

**Address:** 1151 China Berry Circle



<b>Listing #</b>	09-13897	<b>Price-List</b>	\$ 139,900
<b>Status</b>	Active	<b>Near</b>	Anchorage
<b>Zip Code</b>	99515	<b>Type</b>	Residential
<b>Bedrooms</b>	2	<b>Baths</b>	1.00
<b>SF-Res</b>	880	<b>Carpport #</b>	0
<b>Garage #</b>	0	<b>Latitude</b>	61.130144
<b>Longitude</b>	-149.861145	<b>Unit #</b>	
<b>Year Built</b>	1985		

**MLS Area:** 20 - Dimond South  
**Borough/Census Area:** 1A - Anchorage Municipality  
**Region:** 1 - Southcentral Alaska Region  
**Builder Name & Co:**  
**Zoning:** R3 - Multiple Family Residential

<b>School-Elementary</b>	Taku	<b>School-Middle</b>	Hanshev	<b>School-High</b>	Service
<b>SF-Res</b>	880	<b>SF-Gar</b>		<b>SF-Lot</b>	4,679
<b>Acres</b>	0.11	<b>LPSqFt\$</b>	158.98	<b>Energy Rating</b>	
<b>Grid # (Muni Anch)</b>	SW2532	<b>Construction Status</b>	Existing Structure	<b>Tax Map #-Mat-Su</b>	N/A
<b>Tax ID</b>	0162875300001	<b>Taxes</b>	\$ 2,312	<b>Tax Year</b>	2008
<b>Year Built</b>	1985	<b>Year Remodeled</b>		<b>Year Updated</b>	

**Remote Description**

**Directions:** North on Old Seward Hwy from O'Malley or South from Dimond, East on Goldenberry, North on Gooseberry, to China Berry.

**Legal:** Diamond Willow Est #1 L1A B9

**Public Remarks:** Property details, owner standard forms on listing licensee web site. Institutional owner, seller responds promptly. Cosmetically fair to poor condition, but nothing observed that is an obvious barrier to financing. Convenient South Anchorage neighborhood. Buyer to inspect, listing licensee does not do property inspections. Institutional seller, does not supply Alaska disclosure form.

**Residential Type:** ZLL - Attached  
**Construction Type:** Wood Frame - 2x4  
**Exterior Finish:** Wood  
**Roof Type:** Asphalt/Comp Shingle  
**Foundation Type:** Concrete Block  
**Floor Style:** Ranch-Traditional  
**Garage Type:** None  
**Carpport Type:** None

**Heat Type:** Forced Air  
**Fuel Type:** Natural Gas  
**Sewer Type:** Public  
**Water-Type:** Public  
**Dining Room Type:** Area  
**Access Type:** Dedicated Road; Paved; Maintained  
**View Type:** Mountains; Partial  
**Topography:** Level  
**Wtrfrnt-Frontage:** None

**Wtrfrnt-Access Near:** None  
**New Finance (Terms):** AHFC; Cash; Conventional; FHA; VA  
**Mortgage Info:** EM Minimum Deposit: 1,500  
**Docs Avl for Review:** Other - See Remarks; Docs Posted on MLS

**Features-Interior:** Dishwasher; Disposal; Electric; Range/Oven; Telephone; Washr&/Or Dryer Hkup; BR/BA on Main Level; CO Detector(s); Washer &/Or Dryer; Carpet; Smoke Detector(s)

**Features-Additional:** View; Covenant/Restriction; Private Yard; Fire Service Area; Fixer Upper; Landscaping; Road Service Area; Lot-Corner; In City Limits; DSL/Cable Available; Paved Driveway; Cable TV

**LO:** Coldwell Banker Best Properties  
**LO2:** Coldwell Banker Best Properties

All information is deemed reliable, but is not guaranteed. All measurements, square footage, etc. are approximations. School boundaries are subject to change. Verification of listing content by all parties is recommended and should be independently verified. See [copyright notice](#).

**Prepared by Niel Thomas, ABR, CCIM, CRS on Wednesday, October 28, 2009 4:52 PM**

The information on this sheet has been made available by the MLS and may not be the listing of the provider.



Coldwell Banker Best Properties  
3000 C Street, Suite 101  
Anchorage, AK 99503  
**Niel Thomas Direct: 265-9106**  
Direct Fax: 375-2962  
[NThomas@Reals8.com](mailto:NThomas@Reals8.com)

## Memo

Date: October 28, 2009  
To: Buyers Considering Foreclosed Property  
From: Niel Thomas, ABR, CCIM, CRS, Associate Broker  
Bethany Stamper, Licensed Asssistant  
Subject: Licensee disclosure concerning property condition  
Waiver of property disclosure form

The attached package consists of disclosures that I am making concerning the property at 1151 China Berry Cir.

In addition to the information in the pages attached, the following disclosures are provided:

Appears to be original roof; some tabs missing.

When you make an offer on this property you are required to initial your receipt of this cover memo and every page of the package.

Please review the Alaska Real Estate Commission Consumer Pamphlet that was given to you either by myself before I provided you with "specific assistance" concerning the property, or by the licensee who represents you. That pamphlet outlines the duties that real estate licensees owe the public in all relationships. Please note that these duties do not include the duty "to conduct an independent investigation of a property". You are specifically advised that I and my firm have not conducted an independent investigation of this property, and do not plan to do so.

Determining the condition of the property, which was acquired in foreclosure by a lending institution, is your responsibility. What is required by law to be disclosed by myself as a licensee is attached hereto and represents all the information that I will be providing.

Finally, please note the waiver form that is part of this package. Alaska law provides that a buyer and seller may waive the obligation for them to complete the form provided by the Alaska Real Estate Commission. This institutional owner requires this waiver be executed as a condition of selling the property to you.

Buyer: \_\_\_\_\_/\_\_\_\_\_



# State of Alaska Residential Real Property Transfer Disclosure Statement

## Waiver By Agreement

AS 34.70.110

Prepared in compliance with Alaska Statute (AS) 34.70.010 - 34.70.200

Legal Description: Diamond Willow Est #1 L1A B9

Property Address/City: 1151 China Berry Circle, Anchorage, AK 99515

Under AS 34.70.110, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Seller and Buyer agree in writing.

Parties may wish to obtain professional advice and/or inspection of the property.

**It is recommended that the buyer read the complete State of Alaska Residential Real Property Transfer Disclosure Statement.**

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**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: [www.dps.state.ak.us](http://www.dps.state.ak.us).

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**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether, in the vicinity of the property that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural operations.

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By law, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Transferor (Seller) and the Transferee (Buyer) agree in writing. If both parties agree to waive the requirement to complete this disclosure statement, please sign below.

**Signing this waiver does not affect other obligations for disclosure.**

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

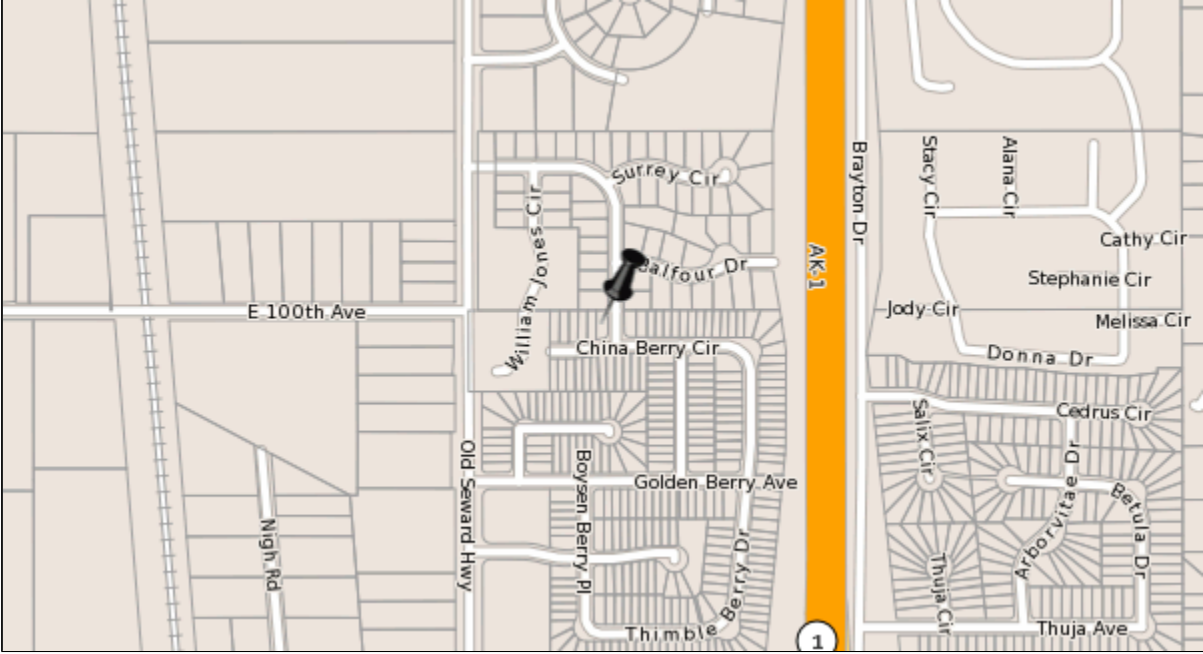
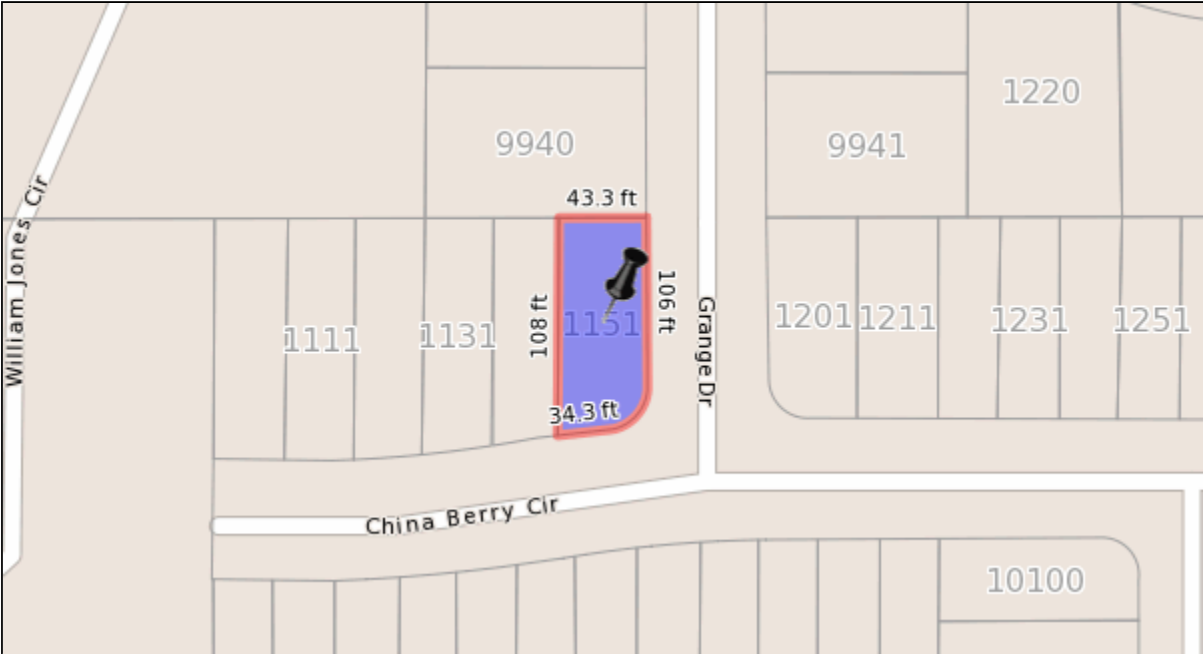
Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials      Date      1151 China Berry Circle, Anchorage, AK 99515  
Property Address      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials      Date

Address: 1151 China Berry Cir Anchorage AK 99515

Parcel: 0162875300001



**Tax Record Report for Parcel 0162875300001 at 1151 China Berry Cir, Anchorage, AK 99515**

**General Property Data**

Owner	HILEMAN REGINA M	Parcel	0162875300001
Owner Address	1151 CHINA BERRY CIRCLE ANCHORAGE, AK 99515-2660	Tax District	003
Zoning	R3	Card	01
Region	10 - Municipality of Anchorage		

**Legal**

Land Use Code	Single Family	Plat	840343
Legal Desc	DIAMOND WILLOW ESTATES #1 BLK 9 LT 1A	Grid	SW2532
Land Size	4,679	Neighborhood #	60D21
Style	TOWNHOUSE	Year Built	1985
Eff Year	1,985	Total SqFt	880

**Residential Characteristics**

Bedrooms	2	Full Baths	1
Rec Rooms	0	Half Baths	0
Total Rooms	5		

**Current Property Data**

Tax Year	2008	Land Value	59,600
Building Value	95,700	Total Value	155,300
Mill Rate	1,489	Tax Amount	2,312
% Complete	61	Deed Date	12/29/2003
Prev Deed Date	12/29/03	Deed Book	2003
Prev Deed Book	2003	Deed Page	0132421
Prev Deed Page	2421		

**Details**

<b>Land Info:</b>	Grade: Even; Well Site: No; Drainage: Good
<b>Topography:</b>	Level
<b>Utilities:</b>	Public Sewer; Public Water
<b>Access Info:</b>	Good
<b>Street Info:</b>	Curb & Gutter; Paved; Front Traffic: Low
<b>Misc.:</b>	Ext Wall: Wood; Phys Cond: Normal Wear & Tear; Recreate Dt: 11/13/1984
<b>Heat:</b>	System: Central; Type: Forced Air; Fuel: Natural Gas
<b>SqFt:</b>	1 Flr SF: 880
<b>Fixture:</b>	Total: 05
<b>Res Additions (1):</b>	1st Level: Wood Deck; Area: 16
<b>Res Additions (3):</b>	1st Level: Cov'd Open Porch; Area: 128
<b>Acc Structures (1):</b>	Type: Storage Shed; Qnty: 1; Year: 1990; Area: 000064; Grd: Average; Con: Average

**Sales**

Year	Land Value	Bldg Value	Total Value	Mil Rate	Taxes	Per Complete	Deed Date	Book	Page	Owner
2008	59,600.00	95,700.00	155,300.00	1489.00	2,312.00	61	12/29/2003	2003	2421	HILEMAN REGINA M
2007	56,100.00	96,300.00	152,400.00	1454.00	2,215.00	63	12/29/2003	2003	2421	
2006	49,400.00	84,400.00	133,800.00	1528.00	2,044.00	63	12/29/2003	2003	2421	
2005	44,000.00	78,000.00	122,000.00	1628.00	1,986.00	63	12/29/2003	2003	2421	
2004	27,100.00	85,000.00	112,100.00	1618.00	1,813.00	75	12/29/2003	2003	2421	

**From:** [PAS Workflow](#)  
**To:** [NThomas@REALS8.com](mailto:NThomas@REALS8.com);  
**Subject:** Team Member Portal : bid  
**Date:** Thursday, October 08, 2009 12:16:33 PM

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## Aspen Workflow

This email was sent as a **Note** which is as follows

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APPROVING \$450 DEEP CLEAN BID

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Matter '[0256480062B](#)': The Contact Person for this email is  
[michellejohnson@wellsfargo.com](mailto:michellejohnson@wellsfargo.com)

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**CWM Services**  
**9580 Carlson Road**  
**Anchorage, AK 99507-4324**  
**907-344-5955**

# PROPOSAL

DATE	PROPOSAL#
10/9/2009	813

NAME / ADDRESS
Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503

PROJECT
1151 China Bery

DESCRIPTION	Cost
Winterize domestic plumbing system. (Average 1 bathroom home)	178.00
Set up appointment with water utility for water turn-off, meet water company for turn-off, and drain water service line from house to street.	48.00
The price quoted on this estimate is valid for 30 days.	
<b>TOTAL</b>	<b>\$226.00</b>

**Winterization Report**  
Winterization must be completed by October 15

Contractor CWM Services  
Property Address: 1151 China Berry Circle

Loan #: 0256480062B

**Checklist**

- Shut off water at meter or main water "shutoff" valve inside home if outside cutoff not possible
- ~~Loosen supply line at meter~~ *shut off outside home*
- Drain water heater and any well or holding tanks other than the heat system
- Notify the PAS asset manager of any existing plumbing damage and also note on this document
- Shut off gas or electricity to water heater. Place sign on water heater stating:  
"DO NOT TURN ON WITHOUT REFILLING"

Drain all internal and external water supply lines including any well, holding tanks, or underground landscaping sprinkler systems and clear with positive air pressure

Leave all faucets and intermediate valves from the shutdown point open, including all sill cocks

Drain all water closet tanks and add antifreeze to tanks (ensure the traps are blown out)

Put minus 50 degree antifreeze in the following:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Water closet bowl traps | <input checked="" type="checkbox"/> Laundry floor drain traps  |
| <input checked="" type="checkbox"/> Lavatory traps          | <input checked="" type="checkbox"/> Basement floor drain traps |
| <input checked="" type="checkbox"/> Kitchen sink traps      | <input checked="" type="checkbox"/> Bar sink trap              |
| <input checked="" type="checkbox"/> Bathtub traps           | <input checked="" type="checkbox"/> Laundry tub traps          |
| <input checked="" type="checkbox"/> Shower traps            | <input type="checkbox"/> Other:                                |
| <input checked="" type="checkbox"/> Sauna floor drain traps | <input type="checkbox"/>                                       |
| <input type="checkbox"/>                                    | <input type="checkbox"/>                                       |

Place special non-toxic antifreeze solution in dishwasher drain and cycle to assure solution entered pump

Place sign on toilets stating "Toilet has been winterized - DO NOT USE" and tape toilet seat covers closed

Place "WINTERIZED" sign on nearest window clearly visible to front door. The date, your signature, with phone number and contact person should be on sign

Power to sump pumps must remain on to assure property will not be damaged by flooding

Close all fireplace dampers and fireplace vents

Electrical service and heating systems remain "ON" and set at 55 degrees during inter months. Broker to tape thermostat to prevent tampering.

Work Performed by: Kirk Davidson CWM Services

Date: 10/28/09

Property will need many minor repairs at time of dewinterization

The pages that follow are the seller's Standard Counter Offer and Addendum. They are included for information purposes only and are not required to make an offer to purchase. Should your offer be accepted, the seller will prepare this document and it will become part of the final ratified contract.

You are encouraged, however, to review these forms. They contain many provisions that are common to institutionally-owned sellers. These provisions are not consistent with much of what is found in the Alaska MLS Purchase and Sale agreement. To the extent that the Alaska agreement differs from this seller's attached eight-page agreement, the latter is controlling and supersedes the Alaska agreement.

Niel Thomas  
Coldwell Banker Best Properties  
907-265-9106  
NThomas@RealS8.com  
[www.RealS8.com](http://www.RealS8.com)



# COUNTER OFFER

Date: **08/02/2007**

Buyer: **Miller, Calvin**

Address: **342 N KLEVIN ST  
ANCHORAGE, AK, 99508**

Seller: Owner of Record

This is a Counter Offer to the Offer and Seller Addendum dated **08/02/2007**, regarding property located at **342 N KLEVIN ST, ANCHORAGE, AK** and supersedes any prior Counter Offers and/or Buyer's addenda between Owner of Record, Seller, and Buyer. Seller's Addendum and all terms not inconsistent with this Counter Offer remain effective. Both Counter Offer, Seller's Addendum are attached and will supersede the contract to the extent they are consistent.

1. Sales price to be **\$245,000.00**
2. Buyer is to deposit earnest money of **\$2,000.00** in listing agent's escrow account or with Seller's closing agent upon acceptance of this counter offer. Seller will be unable to accept entire contract without written proof of the Buyer's earnest money deposit.
3. Seller will make no repairs or inspections to the subject property unless expressly addressed below.

Should any lender or any insuring entity or agency require that certain repairs to the Property be made or that certain other conditions be met, the Seller, at its sole option, may comply with such requirements or terminate the Contract. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract.

Seller will pay a maximum of **\$0.00** toward lender required repairs only. If lender required repairs are less than **\$0.00**, any excess shall be credited back to the Seller. Buyer must provide documentation from lender specifying list of required repairs. Bids are required for repairs and must be supplied to the Seller from bonded, licensed vendors for review and approval. All work will be scheduled and coordinated by the listing agent. Repairs will not be authorized until Buyer provides documentation of full mortgage commitment.

4. Termite inspection will be the responsibility of the BUYER. Any termite corrective work and/or treatment will be at the expense of the BUYER, unless otherwise noted below in paragraph number 11.
5. Closing is to occur on or before **10/03/2007**. Time is of The Essence. No extension will be given without prior written approval. Seller reserves the right to extend closing date if legible copies of signed contract are not received in a timely manner. The Buyer shall be charged a per diem fee of \$50.00 per day for any extension of the escrow period past the closing date of **10/03/2007**. The Buyer shall not be obligated for any delays caused by the Seller's title company/closing agent. Closing to occur at office or physical location of Seller's choice. Buyer may use council of choice as representation at settlement. Seller will pay for Owner's Title policy if closing occurs at Seller's directed office and the Owner's policy is ordered through closing office listed below. Seller's representation will be:

Name: **Professional Escrow** Phone#: **(206) 957-1301** Fax#: **(206) 957-1307**

6. Seller will pay a maximum of **\$3,000.00** towards Buyer's closing costs(this includes non-allowables, pre-paid and points). If Buyer's closing costs are less than this amount, any excess shall be credited back to the Seller. If applicable, FHA or VA non-allowables will be capped at a maximum of **\$0.00**. This will NOT be additional to any incentives offered if applicable.
7. Agent commission will be paid in accordance with the listing agreement. Agent commission will be based on the sales price of **\$245,000.00**. If property does not close, no commission will be paid.

Buyer Initials \_\_\_\_\_ | \_\_\_\_\_



Address: **342 N KLEVIN ST,  
ANCHORAGE, AK, 99508**

Buyer: **Miller, Calvin**

8. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the Property reflected on the settlement statement and executed by the Seller are final. No adjustments or payments will be made by the Seller after Closing.
9. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.
10. No other incentives apply.
11. Seller will pay \$3,000 towards buyer closing costs.

The original contract and all addenda must be received by Seller within **five (5) days** of the date of this document. Otherwise, Seller can terminate the contract for Buyer's non-performance. Original contract including all original offers and counter offers are subject to review and signature by Seller. Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail or by facsimile, which is personally received by the person making this Counter Offer by 5:00 p.m. **08/07/2007**, this Counter Offer shall be deemed revoked and deposit shall be returned to the Buyer. This Counter Offer may be executed in counterparts. As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

Buyer Intitials \_\_\_\_\_ | \_\_\_\_\_

Property Address:

**342 N KLEVIN ST, ANCHORAGE, AK, 99508**

### **STANDARD SELLER'S ADDENDUM**

This Seller's Addendum is attached to and is a part of the Offer. The Seller's Addendum will supercede the contract where inconsistent. The following terms and conditions are accepted and incorporated into the Purchase Contract, subject to the following, and in accordance with certain state requirements: Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

1. Property is sold in its present "As Is" condition with no warranties, repairs, or inspections completed from the Seller, unless expressly addressed below. Buyer agrees that by closing hereunder Buyer has received no promises as to condition and no warranties, and has been afforded an opportunity to obtain an inspection by an inspector of Buyers choosing. No personal property is included in this sale, unless otherwise specified.
2. Buyer agrees that in contracting to buy the Property, Buyer has not relied upon any representation made by the Seller or Wells Fargo Home Mortgage, or any parent, subsidiary or affiliate thereof, or any of their officers, directors, employees, agents or representatives.
3. Buyer shall provide proof of funds or shall obtain a free Pre-Qualification letter from Wells Fargo Home Mortgage and shall submit same with this offer. Buyer is in no way obligated to obtain financing from Wells Fargo Home Mortgage and is free to obtain financing from any lender Buyer chooses. If Buyer does not submit either of the above with this Offer or within two (2) business days of the date of this offer, Seller will not consider the offer. Buyer shall have final written loan approval at least ten (10) days prior to the schedule closing date.
4. Buyer has until the 7th calendar day from the date of the fully ratified contract to declare contract null and void as a result of inspection findings. After the 7th calendar day, Buyer is obligated to complete the purchase or forfeit their earnest money deposit.
5. Buyer is advised that Seller works closely with certain escrow companies, title companies, title agents, title attorneys, and other closing agents that are familiar with Seller's forms, documents, procedures, and special requirements. By utilizing such entities, Seller is generally able to achieve closings quickly and efficiently. **Unless Buyer chooses otherwise**, Seller will deposit the contract with a company, attorney or agent of Seller's choice to perform all necessary title services and products either itself or through a title company chosen by Seller. However, Buyer is advised that the use of such companies, attorneys or agents is not required, nor is such use a condition of the sale of the property to Buyer.
6. Closing to occur at the office or physical location of Seller's choice. Buyer may use counsel of their choice to represent the Buyer at closing at Buyer's expense.
7. Seller will pay for Seller closing costs agreed to with Seller's Preferred Closing office as well as any costs agreed to on the PAS Counter Addendum at closing. If Listing/Selling Agent or Buyer initiates title or closing with a different Attorney or Closing office; any additional Seller closing costs beyond those that would be charged at Seller's Preferred Closing office, including but not limited to, title, closing and misc. fees, will be the responsibility of the Agent or Buyer.
8. Seller does not agree to Arbitration and Mediation.
9. Seller will not assign to Buyer any rights to any insurance claims and proceeds covering destruction or damage to property. Furthermore, Seller's insurance policies are non-transferable and will not be prorated at closing.
10. The original contract and all addenda (or clear facsimile copy) must be received by date specified in the counter offer. Otherwise, Seller can terminate the contract for Buyer's non-performance. Original contract including all original offers and counter offers are subject to review and signature by Seller.
11. Buyer is aware that the property will remain on the market during the counter stages and that any and all offers will be considered.
12. This contract may not be assigned.
13. This property may be subject to ground rent, the seller will not redeem the ground

Buyer Initials \_\_\_\_\_ | \_\_\_\_\_



Property Address:

**342 N KLEVIN ST, ANCHORAGE, AK, 99508**

14. Any special assessments, municipal assessments, or liens that are due or incurred after closing will be the responsibility of the Buyer. Seller does not agree to comply or bring property into compliance with any and all violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, unless expressly addressed in the Seller's Addendum or Counter Offer. Buyer specifically agrees to comply or bring property into compliance with any government code or other requirements.
15. The Seller requires 72 hours prior to settlement to review and execute any lender required documents, HUD1, and/or any other documents requiring the Seller's signature. The Seller cannot be responsible for any loss or damage due to settlement being delayed if the Seller is not given the full 3 business days for review and execution of these items.
16. Prohibited sale: The following are strictly prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services: (i) employees of Wells Fargo, its affiliates or subsidiaries and their immediate family members; and (ii) the agents, employees and family members of the listing real estate agent or agency.
17. Title to convey via special/limited warranty deed. Notwithstanding legal description in this offer, addenda or counter offer, the legal description according to title report shall control.
18. Seller will not provide a survey, appraisal or a home warranty, unless otherwise specified in the sellers counter offer.
19. If applicable, retrofit to be paid by Buyer(s). Seller represents that the property as of the close of escrow, will be compliance with Health and Safety code 19211 by having water heaters braced, anchored or strapped in place in accordance with these requirements. (California only)
20. All prorations, including without limitation, prorations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by the Seller after closing. Tax Pro-rations shall be based upon the last ascertainable actual tax bill and shall be final as of closing. There shall be no pro-ratio adjustment. This paragraph controls all pro-rations as described, regardless of language to the contrary in the offer, addendum or counter offer.
21. The Buyer shall not be allowed, under any circumstance, to receive funds from the closing that exceed the amount of the earnest money plus prepaid deposits paid by the Buyer. In the event that the proposed HUD reflects proceeds to the Buyer in excess of the earnest money and prepaid deposits, the closing cost credit by Seller shall be reduced so that the Buyer receives an amount exactly equal to the earnest money amount, plus prepaid deposits by the Buyer.
22. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.
23. Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment/title report within which to resolve title exceptions, defects, or other title issues which in any way impede or impair Seller's ability to convey insurable title. If, within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, the Buyer (I) may take title in its then state, thereby waiving any title objections, or (II) terminate the contract and receive a refund of any deposit as Buyer's sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer's deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.
24. Termination of Contract: In the event the Contract is terminated by Seller pursuant to any provision of the Contract, this Addendum, or any other addendum or counter offer, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another. Notwithstanding any language to the contrary in the offer, addenda or counter offer, if buyer defaults in the performance of the contract, 100% of the earnest money will go the seller

Buyer Initials \_\_\_\_\_ | \_\_\_\_\_



Property Address:

**342 N KLEVIN ST, ANCHORAGE, AK, 99508**

25. Notwithstanding any language to the contrary in the offer, addendum, or counter offer, in any action or proceeding between buyer and seller, seller does not agree to indemnify or hold broker(s) harmless from and against any and all liability, loss, cost, damages or expenses incurred by Broker(s).
26. Seller makes no representation and advises buyers to make their own investigation to determine the source of the water supply and type of sewage disposal system.
27. This property may be subject to a redemption period per your State's requirements. It is important that you check with the closing attorney or closing agent on your sale to see if these periods have expired, as the subject property would not be available for closing until the period that applies has expired, or could possibly not close due to a prior mortgagor or lien holder exercising their option according to the applicable period that would apply in your State. Seller makes no guarantees or representations on timeframes of expiration of redemption periods as may apply in your State. Should one of the above periods apply to your sale, and prohibit closing, Buyer may exercise their option to cancel the contract of sale and receive earnest monies back from Seller. No additional compensation will be paid by Seller for any expenditure made by Buyer regarding this property.
28. If the buyer is participating in a 1031 Exchange, the buyer(s) understands and agrees that all obligations related to the purchase of this property and the timeliness of the closing shall remain in full effect regardless of the buyer's participation in the 1031 Exchange. Buyer(s) shall remain solely responsible and liable to the Seller for Buyer(s)' performance of each and every warranty and obligation under this agreement.
29. Pursuant to the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Premiere Asset Services is prohibited from engaging in any transactions with any individual or entity that may appear on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, or Specially Designated Narcotics Traffickers. Therefore, the following information must be provided. If Buyer fails to provide this information, Seller will not consider your offer. This information will only be used for the sole purpose of screening against OFAC's list and the World Check List.

Buyer Initials \_\_\_\_\_ | \_\_\_\_\_



Property Address: **342 N KLEVIN ST, ANCHORAGE, AK, 99508**

Please provide the following information:

**Buyer 1**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer 2**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer 3**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer's Agent Information**

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

**Buyer's Company/Corporation/Partnership**

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/corporation name and Articles of Incorporation and signing authority.

Full Name of Company/Corporation:

**List All Principal Owners (greater than 25% share) of Partnership or LLC. Include address and dates of birth for each:**

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**Corporation Tax ID:**

If any purchaser is on OFAC's and/or World list as described above, this contract shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

Buyer Initials \_\_\_\_\_ | \_\_\_\_\_



Property Address: **342 N KLEVIN ST, ANCHORAGE, AK, 99508**

## **PROPERTY CONDITION ADDENDUM**

Addendum to the Purchase Contract accepted by Buyers for property located at: **342 N KLEVIN ST, ANCHORAGE, AK.**

### **LEAD-BASED PAINT DISCLOSURE**

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the seventh calendar day after ratification. The lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information. This contingency will terminate at the predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, either with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within 10 (ten) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification form a risk assessor or inspector demonstrating that the condition has been remedied before the close of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 10 (ten) days to respond to the counter-offer or remove this contingency and buy the property in "as is" condition or this contract shall become void. The purchaser may remove this contingency at any time without cause.

Buyer acknowledges they have received the Lead Base Paint pamphlet. Yes  N/A  Buyer Initials \_\_\_\_\_|\_\_\_\_\_

### **"AS-IS" DISCLOSURE**

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that the Seller is selling and Buyer is purchasing the property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer for Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, State and/or Federal statutes, codes or ordinances. Buyer is not relying on Seller or it's agents as to the condition of property and /or any improvements thereon, including but not limited to mold, roof, foundations, etc. **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.**

### **WARNING:**

A winterization may have been performed at this property pursuant to a work order issued by the current owner. The sole purpose of a winterization is to prevent damage from freezing pipes. The winterization completed at this property was a system shut-down only; the plumbing system was not tested for damage or leaks. This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at this property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on, to assure that the system is operational.

Buyer Initials \_\_\_\_\_|\_\_\_\_\_



Property Address: **342 N KLEVIN ST, ANCHORAGE, AK, 99508**

**MOLD DISCLOSURE AND RELEASE**

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the property known as **342 N KLEVIN ST, ANCHORAGE, AK**. Such microscopic organisms and / or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify Seller and Seller's managing agents from any liability / recourse / damages ( financial or otherwise ). Buyer understands that Seller has taken no action to remediate mold. Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance. Wells Fargo Home Mortgage, Premiere Asset Services or managing agents are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put Buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts. This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

Buyer Name (printed)	Buyer (signature)	Date
Buyer Name (printed)	Buyer (signature)	Date
Seller Name (printed)	Seller (signature)	Date
Seller Name (printed)	Seller (signature)	Date

***IMPORTANT NOTICE: This document may contain information that is considered confidential and may not be transmitted through unencrypted email. The transmission of information on this document should be completed by uploading to the Agent Portal or by faxing with a cover page to 866-859-0455.***

Premiere Asset Services - v1.0