



**CORRESPONDENCE WITH N LYNN OAKS REALTOR
WHERE I DISCOVERED MY OFFER HAD NEVER BEEN SUBMITTED**

Laura Owens <[REDACTED]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[REDACTED]>
To: [REDACTED]
Cc: [REDACTED]

Thu, May 25, 2023 at 9:49 PM

Hi John,

My name is Laura Owens and I apologize for the late email, but wanted to check in regarding the status of my offer on 7609 N Lynn Oaks Drive. I have been trying to get an answer from my realtor, Clayton Echard, about if the offer expired or was accepted, but I have not heard back. If it was, I have every plan to move forward and take the next steps to close the deal, and didn't want you to think that I was not interested. Please let me know.

Thank you!

All the best,



Laura Owens

Nobody Told Me! | Quartet Farms | TEDx talk



Phone [REDACTED]

Email [REDACTED]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

John Izzo <[redacted]>
To: Laura Owens <[redacted]>

Thu, May 25, 2023 at 10:50 PM

I didn't receive an offer from you or Clayton.

Sent from my iPhone

On May 25, 2023, at 9:49 PM, Laura Owens <[redacted]> wrote:

Hi John,

My name is Laura Owens and I apologize for the late email, but wanted to check in regarding the status of my offer on 7609 N Lynn Oaks Drive. I have been trying to get an answer from my realtor, Clayton Echard, about if the offer expired or was accepted, but I have not heard back. If it was, I have every plan to move forward and take the next steps to close the deal, and didn't want you to think that I was not interested. Please let me know.

Thank you!

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[redacted]>
To: John Izzo <[redacted]>
Bcc: [redacted]

Fri, May 26, 2023 at 8:23 AM

Hi John,

CC'ing Clayton on here as well. Here was the offer that I signed and was submitted on Wednesday afternoon.

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]

On Thu, May 25, 2023 at 10:50 PM John Izzo <[redacted]> wrote:
I didn't receive an offer from you or Clayton.

Sent from my iPhone

On May 25, 2023, at 9:49 PM, Laura Owens <[redacted]> wrote:

Hi John,

My name is Laura Owens and I apologize for the late email, but wanted to check in regarding the status of my offer on 7609 N Lynn Oaks Drive. I have been trying to get an answer from my realtor, Clayton Echard, about if the offer expired or was accepted, but I have not heard back. If it was, I have every plan to move forward and take the next steps to close the deal, and didn't want you to think that I was not interested. Please let me know.

Thank you!

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[redacted]>
To: John Izzo <[redacted]>

Fri, May 26, 2023 at 8:28 AM

I apologize - forgot to attach it!

[Purchase contract - 7609 N Lynn Oaks.pdf](#)

[Quoted text hidden]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[redacted]>
To: John Izzo <[redacted]>

Fri, May 26, 2023 at 11:57 AM

Hi John,

Just wanted to make sure you got my offer as I still haven't been able to reach Clayton. Attaching it here.

Thanks!

Laura Owens

[Quoted text hidden]

 **Purchase contract - 7609 N Lynn Oaks.pdf**
603K



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

John Izzo <[redacted]>
To: Laura Owens <[redacted]>

Fri, May 26, 2023 at 1:57 PM

Not sure why your agent did not submit this offer.
The offer would be good for back up position.
May have some issues with the current contract.

On May 26, 2023, at 11:57 AM, Laura Owens <[redacted]> wrote:

Hi John,

Just wanted to make sure you got my offer as I still haven't been able to reach Clayton. Attaching it here.

Thanks!

Laura Owens

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[Purchase contract - 7609 N Lynn Oaks.pdf](#)

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Thank you!

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [REDACTED]

Email [REDACTED]

<Purchase contract - 7609 N Lynn Oaks.pdf>



PO Box 4070
Castaic, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	1 of 2

Rec

ACCOUNT BALANCE SUMMARY

Savings	
Checking	
Money Market	\$448,618.25
Certificates	-
IRAs	-
Vehicle Loans	-
Home Equity	-
Mortgage	-
ReadyLine & Other Loans	-



Your Relationship Rewards
tier for
APRIL is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$0.90

Transaction Date	Post Date	Transaction Description	Amount	New Balance
		Previous Balance		
04/01		Deposit Dividend Tiered Rate	0.23	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.300%		
		Based on an Average Daily Balance of \$ 913.91		
04/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$20.01

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	
04/03	03/28	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
04/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.200%	
		Based on an Average Daily Balance of \$ 29,542.94	
04/11		Processed Check - CAPITAL ONE ARC: CHECK PYMT #1230	
04/12		Ending Balance	

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	2 of 2

PREMIER CHECKING

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT
--------	------	--------	--------	------	--------	--------	------	--------

MONEY MARKET CHECKING (ID 40)

Previous Balance:	\$447,828.96	Dividends Earned in 2023:	\$2,861.38
1 Deposits/Credits:	+ \$789.29		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$448,618.25		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 447,828.96
04/01		Deposit Dividend Tiered Rate	789.29
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 2.100%	
		Based on an Average Daily Balance of \$ 447,639.74	
04/12		Ending Balance	\$ 448,618.25

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$2,882.29

Name: Relationship:
Beneficiary



Federally Insured by NCUA

You should review your account balances and transactions regularly. If you discover any discrepancies, please inform us immediately. You can reach us at (800) 328-5328. If you have unresolved concerns after calling us, you can report them directly to our Supervisory Committee by U.S. mail at P.O. Box 4064 Castaic, CA 91310.



PO Box 4070
Castro, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	1 of 2

ACCOUNT BALANCE SUMMARY

Savings	\$914.35
Checking	\$17,162.06
Money Market	\$449,970.88
Certificates	—
IRAs	—
Vehicle Loans	—
Home Equity	—
Mortgage	—
ReadyLine & Other Loans	—



Your Relationship Rewards
tier for
MAY is:

PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$1.11

Transaction Date	Post Date	Transaction Description	Amount	New Balance
05/01		Previous Balance		
		Deposit Dividend Tiered Rate	0.21	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.280% Based on an Average Daily Balance of \$ 914.14		
05/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$24.02

Transaction Date	Post Date	Transaction Description	Amount
04/17		Previous Balance	
		Processed Check - DISCOVER ARC: PAYMENTS #1231	
05/01	04/25	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
05/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.200% Based on an Average Daily Balance of \$ 24,235.23	
05/12		Ending Balance	

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	2 of 2

PREMIER CHECKING (ID 09)

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e Indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

	/	C		/	C	
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MONEY MARKET CHECKING

Previous Balance:	\$448,618.25	Dividends Earned in 2023:	\$3,627.42
2 Deposits/Credits:	+ \$1,352.63		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$449,970.88		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 448,618.25
04/15		Deposit by Check	586.59 ✓
05/01		Deposit Dividend Tiered Rate	766.04 ✓
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 2.100% Based on an Average Daily Balance of \$ 448,931.10	
05/12		Ending Balance	\$ 449,970.88

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$3,652.55

Name: _____ Relationship:
Beneficiary



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This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. Read the entire contract *before* you sign it.
- 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. Review the Inspection Paragraph (see Section 6a).

If important to you, hire a qualified:

- General home inspector
- Heating/cooling inspector
- Mold inspector
- Pest inspector
- Pool inspector
- Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).

It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
- 6. Read the title commitment within five (5) days of receipt (see Section 3c).
- 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. **Always independently confirm wiring instructions prior to wiring any money.** Do not email or transmit documents that show bank account numbers or personal identification information.



Buyer's Check List

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

- 1a. 1. BUYER: LizMax Investments LLC
BUYER'S NAME(S)
- 2. SELLER: KURT BIEDERMAN BIEDERMAN ENTERPRISE LLC 401K PLAN 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").
- 1b. 5. Premises Address: 19777 N 76Th St Apt 2228 Assessor's #: [REDACTED]
- 6. City: Scottsdale County: Maricopa AZ, Zip Code: 85255-3820
- 7. Legal Description: LOT 2228 VENU AT GRAYHAWK CONDOMINIUM MCR 067243
- 8. _____
- 9. _____
- 1c. 10. \$ 425,000.00 Full Purchase Price, paid as outlined below
- 11. \$ 4,250.00 Earnest Money To be applied to down payment
- 12. \$ 76,500.00 Down payment (to be paid by private lender)
- 13. \$ 348,500.00 Loan Amount (to be seller financed)
- 14. _____
- 15. _____
- 16. _____
- 17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____
- 18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.
- 19. IF THIS IS AN ALL CASH SALE: A Letter of Credit or a source of funds from a financial institution documenting the availability of
- 20. funds to close escrow is attached hereto.
- 1d. 21. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 24. June 27, 2023 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
- 25. COE shall occur on the next day that both are open for business.
- 26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
- 28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
- 29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
- 30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
- 31. All funds are to be in U.S. currency.
- 1e. 32. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
- 33. system/alarms, and all common area facilities to Buyer at COE or _____
- 34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
- 35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. Addenda Incorporated: Additional Clause Buyer Contingency Domestic Water Well H.O.A.
- 37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale
- 38. Solar Addendum Other: _____

>>

SELLER SELLER

<Initials

Residential Resale Real Estate Purchase Contract • Updated: October 2022
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Initials>

BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 1g. 39. Fixtures and Personal Property: For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
- 40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
- 41. property (i.e., remote controls) shall convey in this sale. Including the following:
 - 42. • built-in appliances, ceiling fans and remotes • media antennas/satellite dishes (affixed) • storage sheds
 - 43. • central vacuum, hose, and attachments • outdoor fountains and lighting • storm windows and doors
 - 44. • draperies and other window coverings • outdoor landscaping (i.e., shrubbery, • stoves: gas-log, pellet, wood-burning
 - 45. • fireplace equipment (affixed) trees and unpotted plants) • timers (affixed)
 - 46. • floor coverings (affixed) • shutters and awnings • towel, curtain and drapery rods
 - 47. • free-standing range/oven • smart home devices, access to which • wall mounted TV brackets and hardware
 - 48. • garage door openers and remotes shall be transferred (i.e., video doorbell, (excluding TVs)
 - 49. • light fixtures automated thermostat) • water-misting systems
 - 50. • mailbox • speakers (flush-mounted) • window and door screens, sun shades
- 51. If owned by Seller, the following items also are included in this sale:
 - 52. • affixed alternate power systems serving • in-ground pool and spa/hot tub equipment • security and/or fire systems and/or alarms
 - 53. the Premises (i.e., solar) and covers (including any mechanical or • water purification systems
 - 54. other cleaning systems) • water softeners
- 55. Additional existing personal property included in this sale (if checked):
- 56. refrigerator (description): Kenmore (Model #: 253.7050561A) as seen in property on 05/21/23
- 57. washer (description): Samsung VRTplus as seen in property on 05/21/23
- 58. dryer (description): As seen in MLS pictures and property on 05/21/23
- 59. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description):
- 60. _____
- 61. other personal property not otherwise addressed (description): _____
- 62. other personal property not otherwise addressed (description): _____
- 63. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no
- 64. monetary value, and free and clear of all liens or encumbrances.
- 65. Leased items shall NOT be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
- 66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the
- 67. notice, whichever is later.
- 68. IF THIS IS AN ALL CASH SALE: Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. Pre-Qualification: An AAR Pre-Qualification Form is attached hereto and incorporated herein by reference.
- 2b. 70. Loan Contingency: Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
 - 71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
 - 72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. No later than three (3) days prior to the
 - 73. COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan
 - 74. approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or
 - 75. Escrow Company notice of inability to obtain loan approval without PTD conditions.
- 2c. 76. Unfulfilled Loan Contingency: This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
 - 77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
 - 78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
 - 79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
 - 80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
 - 81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
 - 82. are not refundable.
- 2d. 83. Interest Rate / Necessary Funds: Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
 - 84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
 - 85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
 - 86. contingency.
- 2e. 87. Loan Status Update: Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
 - 88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
 - 89. Broker(s) and Seller upon request.

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SELLER	SELLER

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LO	
BUYER	BUYER

Residential Resale Real Estate Purchase Contract >>

- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
- 173. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
- 175. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
- 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, (BUYER'S INITIALS REQUIRED) _____ BUYER

182. If Premises were constructed in 1978 or later, (BUYER'S INITIALS REQUIRED) LO BUYER

>>

 SELLER SELLER

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 BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 4e. 183. Affidavit of Disclosure: If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
- 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
- 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
- 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. Changes During Escrow: Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
- 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
- 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
- 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. Condition of Premises: **BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
- 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied,
- 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
- 194. the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will
- 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
- 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
- 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
- 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
- 199. improvements will be addressed pursuant to Section 6j.
- 5b. 200. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
- 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
- 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
- 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
- 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
- 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
- 206. Seller's knowledge.
- 5c. 207. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
- 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
- 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
- 210. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:
- 211. _____
- 212. _____

6. DUE DILIGENCE

- 6a. 213. Inspection Period: Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
- 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
- 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
- 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
- 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
- 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
- 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
- 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
- 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
- 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
- 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
- 224. Advisory to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. Square Footage: **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
- 226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
- 227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. Wood-Destroying Organism or Insect Inspection: **IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
- 229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
- 230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
- 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
- 232. performed at Buyer's expense.
- 6d. 233. Flood Hazard: **FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
- 234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
- 235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
- 236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e. 237. Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND
238. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE
239. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any
240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. Sewer or On-site Wastewater Treatment System: The Premises are connected to a:

242. sewer system conventional septic system alternative system

243. IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION

244. PERIOD. If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility

245. Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) LO BUYER BUYER

6g. 247. Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
250. of the Arizona Department of Health Services approved private pool safety notice.

251. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 252. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT
253. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING
254. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S
255. DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE
256. SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY
257. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD
258. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

259. (BUYER'S INITIALS REQUIRED) LO BUYER BUYER

6i. 260. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
263. provided in a single notice.

6j. 264. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
265. signed notice of the items disapproved and state in the notice that Buyer elects to either:

266. (1) Immediately cancel this Contract, in which case:

267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. OR

274. (2) Provide Seller an opportunity to correct or address the items disapproved, in which case:

275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
277. Seller's refusal to correct or address any of the items disapproved.

278. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a
279. workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days
280. or _____ days prior to the COE Date.

281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

285. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend
286. response times or cancellation rights.

287. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
288. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
289. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

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6k. 290. Home Warranty Plan: Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and 292. most plans exclude pre-existing conditions.

293. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage 294. _____, to be issued by _____ at a cost 295. not to exceed \$ _____, to be paid for by Buyer Seller Split evenly between Buyer and Seller 296. Buyer declines the purchase of a Home Warranty Plan.

297. (BUYER'S INITIALS REQUIRED) LO BUYER BUYER

6l. 298. Walkthrough(s): Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

6m. 302. Seller's Responsibility Regarding Inspections and Walkthrough(s): Seller shall make the Premises available for all inspections 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

6n. 305. IRS and FIRPTA Reporting: The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent 309. legal and tax advice.

7. REMEDIES

7a. 310. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur 314. to cure a potential breach, COE shall occur on the next day that both are open for business.

7b. 315. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant 321. to Section 2, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. 325. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

7d. 334. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the 335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 341. Attorney Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert 343. witness fees, fees paid to investigators, and arbitration costs.

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8. ADDITIONAL TERMS AND CONDITIONS

Proposed Seller Financing Terms:

- 8a. 344. - 18% downpayment from buyer (private lender), 82% seller finance
- 345. - 15-year seller carryback duration, 30-year amortization schedule with balloon
- 346. payment taking place 15 years from contract acceptance (05/31/2038)
- 3% interest rate
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- 8b. 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i. 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the actor event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 434. (SELLER'S INITIALS REQUIRED) _____ (BUYER'S INITIALS REQUIRED) LO _____
SELLER SELLER BUYER BUYER
- 8o. 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by May 25 2023 at 8 a.m./p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. **THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.**

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8q. 443. Broker on behalf of Buyer:

444. Clayton R Echard ce228 SA707472000
445. Austin Zaback az115 SA661180000
446. eXp Realty 147041676
447. Scottsdale AZ 85254 LC634213048
448. Preferred Telephone Fax Email

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. [X] Buyer, [] Seller; or [] both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

453. Laura Owens 05/24/2023
454. LizMax Investments LLC
455. Address
456. City, State, Zip Code

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

458. Print Agent's Name Agent MLS Code Agent State License No.
459. Print Agent's Name Agent MLS Code Agent State License No.
460. Print Firm Name Firm MLS Code
461. Firm Address State Zip Code Firm State License No.
462. Preferred Telephone Fax Email

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. [] Seller; or [] both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. [] Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. Seller's Signature MO/DA/YR
470. Kurt Biederman Biederman Enterprise LLC 401K Plan
471. Address
472. City, State, Zip Code

473. [] Offer Rejected by Seller: Month Day Year, 20 (Seller's Initials)

For Broker Use Only:

Brokerage File/Log No. Manager's Initials Broker's Initials Date MO/DA/YR

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") eXp Realty
- 2. acting through Clayton R Echard Austin Zaback
LICENSEE'S NAME LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. I. Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. III. Broker Representing both Seller and Buyer (Limited Representation): A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE
- 32. RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL
- 33. AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.

ELECTION

- 34. Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.

47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

48. LizMax Investments LLC

^ PRINT NAME

^ PRINT NAME

49. Laura Owens

05/24/2023

^ SIGNATURE

MO/DA/YR

^ SIGNATURE

MO/DA/YR



PO Box 4070
Castaic, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	1 of 2

Rec

ACCOUNT BALANCE SUMMARY

Savings	
Checking	
Money Market	\$448,618.25
Certificates	-
IRAs	-
Vehicle Loans	-
Home Equity	-
Mortgage	-
ReadyLine & Other Loans	-



Your Relationship Rewards
tier for
APRIL is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$0.90

Transaction Date	Post Date	Transaction Description	Amount	New Balance
		Previous Balance		
04/01		Deposit Dividend Tiered Rate	0.23	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.300%		
		Based on an Average Daily Balance of \$ 913.91		
04/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$20.01

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	
04/03	03/28	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
04/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.200%	
		Based on an Average Daily Balance of \$ 29,542.94	
04/11		Processed Check - CAPITAL ONE ARC: CHECK PYMT #1230	
04/12		Ending Balance	

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	2 of 2

PREMIER CHECKING

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT
--------	------	--------	--------	------	--------	--------	------	--------

MONEY MARKET CHECKING (ID 40)

Previous Balance:	\$447,828.96	Dividends Earned in 2023:	\$2,861.38
1 Deposits/Credits:	+ \$789.29		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$448,618.25		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 447,828.96
04/01		Deposit Dividend Tiered Rate	789.29
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 2.100%	
		Based on an Average Daily Balance of \$ 447,639.74	
04/12		Ending Balance	\$ 448,618.25

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$2,882.29

Name: Relationship:
Beneficiary



Federally Insured by NCUA

You should review your account balances and transactions regularly. If you discover any discrepancies, please inform us immediately. You can reach us at (800) 328-5328. If you have unresolved concerns after calling us, you can report them directly to our Supervisory Committee by U.S. mail at P.O. Box 4064 Castaic, CA 91310.



PO Box 4070
Castro, CA 91310

800.328.5328
818.565.2020
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Statement of Account

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	1 of 2

ACCOUNT BALANCE SUMMARY	
Savings	\$914.35
Checking	\$17,162.06
Money Market	\$449,970.88
Certificates	—
IRAs	—
Vehicle Loans	—
Home Equity	—
Mortgage	—
ReadyLine & Other Loans	—



Your Relationship Rewards tier for MAY is:

PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance: _____ Dividends Earned in 2023: \$1.11
 1 Deposits/Credits:
 0 Withdrawals/Debits:
 New Balance: _____

Transaction Date	Post Date	Transaction Description	Amount	New Balance
05/01		Previous Balance		
		Deposit Dividend Tiered Rate	0.21	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.280% Based on an Average Daily Balance of \$ 914.14		
05/12		Ending Balance		

PREMIER CHECKING

Previous Balance: _____ Dividends Earned in 2023: \$24.02
 2 Deposits/Credits:
 3 Withdrawals/Debits:
 New Balance: _____

Transaction Date	Post Date	Transaction Description	Amount
04/17		Previous Balance	
		Processed Check - DISCOVER ARC: PAYMENTS #1231	
05/01	04/25	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
05/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.200% Based on an Average Daily Balance of \$ 24,235.23	
05/12		Ending Balance	

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	2 of 2

PREMIER CHECKING (ID 09)

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e Indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

	/	C		/	C	
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MONEY MARKET CHECKING

Previous Balance:	\$448,618.25	Dividends Earned in 2023:	\$3,627.42
2 Deposits/Credits:	+ \$1,352.63		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$449,970.88		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 448,618.25
04/15		Deposit by Check	586.59 ✓
05/01		Deposit Dividend Tiered Rate	766.04 ✓
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 2.100% Based on an Average Daily Balance of \$ 448,931.10	
05/12		Ending Balance	\$ 449,970.88

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$3,652.55

Name: _____ Relationship:
Beneficiary



Federally Insured by NCUA



This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. Read the entire contract *before* you sign it.
- 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. Review the Inspection Paragraph (see Section 6a).

If important to you, hire a qualified:

- General home inspector
- Heating/cooling inspector
- Mold inspector
- Pest inspector
- Pool inspector
- Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
- 6. Read the title commitment within five (5) days of receipt (see Section 3c).
- 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. ***Always independently confirm wiring instructions prior to wiring any money.*** Do not email or transmit documents that show bank account numbers or personal identification information.

Buyer's Check List

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

- 1a. 1. BUYER: L Max Investments LLC
BUYER'S NAME(S)
- 2. SELLER: DANA L KUZMA DANA KUZMA REVOCABLE TRUST 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").
- 1b. 5. Premises Address: 7609 N Lynn Oaks Dr Assessor's #: 174-25-035
- 6. City: Scottsdale County: Maricopa AZ, Zip Code: 85258-3436
- 7. Legal Description: LOT 31 SPANISH OAKS UNIT 1 MCR 019729
- 8. _____
- 9. _____
- 1c. 10. \$ 699,000.00 Full Purchase Price, paid as outlined below
- 11. \$ 6,990.00 Earnest Money To be applied to down payment
- 12. \$ 69,900.00 Down payment (to be paid by private lender)
- 13. \$ 629,100.00 Loan Amount (to be seller financed)
- 14. _____
- 15. _____
- 16. _____
- 17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____
- 18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.
- 19. IF THIS IS AN ALL CASH SALE: A Letter of Credit or a source of funds from a financial institution documenting the availability of
- 20. funds to close escrow is attached hereto.
- 1d. 21. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 24. June 27, 2023 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
- 25. COE shall occur on the next day that both are open for business.
- 26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
- 28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
- 29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
- 30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
- 31. All funds are to be in U.S. currency.
- 1e. 32. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
- 33. system/alarms, and all common area facilities to Buyer at COE or _____
- 34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
- 35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. Addenda Incorporated: Additional Clause Buyer Contingency Domestic Water Well H.O.A.
- 37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale
- 38. Solar Addendum Other: _____

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SELLER SELLER

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Initials >

BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 1g. 39. Fixtures and Personal Property: For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- 42. • built-in appliances, ceiling fans and remotes • media antennas/satellite dishes (affixed) • storage sheds
 - 43. • central vacuum, hose, and attachments • outdoor fountains and lighting • storm windows and doors
 - 44. • draperies and other window coverings • outdoor landscaping (i.e., shrubbery, trees and unpotted plants) • stoves: gas-log, pellet, wood-burning
 - 45. • fireplace equipment (affixed) • shutters and awnings • timers (affixed)
 - 46. • floor coverings (affixed) • smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) • towel, curtain and drapery rods
 - 47. • free-standing range/oven • wall mounted TV brackets and hardware (excluding TVs)
 - 48. • garage door openers and remotes • water-misting systems
 - 49. • light fixtures • window and door screens, sun shades
 - 50. • mailbox • speakers (flush-mounted)
51. If owned by Seller, the following items also are included in this sale:
- 52. • affixed alternate power systems serving • in-ground pool and spa/hot tub equipment • security and/or fire systems and/or alarms
 - 53. the Premises (i.e., solar) and covers (including any mechanical or other cleaning systems) • water purification systems
 - 54. • water softeners
55. Additional existing personal property included in this sale (if checked):
56. refrigerator (description): Wood-panel covered fridge as seen in property on 05/23/23
57. washer (description): Samsung AquaJet as seen in property on 05/23/23
58. dryer (description): Samsung Steam MoistureSensor as seen in property on 05/23/23
59. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description):
60. _____
61. other personal property not otherwise addressed (description): Grill as seen on property on 05/23/23
62. other personal property not otherwise addressed (description): _____
63. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no
64. monetary value, and free and clear of all liens or encumbrances.
65. Leased items shall NOT be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the
67. notice, whichever is later.
68. **F THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. Pre-Qualification: An AAR Pre-Qualification Form is attached hereto and incorporated herein by reference.
- 2b. 70. Loan Contingency: Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. No later than three (3) days prior to the
73. COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan
74. approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or
75. Escrow Company notice of inability to obtain loan approval without PTD conditions.
- 2c. 76. Unfulfilled Loan Contingency: This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. 83. Interest Rate / Necessary Funds: Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. 87. Loan Status Update: Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.

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SELLER SELLER

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Initials>

BUYER

Residential Resale Real Estate Purchase Contract >>

- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the Loan Estimate Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback _____
98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer 0 % of the Purchase Price OR \$ 0.00 (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by Buyer Seller Other _____
112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee will will not be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

117. American Title Service Agency - Eileen Brown
ESCROW/TITLE COMPANY

118. 2225 W. Whispering Wind Dr., #101 Phoenix AZ 85085
ADDRESS CITY STATE ZIP

119. _____
EMAIL PHONE FAX

3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.

3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

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SELLER SELLER

BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
- 173. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
- 175. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
- 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, (BUYER'S INITIALS REQUIRED) _____ BUYER

182. If Premises were constructed in 1978 or later, (BUYER'S INITIALS REQUIRED) LO BUYER

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- 4e. 183. Affidavit of Disclosure: If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
- 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
- 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
- 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. Changes During Escrow: Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
- 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
- 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
- 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL
- 192. CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE. Seller makes no warranty to Buyer, either express or implied,
- 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
- 194. the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will
- 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
- 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
- 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
- 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
- 199. improvements will be addressed pursuant to Section 6j.
- 5b. 200. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
- 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
- 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
- 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
- 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
- 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
- 206. Seller's knowledge.
- 5c. 207. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
- 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
- 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
- 210. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:
- 211. _____
- 212. _____

6. DUE DILIGENCE

- 6a. 213. Inspection Period: Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
- 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
- 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
- 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
- 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
- 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
- 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
- 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
- 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
- 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
- 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
- 224. Advisory to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE
- 226. REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL
- 227. MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.
- 6c. 228. Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS
- 229. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE
- 230. INSPECTION PERIOD. Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
- 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
- 232. performed at Buyer's expense.
- 6d. 233. Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE
- 234. DETERMINED BY BUYER DURING THE INSPECTION PERIOD. If the Premises are situated in an area identified as having
- 235. any special flood hazards by any governmental entity, THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD
- 236. INSURANCE. Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e. 237. Insurance: **IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND
238. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE
239. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. Sewer or On-site Wastewater Treatment System: The Premises are connected to a:

242. sewer system conventional septic system alternative system

243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION
244. PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility
245. Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6g. 247. Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
250. of the Arizona Department of Health Services approved private pool safety notice.

251. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT
253. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING
254. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S
255. DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE
256. SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY
257. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD
258. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

259. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6i. 260. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
263. provided in a single notice.

6j. 264. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
265. signed notice of the items disapproved and state in the notice that Buyer elects to either:

266. (1) Immediately cancel this Contract, in which case:

267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. OR

274. (2) Provide Seller an opportunity to correct or address the items disapproved, in which case:

275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
277. Seller's refusal to correct or address any of the items disapproved.

278. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a
279. workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days
280. or _____ days prior to the COE Date.

281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

285. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will extend
286. response times or cancellation rights.

287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
288. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
289. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

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6k. 290. Home Warranty Plan: Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and 292. most plans exclude pre-existing conditions.

293. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage

294. _____, to be issued by _____ at a cost

295. not to exceed \$ _____, to be paid for by Buyer Seller Split evenly between Buyer and Seller

296. Buyer declines the purchase of a Home Warranty Plan.

297.

(BUYER'S INITIALS REQUIRED)

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6l. 298. Walkthrough(s): Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

6m. 302. Seller's Responsibility Regarding Inspections and Walkthrough(s): Seller shall make the Premises available for all inspections 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

6n. 305. IRS and FIRPTA Reporting: The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent 309. legal and tax advice.

7. REMEDIES

7a. 310. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur 314. to cure a potential breach, COE shall occur on the next day that both are open for business.

7b. 315. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant 321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. 325. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

7d. 334. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the 335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 341. Attorney Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert 343. witness fees, fees paid to investigators, and arbitration costs.

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8. ADDITIONAL TERMS AND CONDITIONS

Proposed Seller Financing Terms:

- 8a. 344. - 10% downpayment from buyer (private lender), 90% seller finance
- 345. - 7-year seller carry back duration, 30-year amortization schedule with balloon
- 346. payment 7 years from contract acceptance (05/31/2030).
- 4% interest rate
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- 8b. 390. Risk of Loss: If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. Copies and Counterparts: A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. Days: All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i. 411. Calculating Time Periods: In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 434. (SELLER'S INITIALS REQUIRED) _____ (BUYER'S INITIALS REQUIRED) CO _____
SELLER SELLER BUYER BUYER
- 8o. 435. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by May 25 2023 at 8 a.m./p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

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8q. 443. Broker on behalf of Buyer:

444. Clayton R Echard ce228 SA707472000
445. Austin Zaback az115 SA661180000
446. eXp Realty 147041676
447. [Redacted] Scottsdale AZ 85254 LC634213048
448. [Redacted] [Redacted]

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. [X] Buyer, [] Seller, or [] both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of

452. a copy hereof including the Buyer Attachment.
453. Laura Owens 05/24/2023
454. LizMax Investments LLC
455. [Redacted]
456. Scottsdale, AZ 85254

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

458. [Redacted]
459. [Redacted]
460. [Redacted]
461. [Redacted]
462. [Redacted]

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. [] Seller; or [] both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. [] Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. [Redacted]
470. DANA L KUZMA DANA KUZMA REVOCABLE TRUST
471. [Redacted]
472. [Redacted]

473. [] OFFER REJECTED BY SELLER: [Redacted], 20 [Redacted] (SELLER'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. [Redacted] Manager's Initials [Redacted] Broker's Initials [Redacted] Date [Redacted]

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") eXp Realty
- 2. acting through Clayton R Echard Austin Zaback
LICENSEE'S NAME LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. I. Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. III. Broker Representing both Seller and Buyer (Limited Representation): A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE
- 32. RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL
- 33. AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.

ELECTION

- 34. Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.

47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

48. LizMax Investments LLC

^ PRINT NAME

^ PRINT NAME

49. Laura Owens

05/24/2023

^ SIGNATURE

MO/DA/YR

^ SIGNATURE

MO/DA/YR

To: Clayton, [REDACTED]



iMessage
Fri, May 26 at 8:31 AM

**MESSAGE I SENT TO
CLAYTON AND THE REALTOR
FOR N 76TH
STREET, WHERE I FOUND
OUT CLAYTON WAS IN
COMMUNICATION WITH THE
REALTOR, BUT NOT WITH ME
ABOUT THE PROPERTY. TO
THIS DAY, WE HAVE NOT
SPOKEN ABOUT IT.**

Hi Nolan, I have been trying to get an answer from my realtor, Clayton Echard, about if the offer we put on 1977 N 76th Street #2228 on the 24th (attached) was accepted, but I have not heard back yet. I noticed on Zillow that an offer was accepted on Wednesday (and from what they say, it is apparently at the price I offered), and I wanted to know if it was mine. If it was, I have every plan to move forward and take the next steps to close the deal and didn't want you to think that I was not interested.



Laura Owens - 19777 N 76th St, 2228 - Residential Purchase Contract (102022).pdf
PDF Document · 1 MB

[REDACTED]
The seller decided to take a traditional offer on Tuesday, but it's a super short inspection period so if it doesn't work out you'll most likely be in first position I will keep you both posted

Thank you!

[REDACTED]
Yes, thank you for the offer as well. Clayton has been on top of it as well

To: John Izzo



iMessage
Fri, May 26 at 1:31 PM

**CORRESPONDENCE WITH N LYNN
OAKS REALTOR WHO TOLD ME
THAT CLAYTON REFERRED ME AS
A CLIENT TO HIM (THE SELLER'S
AGENT) WITHOUT MY KNOWLEDGE
AFTER NOT SUBMITTING THE
OFFER**

Laura, you sent me an email with your offer to purchase
7609 N. Lynn Oaks
Your mailbox is full and the agent that wrote the offer gave me a
wrong number.
My current contract may be falling out of escrow so time is of the
essence.
Thank you,
John Izzo

Let me connect you with him, one second.

Please let me know if you get in touch with him because I haven't
been able to.

Time is of the essence-
The other buyer just canceled. I will wait to put it back on the market
if you'd like to move forward.
What number do you have for Clayton?

Yes, please wait. I have [REDACTED]

I'll try that because the number on the contract is a non working
number.

Ok, perfect. Please let me know if you reach him. I can't.

You can also try [REDACTED]

Any luck?

Yes.
Are you able to speak with me?

Not at the moment, but in a bit I can. What's the update?

The other contract is being canceled.
I spoke with Clayton and he said that I should take over the contract
if you're still interested.

To: John Izzo



Which other contract?

Before your offer, another offer was accepted. I told your agent that was happening. The buyer will not have his down payment funds in time to close escrow. Therefore, I told him that we need to cancel the deal. paperwork is being sent out now to cancel.

Okay! So what step does Clayton need to take next then?

He sent me an email referring you to me. He said you are a former client.

Oh, I didn't know that...I apologize for the mix-up.

No worries.
Would you like to still pursue the purchase?

Let me run the numbers again. I was relying on Clayton's guidance and was told he submitted the offer on the 24th in the afternoon. I was very confident in what he thought of the property. I apologize for the mess this has been!

I spoke to him briefly. He said he is new in the business. He said he was writing an offer on the 23rd. I told him there was negotiations going on with another offer but recommended that he submit an offer anyways. I contacted him the next day to let him know that the offer was accepted and to submit for a back up position. The next thing I heard was from you about your offer which I didn't receive until today.

Fri, May 26 at 6:14 PM

I don't want to hold you up on the sale. I had every intention of buying it, but the way this has gone down with Clayton has given me cold feet. I'm really sorry!

No need to apologies. You need to do what's best for you. Thank you for letting me know.

I will let you know if anything changes! Thank you so much!

**UNRESPONDED TO EMAIL
TO AUSTIN ZABACK**

Laura Owens <[REDACTED]>

Offers made with Clayton Echard this week

Laura Owens <[REDACTED]>

Fri, May 26, 2023 at 7:31 PM

To: [REDACTED]
Cc: [REDACTED]

Hi Austin,

My name is Laura Owens and up until today, I was working with one of your agents, Clayton Echard. Despite the fact that he is a new realtor, I cannot begin to tell you how impressed I was at his knowledge of the area and what might make a good investment. This was invaluable for me as a first-time investor. I found a lender who gave me the go-ahead to put down payments on multiple seller-financed properties and believed that I was in excellent hands.

Last weekend, Clayton invited me over to his apartment when he was, to use his words, "in a vulnerable position of being insanely high", and we were physically intimate. This did not appear to impact our working relationship as it wasn't until after that he even showed me any properties. With his guidance, I decided to make offers on two properties at a cumulative value of \$1,124,000; one is located at 7609 N Lynn Oaks Drive and the other is at 19777 N 76th Avenue, apartment 2228. Both of my offers were at list price and very near the percentages that the seller was offered to carry. I was told that he submitted both with proof of funds from my lender on Wednesday afternoon. He had me guarantee him via text that I would not under any circumstances back out of the deals unless there was a material defect because it would make him look bad. Of course, I agreed not to, as it was my full intention to purchase the properties.

On Wednesday evening, after discussing the possibility of dating during or after the purchase of the properties, Clayton snapped and said he would no longer be representing me as my realtor. He had mentioned several times prior that he didn't feel like he or our interest was being taken seriously by the seller's agents, and so his suggestions to either pull the offer and resign it with you as my broker or get a new realtor and resubmit the offer - all less than ten hours after our offer was submitted - seemed unfathomable to me. I did not want to be seen by the homeowners as someone who was flighty, and it seemed to me like Clayton was being extremely childish and immature to pull such a move. This was the opposite of the professional I had seen up to that point.

Yesterday, an argument ensued after both the real estate incident and (also a discussion about taking the Plan B pill, where I was told, "Laura, I legitimately hate you right now" for not taking it) I was subjected to hours of further insults during an extremely stressful time as I waited to see if offers were accepted or not. I asked him whether or not they were pulled, if he had withdrawn as my agent, and if neither had happened and he still represented me, if he had any updates. Most of my questions were unanswered, but I was told less than two hours prior to the offers expiring at 8pm on May 25th that neither had been responded to.

After 8pm, I looked online and saw that the property on N 76th was listed as under contract as of the 24th, which was the day we made the offer. On Zillow, it appeared that the price that had been accepted was \$425,000, which was what we offered. I contacted Clayton and asked him if it was ours, then told him I would contact the listing agent, Nolan Rucker, if I didn't hear back. I also asked what the status was on the N Lynn Oaks property and said I would email the broker, John Izzo, if he didn't respond. After further silence from Clayton, I contacted both of them. John told me that Clayton never sent him the offer and Nolan said that the sellers had taken a traditional offer, but that Clayton had been on top of it and knew that we would be in first position if that offer didn't work out. These were both contrary to what I had been told by Clayton, who made me think that our offers had been ignored. This morning, I texted Clayton to ask what was going on, but got no response. I asked him to be connected with his broker (I'm presuming you), but again, got no response.

Since Clayton hadn't e-mailed John my offer on N Lynn Oaks despite claiming he did, I sent it over to him. John said that their buyer was going to back out and that if we wanted the property, we could have it. The other agent, Nolan, had said Clayton was still in communication with him regarding my offer, so I presumed that he was still representing me in both deals. John tried to call Clayton, who gave a wrong number on the contract. I tried to communicate directly with Clayton about this, but again, both my texts and emails were ignored. Finally, Clayton connected with John to tell him that I was a former client and that he was welcome to represent me. I was stunned to be thrown to the seller's agent when I trusted Clayton and wanted to hear more about his concerns about the property. Despite the fact that my lender has the money ready to go, I don't want to proceed with the purchase if my only option is to hire a broker who has the seller's best-interest at heart. Clayton did not contact me to tell me that he had referred me to John, so I was told by John himself that he would be representing me going forward. In addition, I have no idea where things stand with the N 76th Street property and doubt that Clayton will keep me informed.

Stunned and appalled don't even begin to describe how I feel right now. I cannot imagine that your agency would want to continue to employ someone who is so flighty and throws away what would have been \$1.124m in deals over personal issues. I have a strong group of lenders behind me and would have wanted to close millions more with your company since you specialize in investment real estate. I wanted to build a whole portfolio and Clayton made me believe that I could...until he completely pulled the rug out from under me.

I had not watched Clayton on the Bachelor last year, but he told me he had been gaslit on the show and was traumatized by it. After the way he treated me yesterday, I pulled up several clips from the show where three women broke down because he misled them and wasn't transparent, which is exactly how he behaved with me. He flipped a switch and was cold as ice. I only mention this behavior because I believe it is indicative of how he treats other people, and since so much of real estate is relationships, you should know that he can build them up fast and tear them down even faster. In my opinion, he has been cruel, vindictive, and manipulative, which will make your business suffer. You have already lost me as a client (although I unsuccessfully tried to get you as my broker this morning) and I'm sure he will act in his own self-interest in his dealings with others.

I've been struggling to hit "send" on this email because I want to believe that Clayton is the agent that I saw at the beginning of the process and who I'm sure you see every day. I cannot say enough how brilliant and naturally gifted I think he is and know he would be an amazing asset to your company if he didn't have another side to him. You've probably never seen it and maybe this will fall on deaf ears, but as a business owner myself, I would want to know if I had an employee who was losing me millions of dollars of deals out of spite. I don't know if he's either a tremendous asset or a huge liability to the Zaback Group. I was so excited to work with you guys, but have been so disheartened with what has transpired over the last couple of days.

I appreciate your taking the time to read this email. If you have further questions, you are welcome to email me at [redacted] or call me at [redacted]. I'd even still be open to working with Clayton if he could be the agent he was when I first met him because I *truly* trust his opinion.

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



UNRESPONDED TO EMAIL TO ZABACK GROUP

Laura Owens <[REDACTED]>

Status of properties offered on yesterday

Laura Owens <[REDACTED]>
To: [REDACTED]

Thu, May 25, 2023 at 5:45 PM

Hi,

Can I please have the status on the properties I made offers on with Clayton Echard yesterday? The addresses are 19777 N 76th Street, unit 228, and 7609 N Lynn Oaks Street. My lender is getting impatient with me about whether or not the offers were accepted and I haven't heard back. I would appreciate a prompt response

Thank you!

All the best,

Laura Owens
Nobody Told Me!" | Quartet
Farms | TEDx talk

