

**Address:** 261 MCCARREY Street #VI-14B

	<b>List Number</b>	09-3873	<b>Price-List</b>	\$ 75,000
	<b>Status</b>	Active	<b>Near</b>	Anchorage
	<b>Zip Code</b>	99508	<b>Type</b>	Condominium
	<b>Beds</b>	2	<b>Baths</b>	1.00
	<b>SF-Res</b>	807	<b>Carpport</b>	1
	<b>Garage</b>	0	<b>Latitude</b>	61.221747
	<b>Longitude</b>	-149.792288	<b>Unit Floor #</b>	1
	<b>Condo Type</b>	1 - Apartment Style	<b>Year Built</b>	1982
	<b>Dues-Amount</b>	303.62	<b>Dues-Frequency</b>	Monthly
	<b>Area:</b> 40 - Seward Hwy to Boniface Pkwy <b>Borough/Census Area:</b> 1A - Anchorage Municipality <b>Region:</b> 1 - Southcentral Alaska Region <b>Zoning:</b> R3 - Multiple Family Residential			

<b>School-Elementary</b>	Wonder Park	<b>School-Middle</b>	Clark	<b>School-High</b>	East Anchorage
<b>SF-Res</b>	807	<b>SF-Gar</b>		<b>SF-Lot</b>	0
<b>Acres</b>	0.00	<b>LPSqFt\$</b>	92.94	<b>Energy Rating</b>	
<b>Tax Map #-Mat-Su</b>	N/A	<b>Grid # (Muni Anch)</b>	SW1237	<b>Construction Status</b>	Existing Structure
<b>Tax ID</b>	0062912603801	<b>Taxes</b>	\$ 1,237	<b>Tax Year</b>	2008
<b>Year Built</b>	1982	<b>Year Remodeled</b>		<b>Year Updated</b>	2009
<b>Project Name/Unit #</b>	Contempo #1 Ph3 #VI-14B	<b>Remote Description</b>			

**Directions:** East on Debarr, Left on Pine. Pass 4 way stop. 100 Yards on the Right side by bus stop. Contempo One condo units. Building 261, last door on the right, downstairs unit on the left hand side.

**Public Remarks:** Property details, owner standard forms on listing licensee web site. Institutional owner, seller responds promptly. Fresh paint, new carpet and new heater covers just completed.

<b>Miscellaneous:</b> Parking Space-Ttl #: 1	<b>Roof Type:</b> Asphalt/Comp Shingle	<b>Access Type:</b> Dedicated Road; Maintained; Paved; Private
<b>Condo/Assoc Info:</b> Association Name: Contempo; Condo Mgmt Contact: Pacific Rim; Condo Mgmt Phone #: 563-3345	<b>Dining Room Type:</b> Area	<b>Wtrfrnt-Access Near:</b> None
<b>Dues Include:</b> Exterior Maintenance; Grounds Maintenance; Heat; Insurance; Refuse; Sewer; Snow Removal; Water	<b>Garage Type:</b> None	<b>Wtrfrnt-Frontage:</b> None
<b>Construction Type:</b> Wood Frame	<b>Carpport Type:</b> Detached	<b>Topography:</b> Level
<b>Exterior Finish:</b> Wood	<b>Heat Type:</b> Baseboard	<b>Mortgage Info:</b> EM Min Deposit: 1,000
	<b>Fuel-Type:</b> Natural Gas	<b>New Finance (Terms):</b> AHFC; Cash; Conventional; FHA; VA
	<b>Sewer-Type:</b> Public	<b>Docs Avl for Review:</b> Docs Posted on MLS
	<b>Water-Type:</b> Public	

**Features-Interior :** Dishwasher; Disposal; Electric; Fireplace; Range/Oven; Refrigerator; Telephone; W &/or Dryer Hookup; Washer&/or Dryer; BR/BA on Main Level; Carpet

**Features-Additional:** Cable TV; Covenant/Restriction; Fire Service Area; Landscaping; Road Service Area; In City Limits; DSL/Cable Available; Paved Driveway

**LO:** 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 Thursday, June 25, 2009 5:40 AM**

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: April 3, 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 261 McCarrey St Unit VI-14B.

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

New carpet and paint, bids being obtained to repair/replace covers for baseboard heat runs.

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.

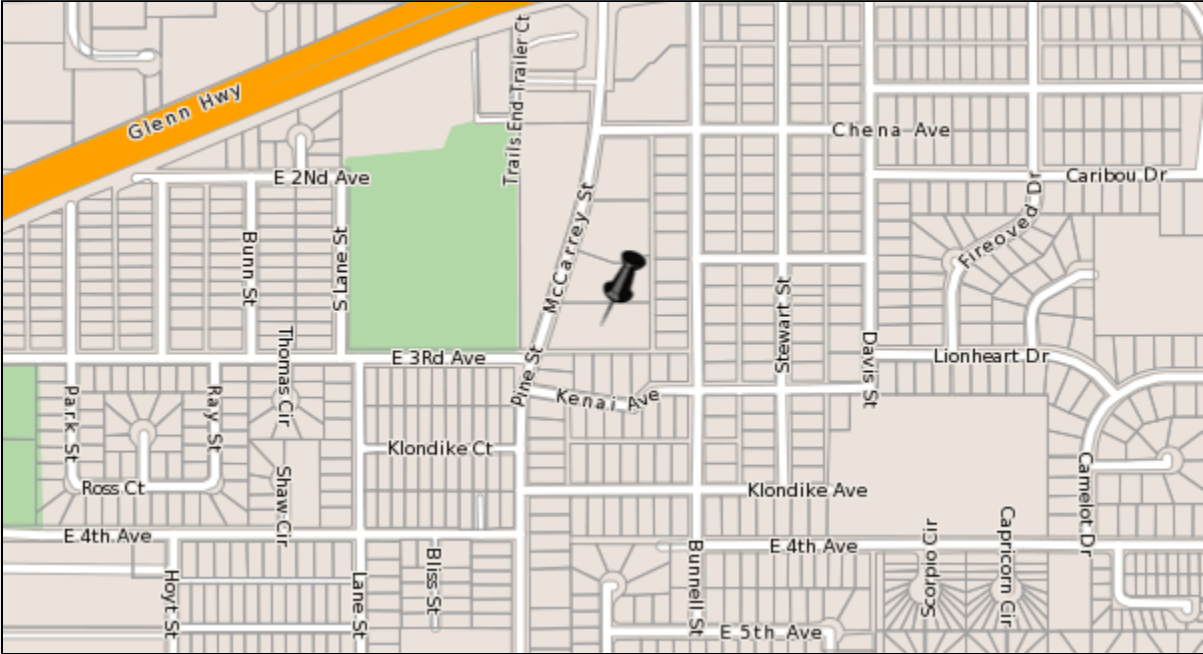
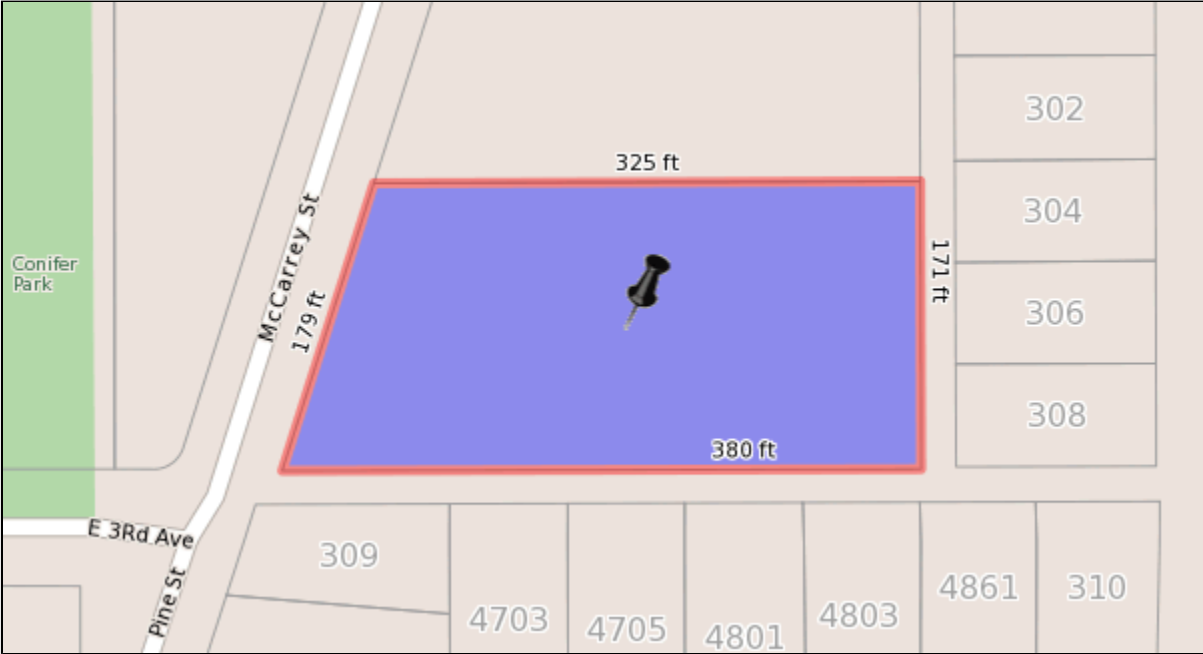
Determining the condition of the property, which was acquired in foreclosure by a lending institution, is your responsibility. What is required by law to be disclosed by myself as a licensee is attached hereto and represents all the information that I will be providing.

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

Address: 261 Mccarrey St AK

Parcel: 0062912603801



## Tax Record Report for Parcel 0062912603801 at 261 Mccarrey St, AK

### General Property Data

Owner	HARTON GREGORY RICHARD &	Parcel	0062912603801
Owner Address	DARLENE LOIS 261 N MCCARREY ST #14 ANCHORAGE, AK 99508-5832	Tax District	003
Zoning	R3	Card	01
Region	10 - Municipality of Anchorage	Condo Unit #	VI-14B

### Legal

Land Use Code	Condominium	Plat	770210
Multi Use	Y	Legal Desc	WONDER PARK LT C3 CONTEMPO 1 PHASE 3
Grid	SW1237	Land Size	0
Neighborhood #	06E85	Style	CONDOMIUM
Year Built	1981	Eff Year	1,981
Total SqFt	807		

### Residential Characteristics

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

### Current Property Data

Tax Year	2008	Land Value	0
Building Value	83,100	Total Value	83,100
Mill Rate	1,489	Tax Amount	1,237
% Complete	100	Deed Date	10/08/2004
Prev Deed Date	10/08/04	Deed Book	2004
Prev Deed Book	2004	Deed Page	0075878
Prev Deed Page	5878		

### Details

**Land Info:** Grade: Even; Well Site: No; Drainage: Good  
**Topography:** Level  
**Utilites:** Public Sewer; Public Water  
**Access Info:** Good  
**Street Info:** Curb & Gutter; Paved; Front Traffic: Medium  
**Misc.:** Ext Wall: Wood; Phys Cond: Normal Wear & Tear; R Plan Unit: 1; Recreate Dt: 08/02/1984  
**Heat:** System: Central; Type: Hot Water; Fuel: Natural Gas  
**SqFt:** 1 Flr SF: 807  
**Stacks:** EZ FP: 1  
**Fixture:** Total: 05  
**Condo:** Type: Interior; Style: Multi-Resid.  
**Res Additions (2):** Lower Level: Enclosed Storage; Area: 16  
**Acc Structures (1):** Type: Open Carport; Qnty: 1; Year: 1981; Area: 000180; Grd: Average; Con: Average

### Sales

Year	Land Value	Bldg Value	Total Value	Mil Rate	Taxes	Per Complete	Deed Date	Book	Page	Owner
2008		83,100.00	83,100.00	1489.00	1,237.00	100	10/8/2004	2004	5878	HARTON GREGORY RICHARD &
2007		83,800.00	83,800.00	1454.00	1,218.00	100	10/8/2004	2004	5878	
2006		75,600.00	75,600.00	1528.00	1,155.00	100	10/8/2004	2004	5878	
2005		68,000.00	68,000.00	1628.00	1,107.00	100	10/8/2004	2004	5878	
2004		57,900.00	57,900.00	1618.00	936.00	100	10/8/2004	2004	5878	

Homeworks Construction

2430 Trisha Ave  
Anchorage, AK 99516

# Invoice

Date	Invoice #
4/28/2009	287

Bill To
Bethany Stamper 261 McCarrey Street, Unit 14 Anchorage, AK

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
14 Plum...	Replace missing heater covers	330.00				330.00	100.00%	100.00%	330.00

						<b>Total</b>	\$330.00		
						<b>Payments/Credits</b>	\$0.00		
						<b>Balance Due</b>	\$330.00		

**C-Moore Painting & Decorating**  
YOU always get Moore for LESS

**Invoice**

Charlie Moore  
860 Dellwood Street #2  
Wasilla, AK 99654  
907-441-6286  
cmoorepainting@gci.net

Date: April 7, 2009  
Invoice #: 154  
Terms: Net 30 Days

Bill to: Owner of record  
LL – Neil Thomas  
Coldwell Banker Best Properties

Subject: 261 McCarrey Street Unit #14  
Anchorage, AK 99508

Description	Hours	Rate	Total
Labor	-	-	\$ 975.00
- Interior repaint and drywall repair			
Materials	-	-	-
		Sub Total	\$ 975.00
		Amount Paid	\$ 0.00
		Balance Due	\$ 975.00

Thank you for the opportunity to do business with you. We do hope that our services met all of your needs and expectations. Please feel free to call and get a free estimate for any other projects you or your clients may need completed.

# QUALITY FLOORING

1220 E. 68 TH. AVE # 103  
ANCHORAGE, AK 99518  
USA

Voice: 907-929-2404  
Fax: 907-929-1964

# INVOICE

Invoice Number: 5081  
Invoice Date: Mar 26, 2009  
Page: 1  
*Duplicate*

<b>Bill To:</b>
COLDWELL BANKER 3000 C STREET, # 101 ANCHORAGE, AK 99503

<b>Ship to:</b>
COLDWELL BANKER ATTN BETHANY STAMPER ANCHORAGE, AK

Customer ID	Customer PO	Payment Terms	
COLDWELL BANKER	261 mccarrey # 14	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
JAY	Hand Deliver		4/25/09

Quantity	Item	Description	Unit Price	Amount
63.00		SUPPLY CARPET FOR ALL CARPETED AREAS,	9.50	598.50
63.00		SUPPLY PAD	3.00	189.00
63.00		SUPPLY LABOR TO DEMO AND DISPOSE OF EXISTING CARPET AND PAD.	2.00	126.00
63.00		SUPPLY LABOR TO INSTALL CARPET AND PAD	6.00	378.00

Subtotal	1,291.50
Sales Tax	
Total Invoice Amount	1,291.50
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,291.50</b>

Check/Credit Memo No:

**CWM Services**

**9580 Carlson Road  
Anchorage, AK 99507-4324**

**Invoice**

Date	Invoice #
3/20/2009	7497

Bill To
Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503

Ship To
261 McCarrey #14 Anchorage, AK

Terms	Service Date
Due on receipt	3/20/2009

Description	Amount
<p>Checked reported excessive heat at the property. Found that the zone valve was locked open - the lever was in the manual open position. Returned the lever to the automatic position and checked thermostat and valve operation. The zone valve and thermostat appear to operate properly.</p> <p>Minimum service call.</p>	96.00
Thank you for your business.	<b>Total</b> \$96.00

**CWM Services**

**9580 Carlson Road  
Anchorage, AK 99507-4324**

**Invoice**

Date	Invoice #
3/31/2009	7513

Bill To
Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503

Ship To
261 McCarrey #14 Anchorage, AK

Terms	Service Date
Due on receipt	3/26/2009

Description	Amount
Replaced leaking toilet tank to bowl gasket and tank bolt gaskets. Cleaned up the toilet tank blue "stuff" off the floor as best as we could.	
1 Hour labor at \$96.00 per hour.	96.00
Toilet tank to bowl connection kit.	7.50
Thank you for your business.	<b>Total</b> \$103.50

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

# PROPOSAL

DATE	PROPOSAL#
3/20/2009	759

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

PROJECT
261 McCarrey #14

DESCRIPTION	Cost
<p>Turn off hot and cold water supply valves to the unit. Add glycol to the traps in the sinks and bathtub, cycle glycol through the dishwasher, and add glycol to the toilet. It is not practical to completely winterize the unit. To do so holes would have to be cut in the walls and new valves installed to provide a positive shut off of the water to the unit. The heat and hot water for the unit are common to the entire building. This would help reduce possible damage if the heat in the building was to fail or if a plumbing fixture in the unit were to fail.</p> <p>The toilet water mixing valve in the unit is extremely noisy. The toilet has a leak between the tan and owl.</p>	140.00
<p>The price quoted on this estimate is valid for 30 days.</p>	
<b>TOTAL</b>	
\$140.00	

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:**

**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