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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re:  GREG STEVEN KING,       Debtor(s).	CASE NO.: 6:22-bk-13594-SY CHAPTER: 7       <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> June 15, 2023	<b>Time:</b> 9:30 a.m.
<b>Location:</b> Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:**  Public  Private      **Last date to file objections:** June 1, 2023

**Description of property to be sold:** Real property located at 40001 Via Caseta, Murrieta, CA 92562

**Terms and conditions of sale:** See attached Sale Motion

**Proposed sale price:** \$1,750,000.00, subject to overbids

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):** Initial overbid of \$1,760,000.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee and his counsel on or before June 1, 2023.

Certified funds of at 3% of the overbid purchase price must be delivered. (See attached Sale Motion).

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

June 15, 2023 at 9:30 a.m.

United States Bankruptcy Court

Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Lynda T. Bui, Esq.

Shulman Bastian Friedman & Bui LLP

100 Spectrum Center Drive Suite 600

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Date: 05/24/2023

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lynda T. Bui - Bar No. 201002 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: LBui@shulmanbastian.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Karl T. Anderson, Chapter 7 Trustee	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b>	
In re:  GREG STEVEN KING,	CASE NO.: 6:22-bk-13594-SY CHAPTER: 7  <b>NOTICE OF MOTION FOR:</b>  Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief <b>(Specify name of Motion)</b>  DATE: 06/15/2023 TIME: 9:30 am COURTROOM: 302 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819
Debtor(s).	

1. TO (*specify name*): Debtor and his counsel, United States Trustee, and Interested Parties
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 05/24/2023

SHULMAN BASTIAN FRIEDMAN & BUI LLP  
Printed name of law firm

/s/ Lynda T. Bui  
Signature

Lynda T. Bui  
Printed name of attorney

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6 Attorneys for Karl. T. Anderson,  
Chapter 7 Trustee  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10  
11 In re

12 **GREG STEVEN KING,**

13 Debtor.

Case No. 6:22-bk-13594-SY

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR  
ORDER:**

- 14 (1) **APPROVING THE SALE OF REAL  
PROPERTY OF THE ESTATE FREE AND  
15 CLEAR OF LIENS PURSUANT TO  
BANKRUPTCY CODE §§ 363(b)(1) and (f),  
16 SUBJECT TO OVERBIDS, COMBINED  
WITH NOTICE OF BIDDING  
17 PROCEDURES AND REQUEST FOR  
APPROVAL OF THE BIDDING  
18 PROCEDURES UTILIZED;**
- 19 (2) **APPROVING PAYMENT OF REAL  
ESTATE COMMISSION AND OTHER  
20 COSTS; AND**
- 21 (3) **GRANTING RELATED RELIEF;**

22 **MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION OF KARL T.  
ANDERSON IN SUPPORT**

23 **[Real Property located at:  
24 40001 Via Caseta, Murrieta, CA 92562]**

25 **Hearing Date:**

Date: June 15, 2023

Time: 9:30 a.m.

Place: Courtroom 302

United States Bankruptcy Court  
3420 Twelfth Street  
Riverside, CA 92501

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1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE, THE**  
2 **DEBTOR AND HIS COUNSEL, THE OFFICE OF THE UNITED STATES TRUSTEE,**  
3 **CREDITORS AND OTHER PARTIES-IN-INTEREST:**

4 Karl T. Anderson (“Trustee”), solely in his capacity as the Chapter 7 trustee for the  
5 bankruptcy estate (“Estate”) of Greg Steven King (“Debtor”), brings this Motion for Order: (1)  
6 Approving the Sale of Real Property of the Estate Free and Clear of Liens Pursuant to Bankruptcy  
7 Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and  
8 Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate  
9 Commission and Other Costs; and (3) Granting Related Relief (“Sale Motion”), and respectfully  
10 represents as follows:

11 **I. SUMMARY OF ARGUMENT AND RELIEF REQUESTED**

12 Subject to Court approval, the Trustee has reached a settlement (“Settlement”)<sup>1</sup> with the  
13 Debtor and his non-debtor spouse, Wenda King (“Wenda”) to resolve disputes between the parties  
14 related to the potential non-exempt equity in assets of the Estate, including the Debtor’s residence  
15 located at 40001 Via Caseta, Murrieta, California 92562 (the “Property” or the  
16 “Residence”) that is the subject of this Sale Motion. The Settlement provides that the Debtor and  
17 Wenda will cooperate with the Trustee’s efforts to market and sell the Property with the proceeds  
18 split between the parties.<sup>2</sup> Through his Broker Team, the Trustee has received an offer from Joseph  
19 Theodore Olson and Jo Marie Ellen Smolec-Olson (collectively, the “Buyer”<sup>3</sup>) to purchase the  
20 Property for \$1,750,000.00, subject to overbids. Through the sale, the Trustee is expected to

21 \_\_\_\_\_  
22 <sup>1</sup> By separate motion [docket 72] that is set for hearing on May 18, 2023, the Trustee is seeking Court approval of the  
Settlement.

23 <sup>2</sup> Under the pending Settlement, among other things, the net proceeds from the sale of the Residence shall be split  
24 between the Estate and Debtor as follows: (a) the Estate shall receive the first net proceeds in the minimum of  
\$175,000.00; (b) after the Estate has received the first \$175,000.00 threshold, the split of the balance of net proceeds  
25 shall be 80% to the Debtor and Wenda, on the one hand, and 20% to the Estate, on the other hand, provided however,  
if the net proceeds to the Debtor reaches \$500,000.00, then the remaining net proceeds above that \$500,000.00 threshold  
26 amount will be split 50% to the Debtor and Wenda, on the one hand, and 50% to the Estate, on the other hand;<sup>2</sup> (c) upon  
the close of the sale of the Residence, the escrow company may pay the Debtor and Wenda the Debtor Residence  
27 Settlement Amount directly; and (d) the Debtor and Wenda agree that the Estate Residence Settlement Amount shall be  
used by the Estate for payment of administrative claims of the Estate and allowed unsecured claims against the Estate

28 <sup>3</sup> Buyer has requested that they take title to the Property as follows: *J. Theodore Olson and Jo Marie Smolec-Olson, Co-Trustees of the Olson Family Trust dated February 8, 2006*. The Trustee has no objection to the request.

1 generate net proceeds of approximately \$234,000.00 for the benefit of the Estate and its creditors.  
2 In the event the purchase price is increased by a successful overbid, the estimated net proceeds may  
3 increase. In summary, the Trustee believes that good cause exists to grant the Sale Motion so the  
4 Trustee does not lose this valuable business opportunity.

5 As part of this Sale Motion, and consistent with the Settlement, the Trustee is requesting that  
6 the Court also authorize the turnover of the Property under the terms as set forth below.

7 **II. BACKGROUND**

8 **A. The Bankruptcy Case and Claims Filed.**

9 The Debtor filed a voluntary petition under Chapter 13 of the Bankruptcy Code on  
10 September 26, 2022 (“Petition Date”). On November 30, 2022, the Debtor caused the case to be  
11 converted to Chapter 7 by the filing of his Notice of Conversion of Bankruptcy Case From Chapter  
12 13 to Chapter 7 [11 U.S.C § 1307(a), LBR 1017-1, LBR 3015-1(q)(2)] [docket 38]. Karl T.  
13 Anderson is the duly appointed, qualifying, and acting Chapter 7 trustee for the Estate.

14 The deadline to file claims in this case was April 10, 2023. As of April 11, 2023, the Court’s  
15 claims register indicates that there have been 25 claims filed totaling \$2,387,492.92. Of those,  
16 \$523,356.24 are secured claims, which either will not be entitled to a dividend from the Estate or  
17 will be resolved through escrow on the sale of the Residence.<sup>4</sup> The remaining \$1,864,136.68 are  
18 general unsecured claims, of which approximately \$975,914.16 are disputed and ultimately may be  
19 reduced and/or disallowed as either duplicate claims (total of \$94,760.21)<sup>5</sup> or  
20 contingent/unliquidated claims and/or claims that are not an obligation of the Debtor (total of

21 \_\_\_\_\_

22 <sup>4</sup> Secured claims include: Claim 4 filed by Citizens Bank N.A. in the amount of \$15,192.43 secured by a 2017 Ford F-  
23 150 that under the Settlement is not being administered by the Trustee; Claim 5 filed by JPMorgan Chase Bank N.A.,  
24 in the amount of \$40,053.03 secured by a 2017 Maserati Levante that under the Settlement is not being administered by  
25 Trustee; Claim 12 filed by Ally Bank in the amount of \$10,259.69 secured by a 2012 Jeep Wrangler that under the  
26 Settlement is not being administered by the Trustee; Claim 13 filed by White Mountain Capital, Inc., in the amount of  
\$450,880.15 secured by a lien against the Cabin that under the Settlement is not being administered by the Trustee; and  
Claim 18 filed by La Cresta Highlands Association in the amount of \$6,970.94 related to homeowners’ association  
assessments against the Residence. It is anticipated that Claims 4, 5, 12 and 13 will not be entitled to a dividend from  
the Estate to the extent that the Trustee not administering the underlying collateral and Claim 18 will be resolved through  
escrow on the sale of the Residence.

27 <sup>5</sup> Duplicate general unsecured claims including the following : Claim 17 filed by Quarter Spot, Inc. in the amount of  
28 \$93,909.13 which appears to be a duplicate of claim 6 filed by the creditor in the same amount; Claim 20 filed by PRA  
Receivables Management in the amount of \$851.08 which appears to be a duplicate of Claim 10 filed by the creditor in  
the same amount.

1 \$881,153.95).<sup>6</sup> No priority claims have been filed other than Claim 9 filed by the California  
2 Franchise Tax Board in the amount of \$0.00 (listed as to be determined, no tax return filed). In  
3 summary, after close of escrow on the Residence and objections to disputed claims are resolved,  
4 general unsecured claims in this case may be reduced to approximately \$888,222.52.

5 **B. The Property.**

6 Attached as **Exhibit 1** to the Declaration Karl T. Anderson (“Anderson Declaration”) are  
7 true and copies of the Debtors’ Petition, Amended Schedule AB and Schedules C and D. On his  
8 Petition and Schedules the Debtor indicated/asserts (i) he resides at and is the owner of the  
9 Residence; (ii) the value of the Residence was \$1,700,000.00, (iii) there is one lien in favor of Selene  
10 Finance LP for \$967,246.27 and second lien in favor of La Cresta Highlands of \$3,359.24 (related  
11 to delinquent homeowner assessments); and (iv) claimed an exemption of \$557,741.00 under C.C.P.  
12 §704.730.

13 Real property records indicate that the Residence is vested in the name of the Debtor and  
14 Wenda, and for reasons discussed below, is community property and property of the Estate. Further,  
15 the Trustee is advised that the Debtor and Wenda currently occupy the Residence as their community  
16 property.

17 From a review of real property records and information provided by Debtor’s counsel, the  
18 Trustee is advised that the Selene Finance LP recorded a Notice of Default on the Residence on  
19 February 3, 2022 and a Notice of Trustee’s Sale on July 12, 2022.

20 Attached as **Exhibit 2** to the Anderson Declaration is a true and copy of a Preliminary Report  
21 for the Property dated April 19, 2023 (“Title Report”) which details how title is vested for the  
22 Property and the liens encumbering the Property.

23

24

25 <sup>6</sup> General unsecured claims include the following disputed claims which ultimately may be reduced and/or fully  
26 disallowed following the Trustee’s objections: Claim 16 filed by Aidvantage on behalf of the Department of Education  
27 Loa Service in the amount of \$31,153.95 (the claim may be contingent as the obligor on the loan may be making  
28 payments and the loan is not in default); Claims 21 filed by Caitlin Hutchison in the amount of \$500,000.00, Claim 22  
filed by Susan Hutchison in the amount of \$250,000.00 and Claim 23 filed by Susan Hutchison as Trustee of Damon  
Hutchison Special Needs Trust in the amount of \$100,000.00 (collectively the “Hutchison Claims”) (the Hutchison  
Claims are disputed by the Debtors and are contingent and unliquidated and also appear to not be an obligation of  
Debtor).

1 From a review of real property records and information provided by Debtor’s counsel, the  
2 Trustee is advised that on June 21, 2022, River Capital Partners, LLC (“River Capital”) recorded an  
3 abstract of judgment (“Judgment”) with the Riverside County Recorder in the amount of  
4 \$95,538.76. The lien in favor of River Capital was not listed on Debtor’s Schedule D but the debt  
5 was listed on Debtor’s Schedule F as a general unsecured claim. The Trustee is further advised that  
6 River Capital has recorded an abstract of judgment for the same debt with the San Bernardino  
7 County Recorder creating a lien on the Cabin.<sup>7</sup> The Trustee is investigating the potential avoidance  
8 of the Judgment as not being properly perfected, and he has subpoenaed the underlying records

9 The Trustee is advised by the Debtor that the Judgment has not been paid. The current  
10 amount due and owing on the Judgment will be paid as provided below.

11 **C. Broker Employment, Marketing Efforts and Basis for Value of the Property.**

12 Upon the Trustee’s application filed on March 10, 2023 [docket 67] and pursuant to Court  
13 order entered on April 20, 2023 [docket 70], the Trustee was authorized to employ Pro Realty Group  
14 and Allison James Estates & Homes as his co-brokers (“Broker Team”) to assist the Trustee with  
15 the marketing of the Property for sale. The listing agreement with the Broker Team provides for a  
16 real estate commission to be paid not to exceed six percent (6%) of the sale price. Subject to Court  
17 approval of this Sale Motion, the real estate broker commission for the sale of the Property shall not  
18 exceed six percent (6%) of the purchase price for the Property, to be split between the Broker Team,  
19 and the Buyer’s Broker, Coldwell Banker Realty.

20 Based on a preliminary analysis and communication with the Broker Team, the Trustee was  
21 advised that the Property may have an approximate value between \$1,668,000.00 to \$1,846,000.00.

22

23

24 <sup>7</sup> On his Schedules A/B and D, the Debtor listed that he (i) is the owner of the real property located 140 State Hwy 173,  
25 Lake Arrowhead, California 92352 (“Cabin”); (ii) valued the Cabin at \$750,000.00, (iii) listed one lien in favor of  
26 CalCap LLC for \$480,000.00. The Debtor has not asserted an exemption against the Cabin, and there does not appear  
27 to be any exemption available. Real property records indicate that the Cabin is vested in the name of the Debtor and  
28 Wenda. The Debtor has advised the Trustee that as a result of water damage to the Cabin, there is insurance proceeds  
of \$107,734.74 from Foremost Insurance Company (“Cabin Insurance Proceeds”). The Trustee understands that parts  
of the Cabin are not in habitable condition and need to be remediated. Under the Settlement, upon entry of a final order  
approving Settlement, the Trustee shall (1) release the Estate’s interest in the Cabin Insurance Proceeds to the Debtor  
and Wenda at which time the Debtor and Wenda can use the Cabin Insurance Proceeds and work with their insurer,  
Foremost Insurance Company, and the Cabin Lender to start the water damage repairs/renovations at the Cabin, and (2)  
abandon the Estate’s interest in the Cabin and other personal property listed on Debtor’s Schedule A/B.

1 The Broker Team believed the Property had a fair market value that supported a listing price of  
2 \$1,749,000.00. The listing price was determined on comparable sales of similar properties in the  
3 area and the condition of the Property.

4 Broker Team advised that they sent out marketing materials through the mail, social media,  
5 the Broker Teams' websites. The Broker Team has advised the Trustee that they have been contacted  
6 by numerous potential agents and held at least 21 showings (including a few potential buyers that  
7 viewed twice). Three offers have been received, the first for \$1,200,000.00 which was later  
8 withdrawn, the second for \$1,550,000.00 which was raised to \$1,575,000.00, and the third (which  
9 is the subject of this Sale Motion) for \$1,750,000.00 (\$1,000.00 over the listing price). The offer  
10 from the Buyer is the result of negotiations for the highest and best offer. The Buyer has also  
11 released all contingencies before closing escrow and accepting title to and possession of the  
12 Property.

13 The Estate does not have the funds to obtain a formal written appraisal for the estimated  
14 value of the Property. The Broker Team is experienced in the sale of real property as well as  
15 property valuations and is familiar with valuing real property in today's economic environment.

16 The Trustee believes that the proposed sale, subject to overbids, will be at fair market value  
17 because the market itself, not hypothetical appraisals of the market, are the best determinant of  
18 value. Given that the sale is subject to overbids, it is anticipated the Trustee will receive the best  
19 and highest value for the Property and the proposed sale price is fair and reasonable.

20 **D. Sale Information in Compliance with LBR 6004-1(c)(3)**

21 The following chart provides information on the sale in compliance with Local Bankruptcy  
22 Rule ("LBR") 6004-1(c)(3):

<b>LBR 6004-1(c)(3) Requirement</b>	<b>Information</b>
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: June 15, 2023 at 9:30 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 302, 3420 Twelfth Street, Riverside, CA 92501

LBR 6004-1(c)(3) Requirement	Information
<p>LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:</p>	<p>Joseph Theodore Olson and Jo Marie Ellen Smolec-Olson, 40 Calle De Buena Vida, Tubac, AZ 85646. Buyer has requested to take title to the Property as follows: <b>J. Theodore Olson and Jo Marie Smolec-Olson, Co-Trustees of the Olson Family Trust dated February 8, 2006</b> and/or their assignee (any assignee will require the Trustee’s approval).</p>
<p>LBR 6004-1(c)(3)(C) Description of the property to be sold:</p>	<p>Real property located at: 40001 Via Caseta, Murrieta, CA 92562. Excluded from the sale is the Debtor’s personal property including the washer, dryer, non-built-in refrigerator and matching buffet/hutch in the family room.</p>
<p>LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:</p>	<p>Buyer has offered \$1,750,000.00, subject to the Bidding Procedures. Buyer is paying all cash and is purchasing the Property “AS IS”, “WHERE-IS”, with no expressed or implied representations or warranties, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.</p>
<p>LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:</p>	<p>Liens impacting the Property are identified in the Title Report attached as <b>Exhibit 2</b> to the Anderson Declaration. Pro-rata unpaid real property taxes will be paid. The liens of Selene Finance, LP (approximately \$1,028,143.89), La Cresta Highlands Association (approximately \$6,970.94 ) and the Judgment of River Capital (approximately \$95,538.76) will be paid in full or the amounts as agreed to by the lienholder and the liens will be released.</p>
<p>LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:</p>	<p>The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.</p>
<p>LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>Purchase price of \$1,750,000.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$140,000.00. The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that after payment of the costs of sale, property taxes, lender lien of Selene Finance LP, homeowner association assessment lien in favor of La Cresta Highlands Association and Judgment owed to River Capital, and taking into account the terms of the Settlement, the net proceeds from the sale for the Estate will be approximately \$234,000.00. The sale price and costs of sale are subject to Bankruptcy Court approval.</p>

<b>LBR 6004-1(c)(3) Requirement</b>	<b>Information</b>
LBR 6004-1(c)(3)(H) If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	The real estate broker commission shall not exceed six percent (6%) of the purchase price, to be split between the Trustee’s Broker Team, and the Buyer’s Broker, Coldwell Banker
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Given that the Property had been the Debtor’s Residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	<b>Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by June 1, 2023).</b>

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**E. Terms of Sale**

The Buyer has offered to purchase the Property for \$1,750,000.00, subject to overbids. Attached as **Exhibit 3** to the Anderson Declaration is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and related addendums (collectively the “Agreement”). Through the Sale Motion, the Trustee seeks a Court order authorizing the sale of the Property free and clear of liens, on an “as-is, where-is” condition with no representations or warranties, and subject to overbids.

**F. Treatment of Liens and Encumbrances Through the Sale**

All costs of sale, including escrow fees and real estate commissions will be paid at closing. In addition, the following chart sets forth the liens and encumbrances against the Property as detailed in the Title Report and the proposed treatment of such liens and encumbrances through the sale:

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through the Sale</u>
Riverside County Tax Collector	Real property taxes: 1) for pro-ration purposes, 2022-2023 secured property taxes were \$16,532.12 (the total of the 1st and 2nd installments.	\$8,266.06	All outstanding and pro-rata real property taxes will be paid through escrow on the sale transaction.
Selene Finance LP	Deed of Trust recorded December 12, 2017, Instrument No. 2017-0520150	Payoff quote of \$1,028,143.89 as of 5/26/2023. Payoff received after 5/26/2023 will be subject to an additional \$162.86 of interest per day.	The lien will be paid in full or the amount as agreed to by the lienholder through escrow on the sale transaction. Thus, this lien will be released, discharged and terminated at the close of escrow and the lien will <b>not</b> attach to the sale proceeds.
La Cresta Highlands Association	Notice of Delinquent Homeowner Association Assessments recorded 11/15/2021, Instrument No. 2021-0677608 and Notice of Default and Election to Sell Under Assessment Lien recorded 2/25/20233, Instrument No. 2022-0094410	\$6,970.94 (amount listed on Claim 18 filed by La Cresta Highlands Association on 3/28/2023	The lien will be paid in full or the amount as agreed to by the lienholder through escrow on the sale transaction. Thus, this lien will be released, discharged and terminated at the close of escrow and the lien will <b>not</b> attach to the sale proceeds.
River Capital Partners, LLC	Abstract of judgment recorded on 6/21/2022, Instrument No. 2022-0278952	\$95,538.76 as of 6/21/2022.	If the Trustee and River Capital Partners, LLC are able to resolve the issue by the time of the sale hearing, the Judgment will be paid in the amount as agreed through escrow on the sale transaction, and the lien released. Otherwise, the Judgment will attach to the sale proceeds until the dispute is resolved.

**G. Approval of the Bidding Procedures.**

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Property to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court approval of the following bidding procedures (“Bidding Procedures”):



1 1. Potential bidders must bid an initial amount of at least \$10,000.00 over the Purchase  
2 Price, or \$1,760,000.00. Minimum bid increments thereafter shall be \$1,000.00. The Trustee shall  
3 have sole discretion in determining which overbid is the best for the Estate and will seek approval  
4 from the Court of the same.

5 2. Bids must be in writing and be received by the Trustee or her counsel, Lynda T. Bui,  
6 on or before **5:00 p.m. (California time) on June 8, 2023 (seven days prior to the hearing on  
7 this Sale Motion)**. Bids must be accompanied by certified funds in an amount equal to three percent  
8 (3%) of the overbid purchase price.

9 3. The bidder must also provide evidence of having sufficient specifically committed  
10 funds to complete the transaction or a lending commitment for the bid amount and such other  
11 documentation relevant to the bidder's ability to qualify as the purchaser of Property and ability to  
12 close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

13 4. The bidder must seek to acquire the Property on terms and conditions not less  
14 favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the  
15 Property as set forth in the Agreement with the Buyer including no contingencies and closing on the  
16 sale in the same time parameters as the Buyer.

17 5. All competing bids must acknowledge that the Property is being sold on an "AS IS"  
18 basis without warranties of any kind, expressed or implied, being given by the Seller, concerning  
19 the condition of the Property or the quality of the title thereto, or any other matters relating to the  
20 Property. The competing bid buyer must represent and warrant that he/she is purchasing the  
21 Property as a result of their own investigations and are not buying the Property pursuant to any  
22 representation made by any broker, agent, accountant, attorney or employee acting at the direction,  
23 or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected  
24 the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives,  
25 for himself/herself, their heirs, successors and assigns, all claims against the Debtors, their attorneys,  
26 agents and employees, the Debtor's Estate, Karl T. Anderson as Trustee and individually, and the  
27 Trustee's counsel, Shulman Bastian Friedman & Bui LLP, their agents and employees, arising or  
28 which might otherwise arise in the future concerning the Property.

6. If overbids are received, the final bidding round shall be held at the hearing on the  
Sale Motion (**June 15, 2023 at 9:30 a.m., California Time, at the U.S. Bankruptcy Court,  
Courtroom 302, 3420 Twelfth Street, Riverside, California 92501**), or if rescheduled, upon  
telephonic notice to the Buyer and the parties having submitted overbids in order to allow all  
potential bidders the opportunity to overbid and purchase the Property. At the final bidding round,  
the Trustee in the exercise of her business judgment and subject to Court approval, accept the bidder  
who has made the highest and best offer to purchase the Property, consistent with the Bidding  
Procedures ("Successful Bidder").

7. At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter alia*,  
authorizing and approving the sale of the Property to the Successful Bidder. The hearing on the  
Sale Motion may be adjourned or rescheduled without notice other than by an announcement of the  
adjourned date at the hearing on the Sale Motion.

8. In the event the Successful Bidder fails to close on the sale of the Property within the  
time parameters approved by the Court, the Trustee shall retain the Successful Bidder's Deposit and  
will be released from the obligation to sell the Property to the Successful Bidder and the Trustee  
may then sell the Property to the First Back-Up Bidder approved by the Court.

9. In the event First Back-Up Bidder fails to close on the sale of the Property within the  
time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's Deposit  
and will be released from his obligation to sell the Property to the First Back-Up Bidder and the

1 Trustee may then sell the Property to the Second Back-Up Bidder approved by the Court.

2 The Bidding Procedures will be provided to all creditors and any potential bidders or parties  
3 who have shown an interest in the Property. A Notice of Sale of Estate Property will be filed with  
4 the Court for posting on the Court's website under the link "Current Notices of Sales", which affords  
5 notice to additional potential interested parties. The Broker will update the Multiple Listing Service  
6 to reflect the Bidding Procedures. Based on this, the Trustee believes that under the circumstances  
7 of this case, the Property will have been appropriately marketed for bidding.

8 **H. Costs of the Sale**

9 Subject to Court approval, the Trustee seeks authorization to pay a real estate broker  
10 commission in the amount of \$105,000.00<sup>8</sup> to be split as follows:

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12 Trustee's Broker Team	3% (or \$52,500.00)
13 Buyer's Broker, Coldwell Bank	3% (or \$52,500.00)
14 Total Commission	6% (or \$105,000.00)

15 Escrow fees shall be split between Buyer and the Estate in the manner customary in the  
16 County where the Property is located (Riverside County, California).

17 **I. Tax Consequences**

18 The Trustee believes there will be no capital gains taxes from the sale because he is informed  
19 that the Property was the Debtor's primary residence, having resided there two of the last five years.  
20 Based on this, the Estate may be entitled to capital gains exclusions on the sale. In the event that  
21 there is any tax liability generated from the sale of the Estate's interest in the Property that is a  
22 liability of the Estate, it is anticipated that such taxes will be minimal and will be paid from the  
23 proceeds of the sale.

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28 <sup>8</sup> The total amount of real estate broker's commission will increase if the purchase price for the Property is increased  
by a successful overbid; but in no event will exceed 6% of the purchase price.

**III. ARGUMENT<sup>9</sup>**

**A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.**

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. § 704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

11 U.S.C. § 704(a).

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate approximately \$234,000.00 as follows (amounts are estimated):

Sale Price (or an amount as increased by overbid)	\$1,750,000.00
Less costs of sale, including real estate commission (estimated at 8%)	(\$140,000.00)
Less property taxes (pro-rata) (estimated)	(\$8,266.06)
Less payoff on the secured lien of Selene Finance LP (estimated)	(\$1,028,143.89)
Less payoff on the secured lien of La Cresta Highlands Association (estimated)	(\$6,970.94)
Less payoff on the Judgment of River Capital (estimated and currently subject to further review)	(\$95,538.76)
<b>Division of estimated net sale proceeds pursuant to the Settlement:</b> Estimated net sale proceeds of \$471,080.35-175,000.00 = \$296,080.35 which amount is to be split as follows: 20% to the Estate (\$296,080.35*20% = \$59,216.07) and 80% to Debtor and Wenda. (\$296,080.35*80% = \$236,864.28).	\$471,080.35 of which the Estate is entitled to the first \$175,000.00, plus 20% of the balance of the proceeds over \$175,000.00 (or \$59,216.07), for a <b>total for the Estate of \$234,216.07</b>

<sup>9</sup> Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.

1 The Trustee believes that from the estimated net sale proceeds of \$234,000.00, he will be  
2 able to make a meaningful distribution to unsecured creditors. Currently, it is estimated that after  
3 close of escrow on the Residence and objections to disputed claims are resolved, general unsecured  
4 claims in this case may be reduced to approximately \$888,222.52. If the Sale Motion is not  
5 approved, then there will be a substantial loss to the Estate. In such event, the Estate will not receive  
6 any benefit from the Property.

7 Furthermore, the Trustee believes that the proposed sale, subject to overbids, will be at fair  
8 market value because it is the best offer the Estate has received thus far for the Property after the  
9 inspection date. Given that the sale is subject to overbids, it is anticipated the Trustee will receive  
10 the best and highest value for the Property, and therefore, the proposed sale price of the Property is  
11 fair and reasonable.

12 Accordingly, the Trustee respectfully submits that, if this Court applies the good business  
13 reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

14 **B. The Proposed Sale Should be Allowed Free and Clear of Liens.**

15 Bankruptcy Code § 363(f) allows a trustee to sell property of the bankruptcy estate “free and  
16 clear of any interest in such property of an entity,” if any one of the following five conditions is met:

- 17 (1) applicable non-bankruptcy law permits a sale of such property free and  
18 clear of such interest;
- 19 (2) such entity consents;
- 20 (3) such interest is a lien and the price at which such property is to be sold  
is greater than the aggregate value of all liens on such property;
- 21 (4) such interest is in bona fide dispute; or
- 22 (5) such entity could be compelled, in a legal or equitable proceeding, to  
23 accept money satisfaction of such interest.

24 11 U.S.C. § 363(f). Bankruptcy Code § 363(f) is written in the disjunctive and thus only one of the  
25 enumerated conditions needs to be satisfied for Court approval to be appropriate. The Trustee  
26 proposes to sell under §§ 363(f)(2), 363(f)(3) and 363(f)(4).

1           **1. Bankruptcy Code § 363(f)(2) – Consent.**

2           The sale of the Property is proper pursuant to § 363(f)(2). With respect to secured real  
3 property tax, the liens of Selene Finance LP and La Cresta Highlands Association, each will be paid  
4 through escrow on the sale in the full amount asserted owing by the lienholders. Based on their  
5 consent to the sale, the Trustee will have satisfied § 363(f)(2).

6           **2. Bankruptcy Code § 363(f)(3) – Price Greater than Value.**

7           The sale of the Property is proper pursuant to § 363(f)(3). The sale price is for a sum that is  
8 greater than the aggregate value of the non-disputed liens listed in the Title Report.

9           **3. Bankruptcy Code § 363(f)(4) – Bona Fide Dispute.**

10           A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga. 1991)  
11 as a “genuine issue of material fact that bears upon the debtor’s liability, or meritorious contention  
12 as to the application of law to undisputed facts.” *Id.* at 407. In *In re Milford Group, Inc.*, 150 B.R.  
13 904 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide dispute, but must  
14 determine whether the issues presented are genuine as to the existence of a bona fide dispute. In  
15 doing so, the court in *Milford* found that the debtor had met its burden to establish cause for the  
16 court to allow for the sale of the property, free and clear of liens. Requiring resolution of those issues  
17 before the sale of the Property may likely take substantial time, effort and expense by the parties.

18           The Trustee is investigating the proper perfection of River Capital’s abstract of judgment,  
19 and in that regard, has subpoenaed documents from River Capital. Accordingly, to the extent that  
20 there are liens unresolved at closing, including the lien to River Capital, the Trustee proposes to sell  
21 under § 363(f)(4) with unresolved liens and interests, if any, attaching to the sale proceeds with the  
22 same force, effect, validity, and priority as such liens or interests had with respect to the Property  
23 prior to the sale.

24           **C. Request for Payment of Real Estate Commission to Broker.**

25           Bankruptcy Code § 328 allows employment of a professional person under § 327 “on any  
26 reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a  
27 fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Through this Sale  
28 Motion, the Trustee seeks authorization to pay a real estate broker commission in the amount of six

1 percent (6%) of the purchase price (or \$70,500.00) to be split between the Trustee’s Broker Team  
2 and the Buyer’s broker, Coldwell Banker.

3 **D. The Court Has the Authority to Approve the Bidding Procedures.**

4 Implementing the Bidding Procedures is an action outside of the ordinary course of the  
5 business. Bankruptcy Code § 363(b)(1) provides that a trustee “after notice and hearing, may use,  
6 sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. §  
7 363(b)(1). Furthermore, under Bankruptcy Code § 105(a), “[t]he court may issue any order, process,  
8 or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. §  
9 105(a). Thus, pursuant to §§ 363(b)(1) and 105(a) of the Bankruptcy Code, this Court may approve  
10 the Bidding Procedures, which will assist the Trustee to obtain the best possible price on the best  
11 possible terms for the Property.

12 **E. The Court Has the Authority to Waive the Fourteen-Day Stay of Sale.**

13 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the use,  
14 sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry  
15 of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The Trustee desires  
16 to close the sale of the Property as soon as practicable after entry of an order approving the sale.  
17 Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule of  
18 Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

19 **F. The Court Has the Authority to Find That the Buyer is a Good Faith Purchaser.**

20 The Trustee requests a determination that the Buyer is a good faith purchaser pursuant to 11  
21 U.S.C. § 363(m). There is broad authority for this Court to find that the Buyer is a good faith  
22 purchaser where the Court has evidence of a purchaser’s good faith and that the purchase is for  
23 value. *In re Ewell*, 958 F.2d 276, 281 (9th Cir. 1992). Here, the Buyer has no relation to the Trustee  
24 or the Debtor and is not a creditor of the bankruptcy estate. The sale is an arm’s length transaction  
25 and there is no allegation or evidence that the Buyer has engaged in fraud, collusion, or attempted  
26 to take grossly unfair advantage of other bidders. Moreover, the Property has been marketed to the  
27 public for a period of several months and the sale is subject to overbidding at the hearing on this  
28 Sale Motion.

1 **G. The Debtor is Required to Turn Over all Assets of the Bankruptcy Estate.**

2 Bankruptcy Code § 542(a) provides that:

3 Except as provided in subsection (c) or (d) of this section, an entity other than a  
4 custodian, in possession, custody, or control during the case, of property that the  
5 trustee may use, sell, or lease under section 363 of this title, or that the debtor may  
6 exempt under section 522 of this title, shall deliver to the trustee, and account for,  
such property or the value of such property, unless such property is of  
inconsequential value or benefit to the estate.

7 11 U.S.C. § 542(a) (emphasis added).

8 The following must be established in order for the Trustee to prevail in a turnover action:

9 (1) that the asset in question is property of the debtor's bankruptcy estate; and (2) that the Trustee  
10 is entitled to use, sell, or lease the assets. See, *In re Sherry & O'Leary, Inc.*, 148 B.R. 248, 256  
11 (Bankr. W.D. Pa. 1992); see also, *In re Weiss-Wolf, Inc.*, 60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986).

12 The Residence is vested in "Greg S. King and Wenda M. King, husband and wife as joint  
13 tenants, subject to bankruptcy proceedings filed by Greg S. King, Debtor, pending in the United  
14 States Bankruptcy Court for the Central District of State of California, Case No. 6:22-bk-13594-  
15 SY; filed on September 26, 2022." Pursuant to § 541 of the Bankruptcy Code, a bankruptcy estate  
16 is comprised of all of the debtor's legal or equitable interest in property at the time the petition is  
17 filed. See 11 U.S.C. § 541(a)(1). The general presumption in California is that all property acquired  
18 by a married person during the marriage while domiciled in California is community property. See  
19 Cal. Fam. Code § 760. More importantly, the California Supreme Court concluded in *In re*  
20 *Marriage of Valli*, 58 Cal. 4th 1396 (Cal. 2014), and *In re Brace*, 9 Cal. 5th 903, 266 Cal. Rptr. 3d  
21 298, 470 P.3d 15 (2020) that the community property presumption trumps title presumption.  
22 Accordingly, the Residence is community property and therefore property of Estate.

23 Although provided for in the Settlement, out of an abundance of caution, the Trustee is  
24 requesting turnover of the Property as part of the Sale Motion so that the Trustee may close on the  
25 sale promptly. The Property is property of the Estate pursuant to § 541(a) of the Bankruptcy Code  
26 and is property that the Trustee may sell as requested in this Sale Motion. Accordingly, the Trustee  
27 requests that the order approving the sale provides that the Debtor, Wenda and any other occupants  
28 of the Property are to vacate and leave the Property, removing all exempt personal property except

1 fixtures and leave the Property in broom clean condition, no later than seven (7) days after the entry  
2 of an order by the Court authorizing the sale of the Property and in accordance with the terms of the  
3 Settlement. In the event the Debtor, Wenda or any occupants of the Property fail to immediately  
4 vacate, the Trustee shall be entitled to the issuance of a writ of possession for the Property and the  
5 United States Marshal or other appropriate law enforcement officer may enforce such writ.

6 **IV. CONCLUSION**

7 Based on the reasons set forth above, the Trustee respectfully request submits that good  
8 cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

- 9 1. Approving the Bidding Procedures set forth above for the sale of the Property.
- 10 2. Determining the Property is property of the Estate.
- 11 3. Authorizing the Trustee to sell the Property on an as-is, where-is basis, without any  
12 warranties or representations, to the Buyer (or Successful Bidder) pursuant to the terms and  
13 conditions as set form in the Agreement attached as **Exhibit 3** to the Anderson Declaration.
- 14 4. Authorizing the sale of the Property free and clear of liens, with liens not satisfied  
15 through the sale to attach to the sale proceeds in the same validity and priority as prior to the closing  
16 of the sale.
- 17 5. Authorizing the Trustee to sign any and all documents convenient and necessary in  
18 pursuit of the sale, including but not limited to any and all conveyances contemplated by the  
19 Agreement attached as **Exhibit 3** to the Anderson Declaration.
- 20 6. Approving the payment of the real estate commission not to exceed six percent (6%)  
21 to be split between the Trustee's Broker and the Buyer's broker, Coldwell Banker.
- 22 7. Authorizing the Trustee to pay the following from the sale proceeds through escrow  
23 on the sale of the Property: (i) all real property taxes, (ii) all amounts owed on the Selene Finance  
24 LP, La Cresta Highlands Association and the River Capital Judgment if the dispute is resolved, and  
25 (iii) escrow fees and other costs of sale to be split between the Buyer and the Estate in the manner  
26 customary in Riverside County, California.
- 27 8. Determining that the Buyer is in good faith pursuant to 11 U.S.C. § 363(m).



1 9. Waiving the fourteen-day stay of the order approving the sale of the Property under  
2 Federal Rules of Bankruptcy Procedure 6004(h).

3 10. So that the Trustee may close on the sale of the Property, ordering that (i) the Debtor,  
4 Wenda, and any other occupants of the Property are to vacate and leave the Property, removing all  
5 exempt personal property except fixtures and leave the Property in broom clean condition, no later  
6 than seven (7) days after the entry of an order by the Court authorizing the sale of the Property and  
7 in accordance with the terms of the Settlement; (ii) in the event the Debtor, Wenda or any occupants  
8 of the Property fail to vacate the Property, the Trustee shall be entitled to issuance of a writ of  
9 possession for the Property; and (iii) the United States Marshal or other appropriate law enforcement  
10 officer may enforce such writ.

11 11. Through escrow on the sale of the Property, authorizing the Trustee to pay (i) the  
12 Debtor Residence Settlement Amount, and (ii) the balance owed the Estate for the Estate Escalade  
13 Settlement Amount.<sup>10</sup>

14 12. For such other and further relief as the Court deems just and proper under the  
15 circumstances of this case.

16  
17 Respectfully submitted,

18 Dated: May 22, 2023

**SHULMAN BASTIAN FRIEDMAN & BUI LLP**

/s/ Lynda T. Bui

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Lynda T. Bui  
Attorneys for Karl T. Anderson, Chapter 7 Trustee  
for the bankruptcy estate of *In re Greg Steven King*, Case  
21 No. 6:22-bk-13594-SY  
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28 <sup>10</sup> Pursuant to Section II, paragraph 5 of the Settlement, the Debtor shall pay the Trustee \$8,000.00, representing the  
non-exempt equity in the Escalade (“Estate Escalade Settlement Amount”).

# **DECLARATION**

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**DECLARATION OF KARL T. ANDERSON**

I, Karl T. Anderson, declare and state as follows:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate of *In re Greg Steven King* (“Debtor”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I am familiar with the Debtor’s bankruptcy case and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief (“Sale Motion”)*. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have read and I am aware of the contents of the Sale Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Sale Motion and the Memorandum of Points and Authorities are true to the best of my knowledge.

4. The deadline to file claims in this case was April 10, 2023. As of April 11, 2023, the Court’s claims register indicates that there have been 25 claims filed totaling \$2,387,492.92 consisting of \$523,356.24 in secured claims which either will not be entitled to a dividend from the Estate or will be resolved through escrow on the sale of the Residence<sup>11</sup> and \$1,864,136.68 in general unsecured claims of which, based on a preliminary analysis, approximately \$975,914.16 are

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<sup>11</sup> Secured claims include: Claim 4 filed by Citizens Bank N.A. in the amount of \$15,192.43 secured by a 2017 Ford F-150 that under the Settlement is not being administered by the Trustee; Claim 5 filed by JPMorgan Chase Bank N.A., in the amount of \$40,053.03 secured by a 2017 Maserati Levante that under the Settlement is not being administered by Trustee; Claim 12 filed by Ally Bank in the amount of \$10,259.69 secured by a 2012 Jeep Wrangler that under the Settlement is not being administered by the Trustee; Claim 13 filed by White Mountain Capital, Inc., in the amount of \$450,880.15 secured by a lien against the Cabin that under the Settlement is not being administered by the Trustee; and Claim 18 filed by La Cresta Highlands Association in the amount of \$6,970.94 related to homeowners’ association assessments against the Residence. It is anticipated that Claims 4, 5, 12 and 13 will not be entitled to a dividend from the Estate to the extent that the Trustee not administering the underlying collateral and Claim 18 will be resolved through escrow on the sale of the Residence.

1 disputed and ultimately may be reduced and/or disallowed as either duplicate claims (total of  
2 \$94,760.21)<sup>12</sup> or contingent/unliquidated claims and/or claims that are not an obligation of the  
3 Debtor (total of \$881,153.95).<sup>13</sup> No priority claims have been filed other than Claim 9 filed by the  
4 California Franchise Tax Board in the amount of \$0.00 (listed as to be determined, no tax return  
5 filed).

6 5. Attached here as **Exhibit 1** are true and correct copies of the Debtor's Petition,  
7 Amended Schedule A/B and Schedules C and Schedule D.

8 6. Attached here as **Exhibit 2** is true and copy of the Preliminary Report for the Property  
9 dated April 19, 2023 ("Title Report").

10 7. The Title Report reflects an Abstract of Judgment in favor of River Capital Partners,  
11 LLC ("River Capital") and against the Debtor recorded on June 21, 2022 in the amount of  
12 \$95,538.76 ("Judgment"). I am advised by the Debtor that the Judgment has not been paid. Through  
13 counsel, I have subpoenaed documents supporting the underlying debt.

14 8. Upon my application filed on March 10, 2023 [docket 67] and pursuant to Court  
15 order entered on April 20, 2023 [docket 70], I was authorized to employ Pro Realty Group and  
16 Allison James Estates & Homes as my co-brokers ("Broker Team") to assist me with the marketing  
17 of the Property for sale. The listing agreement with the Broker Team provides for a real estate  
18 commission to be paid not to exceed six percent (6%) of the sale price. Subject to Court approval,  
19 the real estate broker commission shall not exceed six percent (6%) of the purchase price for the  
20 Property, to be split between the Broker Team, and the Buyer's Broker, Coldwell Banker Realty.

21

22

23 <sup>12</sup> Duplicate general unsecured claims including the following : Claim 17 filed by Quarter Spot, Inc. in the amount of  
24 \$93,909.13 which appears to be a duplicate of claim 6 filed by the creditor in the same amount; Claim 20 filed by PRA  
25 Receivables Management in the amount of \$851.08 which appears to be a duplicate of Claim 10 filed by the creditor in  
26 the same amount.

27 <sup>13</sup> General unsecured claims include the following disputed claims which ultimately may be reduced and/or fully  
28 disallowed following the Trustee's objections: Claim 16 filed by Aidvantage on behalf of the Department of Education  
Loa Service in the amount of \$31,153.95 (the claim may be contingent as the obligor on the loan may be making  
payments and the loan is not in default); Claims 21 filed by Caitlin Hutchison in the amount of \$500,000.00, Claim 22  
filed by Susan Hutchison in the amount of \$250,000.00 and Claim 23 filed by Susan Hutchison as Trustee of Damon  
Hutchison Special Needs Trust in the amount of \$100,000.00 (collectively the "Hutchison Claims") (the Hutchison  
Claims are disputed by the Debtors and are contingent and unliquidated and also appear to not be an obligation of  
Debtor).

1           9.       The Broker Team advised me that the Property may have an approximate value  
2 between \$1,668,000.00 to \$1,846,000.00. The Broker Team believed the Property had a fair market  
3 value that supported a listing price of \$1,749,000.00. The listing price was determined on  
4 comparable sales of similar properties in the area and the condition of the Property.

5           10.       I am informed that the Broker Team sent out marketing materials through the mail,  
6 social media, the Broker Teams' websites. The Broker Team has advised me that they have been  
7 contacted by numerous potential agents and held at least 21 showings (including a few potential  
8 buyers that viewed twice). Three offers have been received, the first for \$1,200,000.00 which was  
9 later withdrawn, the second for \$1,550,000.00 which was raised to \$1,575,000.00, and the third  
10 (which is the subject of the Sale Motion) for \$1,750,000.00 (\$1,000.00 over the listing price). The  
11 Buyer has made the highest and best offer after negotiations.

12           11.       The Estate does not have the funds to obtain a formal written appraisal for the  
13 estimated value of the Property. The Broker Team is experienced in the sale of real property as well  
14 as property valuations and is familiar with valuing real property in today's economic environment.

15           12.       Through my Broker Team, I received an offer from Joseph Theodore Olson and Jo  
16 Marie Ellen Smolec-Olson (collectively "Buyer") to purchase the Property for \$1,750,000.00,  
17 subject to overbids. Attached here as **Exhibit 3** is a true and correct copy of the Residential Purchase  
18 Agreement and Joint Escrow Instructions and related addendums.

19           13.       The Buyer's offer is best one received. I believe that the proposed sale, which is  
20 subject to overbids, will be at fair market value. The market, not hypothetical appraisals, is the best  
21 determinant of value. Given that the sale is subject to overbids, the Estate is expected to receive the  
22 best and highest value for the Property.

23           14.       I believe there will be no capital gains taxes from the sale because I am informed that  
24 the Property was the Debtor's primary residence for two of the last five years. Based on this, the  
25 Estate may be entitled to capital gains exclusions on the sale. In the event that there is any tax  
26 liability generated from the sale of the Estate's interest in the Property that is a liability of the Estate,  
27 it is anticipated that such taxes will be minimal and will be paid from the proceeds of the sale.

28

1           15. For the reasons set forth in the Sale Motion and this Declaration, I respectfully  
2 request that the Court grant the Sale Motion as it presents a valuable business opportunity for the  
3 Estate and its creditors. Further and if necessary, I represent that I am willing to reduce my statutory  
4 commission and ask my professionals to reduce their fees to ensure that there will be a meaningful  
5 distribution to unsecured creditors.

6           I declare under penalty of perjury pursuant to the laws of the United States of America that  
7 the foregoing is true and correct.

8           Executed on May 22, 2023, at Palm Springs, California.

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11 Karl T. Anderson

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# **Exhibit 1**

## **Amended Schedules A/B and C and Schedule D**

Fill in this information to identify your case:

United States Bankruptcy Court for the:  
Central District of California

Case number (if known): \_\_\_\_\_ Chapter you are filing under:

Chapter 7  
 Chapter 11  
 Chapter 12  
 Chapter 13

Check if this is an amended filing

Official Form 101

**Voluntary Petition for Individuals Filing for Bankruptcy**

06/22

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint* case—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be *yes* if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Identify Yourself**

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
<p>1. <b>Your full name</b></p> <p>Write the name that is on your government-issued picture identification (for example, your driver’s license or passport).</p> <p>Bring your picture identification to your meeting with the trustee.</p>	<p><u>Greg</u>                      First name</p> <p><u>Steven</u>                      Middle name</p> <p><u>King</u>                      Last name</p> <p>_____                      Suffix (Sr., Jr, II, III)</p>	<p>_____                      First name</p> <p>_____                      Middle name</p> <p>_____                      Last name</p> <p>_____                      Suffix (Sr., Jr, II, III)</p>
<p>2. <b>All other names you have used in the last 8 years</b></p> <p>Include your married or maiden names.</p>	<p>_____                      First name</p> <p>_____                      Middle name</p> <p>_____                      Last name</p> <p>_____                      First name</p> <p>_____                      Middle name</p> <p>_____                      Last name</p>	<p>_____                      First name</p> <p>_____                      Middle name</p> <p>_____                      Last name</p> <p>_____                      First name</p> <p>_____                      Middle name</p> <p>_____                      Last name</p>
<p>3. <b>Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)</b></p>	<p>xxx - xx - <u>5 7 7 9</u></p> <p>OR</p> <p>9xx - xx - _____</p>	<p>xxx - xx - _____</p> <p>OR</p> <p>9xx - xx - _____</p>

**Exhibit 1**



Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**About Debtor 1:**

**About Debtor 2 (Spouse Only in a Joint Case):**

**4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years**

Include trade names and *doing business as* names

I have not used any business names or EINs.

I have not used any business names or EINs.

Business name \_\_\_\_\_

Business name \_\_\_\_\_

Business name \_\_\_\_\_

Business name \_\_\_\_\_

EIN \_\_\_\_\_

EIN \_\_\_\_\_

EIN \_\_\_\_\_

EIN \_\_\_\_\_

**5. Where you live**

40001 Via Caseta

Number Street

\_\_\_\_\_

Murrieta, CA 92562-9114

City State ZIP Code

Riverside

County

**If your mailing address is different from the one above, fill it in here.** Note that the court will send any notices to you at this mailing address.

Number Street

P.O. Box

City State ZIP Code

**If Debtor 2 lives at a different address:**

Number Street

\_\_\_\_\_

City State ZIP Code

County

**If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to you at this mailing address.

Number Street

P.O. Box

City State ZIP Code

**6. Why you are choosing this district to file for bankruptcy**

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 2: Tell the Court About Your Bankruptcy Case**

7. The chapter of the Bankruptcy Code you are choosing to file under *Check one.* (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy* (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

Chapter 7  
 Chapter 11  
 Chapter 12  
 Chapter 13

8. How you will pay the fee  **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.

**I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).

**I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?  No.

Yes. District Central District of California When 08/22/2022 Case number 6:22-bk-13140-SY  
 MM / DD / YYYY  
 District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 MM / DD / YYYY  
 District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?  No.

Yes. Debtor \_\_\_\_\_ Relationship to you \_\_\_\_\_  
 District \_\_\_\_\_ When \_\_\_\_\_ Case number, if known \_\_\_\_\_  
 MM / DD / YYYY  
 Debtor \_\_\_\_\_ Relationship to you \_\_\_\_\_  
 District \_\_\_\_\_ When \_\_\_\_\_ Case number, if known \_\_\_\_\_  
 MM / DD / YYYY

11. Do you rent your residence?  No. Go to line 12.

Yes. Has your landlord obtained an eviction judgment against you?  
 No. Go to line 12.  
 Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it as part of this bankruptcy petition.

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 3: Report About Any Businesses You Own as a Sole Proprietor**

12. Are you a sole proprietor of any full- or part-time business?

- No. Go to Part 4.  
 Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any \_\_\_\_\_  
 \_\_\_\_\_  
 Number Street  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City State ZIP Code

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))  
 Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
 Stockbroker (as defined in 11 U.S.C. § 101(53A))  
 Commodity Broker (as defined in 11 U.S.C. § 101(6))  
 None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code, and are you a **small business debtor** or a debtor as defined by 11 U.S.C. § 1182(1)?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor or a debtor choosing to proceed under Subchapter V so that it can set appropriate deadlines. If you indicate that you are a small business debtor or you are choosing to proceed under Subchapter V, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

- No. I am not filing under Chapter 11.  
 No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.  
 Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I do not choose to proceed under Subchapter V of Chapter 11.  
 Yes. I am filing under Chapter 11. I am a debtor according to the definition in § 1182(1) of the Bankruptcy Code, and I choose to proceed under Subchapter V of Chapter 11.

Debtor 1      Greg      Steven      King      Case number (if known) \_\_\_\_\_  
First Name      Middle Name      Last Name

**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention**

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

- No.
- Yes. What is the hazard?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If immediate attention is needed, why is it needed?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where is the property?

Number      Street  
\_\_\_\_\_  
\_\_\_\_\_  
City      State      ZIP Code

*For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?*

Debtor 1  
Greg Steven King  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling**

**15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

**About Debtor 1:**

*You must check one:*

**I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**  
Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

**I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**  
Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

**I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

**I am not required to receive a briefing about credit counseling because of:**

**Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

**Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

**Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

**About Debtor 2 (Spouse Only in a Joint Case):**

*You must check one:*

**I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**  
Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

**I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**  
Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

**I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

**I am not required to receive a briefing about credit counseling because of:**

**Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

**Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

**Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 Greg Steven King  
 First Name Middle Name Last Name Case number (if known) \_\_\_\_\_

**Part 6: Answer These Questions for Reporting Purposes**

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- No. Go to line 16b.  
 Yes. Go to line 17.
- 16b. Are your debts primarily business debts? *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.  
 Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts.  
 \_\_\_\_\_
17. Are you filing under Chapter 7?
- No. I am not filing under Chapter 7. Go to line 18.  
 Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
- No  
 Yes
18. How many creditors do you estimate that you owe?
- 1-49  1,000-5,000  25,001-50,000  50,000-100,000  More than 100,000  
 50-99  5,001-10,000  
 100-199  10,001-25,000  
 200-999
19. How much do you estimate your assets to be worth?
- \$0-\$50,000  \$1,000,001-\$10 million  \$500,000,001-\$1 billion  
 \$50,001-\$100,000  \$10,000,001-\$50 million  \$1,000,000,001-\$10 billion  
 \$100,001-\$500,000  \$50,000,001-\$100 million  \$10,000,000,001-\$50 billion  
 \$500,001-\$1 million  \$100,000,001-\$500 million  More than \$50 billion
20. How much do you estimate your liabilities to be?
- \$0-\$50,000  \$1,000,001-\$10 million  \$500,000,001-\$1 billion  
 \$50,001-\$100,000  \$10,000,001-\$50 million  \$1,000,000,001-\$10 billion  
 \$100,001-\$500,000  \$50,000,001-\$100 million  \$10,000,000,001-\$50 billion  
 \$500,001-\$1 million  \$100,000,001-\$500 million  More than \$50 billion

**Part 7: Sign Below**

For you

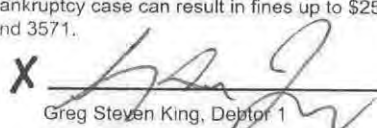
I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

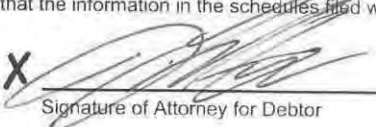
X   
 Greg Steven King, Debtor 1  
 Executed on 09/26/2022  
 MM/ DD/ YYYY

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

X   
Signature of Attorney for Debtor

Date 09/26/2022  
MM / DD / YYYY

J. Luke Hendrix  
Printed name

Law Offices of J. Luke Hendrix  
Firm name

28465 Old Town Front St Suite 212  
Number Street

Temecula CA 92590  
City State ZIP Code

Contact phone (951) 221-3721 Email address luke@jlhlawoffices.com

271424 CA  
Bar number State

Fill in this information to identify your case and this filing:

Debtor 1	<u>Greg</u>	<u>Steven</u>	<u>King</u>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>Central District of California</u>		
Case number			

Check if this is an amended filing

Official Form 106A/B

**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.  
 Yes. Where is the property?

1.1 40001 Via Caseta  
 Street address, if available, or other description

---

Murrieta, CA 92562-9114  
 City State ZIP Code

---

Riverside  
 County

What is the property? Check all that apply.

- Single-family home  
 Duplex or multi-unit building  
 Condominium or cooperative  
 Manufactured or mobile home  
 Land  
 Investment property  
 Timeshare  
 Other \_\_\_\_\_

Who has an interest in the property? Check one.

- Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?	Current value of the portion you own?
<u>\$1,700,000.00</u>	<u>\$1,700,000.00</u>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

Check if this is community property (see instructions)

If you own or have more than one, list here:

1.2 Cabin  
 Street address, if available, or other description

---

140 State Highway 173

---

Lk Arrowhead, CA 92352  
 City State ZIP Code

---

San Bernardino  
 County

What is the property? Check all that apply.

- Single-family home  
 Duplex or multi-unit building  
 Condominium or cooperative  
 Manufactured or mobile home  
 Land  
 Investment property  
 Timeshare  
 Other Cabin

Who has an interest in the property? Check one.

- Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?	Current value of the portion you own?
<u>\$750,000.00</u>	<u>\$750,000.00</u>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....

→ \$2,450,000.00



Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No  
 Yes

3.1 Make: Jeep Who has an interest in the property? Check one:  
 Model: Wrangler  Debtor 1 only  
 Year: 2012  Debtor 2 only  
 Approximate mileage: 139000  Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this is community property (see instructions)

Other information:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$15,000.00  
 Current value of the portion you own? \$15,000.00

If you own or have more than one, list here:

3.2 Make: Cadillac Who has an interest in the property? Check one:  
 Model: Escalade  Debtor 1 only  
 Year: 2013  Debtor 2 only  
 Approximate mileage: 112000  Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this is community property (see instructions)

Other information:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$15,000.00  
 Current value of the portion you own? \$15,000.00

3.3 Make: Yamaha Who has an interest in the property? Check one:  
 Model: Quad 2 Stroke  Debtor 1 only  
 Year: 1995  Debtor 2 only  
 Approximate mileage: \_\_\_\_\_  Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this is community property (see instructions)

Other information:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$500.00  
 Current value of the portion you own? \$500.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories  
 Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No  
 Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....

→ \$30,500.00

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own? Do not deduct secured claims or exemptions.

**6. Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware

No  
 Yes. Describe..... Ordinary household goods and furnishings. \$2,500.00

**7. Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

No  
 Yes. Describe..... TVs, laptops, iPhones. \$1,300.00

**8. Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

No  
 Yes. Describe..... \_\_\_\_\_

**9. Equipment for sports and hobbies**

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

No  
 Yes. Describe..... \_\_\_\_\_

**10. Firearms**

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

No  
 Yes. Describe..... \_\_\_\_\_

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

No  
 Yes. Describe..... Ordinary clothing. \$1,500.00

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

No  
 Yes. Describe..... Wedding Rings \$3,000.00

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

13. Non-farm animals

Examples: Dogs, cats, birds, horses

No  
 Yes. Describe..... Dog \$100.00

14. Any other personal and household items you did not already list, including any health aids you did not list

No  
 Yes. Describe..... \_\_\_\_\_

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here \_\_\_\_\_ →

\$8,400.00

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?  
 Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

No  
 Yes..... Cash..... \$550.00

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

No  
 Yes.....

Institution name:

17.1. Savings account: Navy Federal Credit Union \$9.58

17.2. Checking account: Banner Bank 4966 \$4,583.69

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

No  
 Yes.....

Institution or issuer name:

TD Ameritrade Stock Account (9769) \$10.00

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

No  
 Yes. Give specific information about them.....

Name of entity:

% of ownership:

Apex Conveyor Systems, Inc. 100% stock interest. 100 % \$0.00

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.  
*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.

- No  
 Yes. Give specific information about them.....

Issuer name: \_\_\_\_\_

**21. Retirement or pension accounts**

*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No  
 Yes. List each account separately.

Type of account:	Institution name:	
401(k) or similar plan:	_____	_____
Pension plan:	_____	_____
IRA:	_____	_____
Retirement account:	_____	_____
Keogh:	_____	_____
Additional account:	_____	_____

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No  
 Yes.....

Institution name or individual:

Electric:	_____	_____
Gas:	_____	_____
Heating oil:	_____	_____
Security deposit on rental unit:	_____	_____
Prepaid rent:	_____	_____
Telephone:	_____	_____

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

Water: \_\_\_\_\_  
 Rented furniture: \_\_\_\_\_  
 Other: \_\_\_\_\_

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
- Yes.....

Issuer name and description:

\_\_\_\_\_

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
- Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

\_\_\_\_\_

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

- No
- Yes. Give specific information about them....

\_\_\_\_\_

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**

*Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them....

\_\_\_\_\_

27. **Licenses, franchises, and other general intangibles**

*Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them....

\_\_\_\_\_

**Money or property owed to you?**

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

28. Tax refunds owed to you

No  
 Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

Federal: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Local: \_\_\_\_\_

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

No  
 Yes. Give specific information.....

Alimony: \_\_\_\_\_  
 Maintenance: \_\_\_\_\_  
 Support: \_\_\_\_\_  
 Divorce settlement: \_\_\_\_\_  
 Property settlement: \_\_\_\_\_

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

No  
 Yes. Give specific information.....

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

No  
 Yes. Name the insurance company of each policy and list its value....

	Company name:	Beneficiary:	Surrender or refund value:
	<u>Select Quote Insurance Services (Term Life Insurance Policy)</u>	<u>Wenda King</u>	<u>\$0.00</u>

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died,

No  
 Yes. Give specific information.....

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

No  
 Yes. Describe each claim.....

Legal claims in disputed litigation pending against Caitlin Hutchison and Susan Hutchison, Riverside County Superior Court, MCC1901558, including slander of title and related causes of action based on alleged wrongful recording of lis pendens against 40001 Via Caseta, Murrieta, CA 92562.

unknown

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No  
 Yes. Describe each claim.....

35. Any financial assets you did not already list

No  
 Yes. Give specific information.....  \$0.00

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here..... →

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.**

37. Do you own or have any legal or equitable interest in any business-related property?

No. Go to Part 6.  
 Yes. Go to line 38.

Current value of the portion you own? Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

No  
 Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

No  
 Yes. Describe.....

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

No  
 Yes. Describe.....

41. Inventory

No  
 Yes. Describe.....

42. Interests in partnerships or joint ventures

No  
 Yes. Describe.....

Name of entity: \_\_\_\_\_ % of ownership: \_\_\_\_\_ %

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

43. Customer lists, mailing lists, or other compilations

- No  
 Yes. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?  
 No  
 Yes. Describe.....

44. Any business-related property you did not already list

- No  
 Yes. Give specific information.....

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here..... →

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
 If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.  
 Yes. Go to line 47.

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

47. Farm animals

Examples: Livestock, poultry, farm-raised fish

- No  
 Yes..... Chickens (2)

48. Crops—either growing or harvested

- No  
 Yes. Give specific information.....

49. Farm and fishing equipment, implements, machinery, fixtures, and tools of trade

- No  
 Yes.....

50. Farm and fishing supplies, chemicals, and feed

- No  
 Yes.....

51. Any farm- and commercial fishing-related property you did not already list

- No  
 Yes. Give specific information.....



Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

52. Add the dollar value of all of your entries from Part 6, including any entries for pages you have attached for Part 6. Write that number here..... → \$20.00

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

53. Do you have other property of any kind you did not already list?  
 Examples: Season tickets, country club membership  
 No  
 Yes. Give specific information.....  \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

54. Add the dollar value of all of your entries from Part 7. Write that number here..... → \$0.00

**Part 8: List the Totals of Each Part of this Form**

55.	Part 1: Total real estate, line 2..... →			\$2,450,000.00
56.	Part 2: Total vehicles, line 5	\$30,500.00		
57.	Part 3: Total personal and household items, line 15	\$8,400.00		
58.	Part 4: Total financial assets, line 36	\$5,153.27		
59.	Part 5: Total business-related property, line 45	\$0.00		
60.	Part 6: Total farm- and fishing-related property, line 52	\$20.00		
61.	Part 7: Total other property not listed, line 54	+ \$0.00		
62.	Total personal property. Add lines 56 through 61.....	\$44,073.27	Copy personal property total →	+ \$44,073.27
63.	Total of all property on Schedule A/B. Add line 55 + line 62.....			\$2,494,073.27

Fill in this information to identify your case:

Debtor 1	<u>Greg</u>	<u>Steven</u>	<u>King</u>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>Central District of California</u>		
Case number (if known)			

Check if this is an amended filing

Official Form 106C

**Schedule C: The Property You Claim as Exempt**

04/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

**Part 1: Identify the Property You Claim as Exempt**

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Brief description: <u>40001 Via Caseta Murrieta, CA 92562-9114</u>	<u>\$1,700,000.00</u>	<input checked="" type="checkbox"/> <u>\$557,741.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<u>C.C.P. § 704.730</u>
Line from <i>Schedule A/B</i> : <u>1.1</u>			
Brief description: <u>2013 Cadillac Escalade</u>	<u>\$15,000.00</u>	<input checked="" type="checkbox"/> <u>\$3,625.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<u>C.C.P. § 704.010</u>
Line from <i>Schedule A/B</i> : <u>3.2</u>			

3. Are you claiming a homestead exemption of more than \$189,050?  
 (Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)

- No
- Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
  - No
  - Yes

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 2: Additional Page**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
Brief description: Ordinary household goods and furnishings. Line from Schedule A/B: <u>6</u>	\$2,500.00	<input checked="" type="checkbox"/> \$2,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Brief description: TVs, laptops, iPhones. Line from Schedule A/B: <u>7</u>	\$1,300.00	<input checked="" type="checkbox"/> \$1,300.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Brief description: Ordinary clothing. Line from Schedule A/B: <u>11</u>	\$1,500.00	<input checked="" type="checkbox"/> \$1,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Brief description: Wedding Rings Line from Schedule A/B: <u>12</u>	\$3,000.00	<input checked="" type="checkbox"/> \$3,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040
Brief description: Cash Line from Schedule A/B: <u>16</u>	\$550.00	<input checked="" type="checkbox"/> \$412.50 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.070
		<input checked="" type="checkbox"/> \$137.50 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.225
Brief description: Banner Bank 4966 Checking account Line from Schedule A/B: <u>17</u>	\$4,583.69	<input checked="" type="checkbox"/> \$3,437.76 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.070
		<input checked="" type="checkbox"/> \$1,145.93 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.225

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 2: Additional Page**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Brief description: Navy Federal Credit Union Savings account	\$9.58	<input checked="" type="checkbox"/> \$7.18 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.070
Line from Schedule A/B: <u>17</u>		<input checked="" type="checkbox"/> \$2.40 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.225

Fill in this information to identify your case:

Debtor 1 Greg Steven King  
 First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing) \_\_\_\_\_  
 First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number  
 (if known) \_\_\_\_\_

Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
\$10,560.00	\$15,000.00	\$0.00

2.1 Ally Financial  
 Creditor's Name  
3010 W Agua Fria Fwy Ste 100  
 Number Street  
Phoenix, AZ 85027-3944  
 City State ZIP Code

Who owes the debt? Check one.  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Describe the property that secures the claim:  
2012 Jeep Wrangler

As of the date you file, the claim is: Check all that apply.  
 Contingent  
 Unliquidated  
 Disputed

Nature of lien. Check all that apply.  
 An agreement you made (such as mortgage or secured car loan)  
 Statutory lien (such as tax lien, mechanic's lien)  
 Judgment lien from a lawsuit  
 Other (including a right to offset)

Last 4 digits of account number 4 4 6 2

Add the dollar value of your entries in Column A on this page. Write that number here:

\$10,560.00

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
 First Name Middle Name Last Name

**Part 1:**

**Additional Page**  
**After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.**

Column A	Column B	Column C
Amount of claim	Value of collateral that supports this claim	Unsecured portion if any

**2.2** CALCAP, LLC  
 Creditor's Name  
65 N Catalina Ave  
 Number Street  
Pasadena, CA 91106-2301  
 City State ZIP Code

**Who owes the debt?** Check one.  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

**Describe the property that secures the claim:**  
 Cabin  
 140 State Highway 173 Lk Arrowhead, CA 92352

**As of the date you file, the claim is:** Check all that apply.  
 Contingent  
 Unliquidated  
 Disputed

**Nature of lien.** Check all that apply.  
 An agreement you made (such as mortgage or secured car loan)  
 Statutory lien (such as tax lien, mechanic's lien)  
 Judgment lien from a lawsuit  
 Other (including a right to offset)

Last 4 digits of account number 2 1 5 9

\$480,000.00      \$750,000.00      \$0.00

**2.3** La Cresta Highlands  
 Creditor's Name  
28441 Rancho California Rd Ste 101  
 Number Street  
Temecula, CA 92590-3618  
 City State ZIP Code

**Who owes the debt?** Check one.  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

**Describe the property that secures the claim:**

**As of the date you file, the claim is:** Check all that apply.  
 Contingent  
 Unliquidated  
 Disputed

**Nature of lien.** Check all that apply.  
 An agreement you made (such as mortgage or secured car loan)  
 Statutory lien (such as tax lien, mechanic's lien)  
 Judgment lien from a lawsuit  
 Other (including a right to offset)

Last 4 digits of account number H 0 0 5

\$3,359.24      \$0.00      \$3,359.24

Add the dollar value of your entries in Column A on this page. Write that number here:

\$483,359.24

Debtor 1 Greg Steven King  
 First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**Part 1:**

**Additional Page**  
 After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.

Column A	Column B	Column C
<b>Amount of claim</b>	<b>Value of collateral that supports this claim</b>	<b>Unsecured portion If any</b>
Do not deduct the value of collateral.		

2.4	Selene Finance, LP Creditor's Name Po Box 8619 Ste 201 Number Street Philadelphia, PA 19101-8619 City State ZIP Code Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt Date debt was incurred 12/2017	Describe the property that secures the claim: 40001 Via Caseta Murrieta, CA 92562-9114 As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset)	\$967,246.37	\$1,700,000.00	\$0.00
-----	---	---	--------------	----------------	--------

Last 4 digits of account number 7 3 0 9

Add the dollar value of your entries in Column A on this page. Write that number here:

\$967,246.37
--------------

If this is the last page of your form, add the dollar value totals from all pages. Write that number here:

\$1,461,165.61
----------------

Debtor 1 Greg Steven King Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

1	Fay Servicing, LLC	On which line in Part 1 did you enter the creditor? 2
	Name	
	1601 Lyndon B Johnson Fwy Ste 150	Last 4 digits of account number _____
	Number Street	
	Dallas, TX 75234-6519	
	City State ZIP Code	

**Exhibit 1**



**Exhibit 2**

**Title Report**



Mindy Beckham  
Title Officer

Stewart Title of California, Inc.  
2801 Townsgate Rd #111  
Westlake Village, CA 91361  
Phone: (805) 367-5628  
Fax:  
teammindy@stewart.com

## PRELIMINARY REPORT

Order No.: 1903084  
Your File No.: 105711 AA  
Buyer/Borrower Name: Joseph Theodore Olson and Jo Marie Ellen Smolec-Olson  
Seller Name: Greg S King and Wenda M King

Property Address: 40001 Via Caseta, Murrieta, CA 92562

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of April 19, 2023 at 7:30AM	<b>Update No. 2</b>
--------------------------------------	---------------------

**When replying, please contact:** Mindy Beckham, Title Officer

Stewart Title of California, Inc.  
2801 Townsgate Rd #111  
Westlake Village, CA 91361  
(805) 367-5628  
teammindy@stewart.com

**IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A “RESTRICTIVE COVENANT MODIFICATION” FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER’S OFFICE. THE “RESTRICTIVE COVENANT MODIFICATION” FORM CAN BE OBTAINED FROM THE COUNTY RECORDER’S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.**

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- Standard Coverage Owner's Policy
- Extended Coverage Owner's Policy
- CLTA/ALTA Homeowners Policy
- Standard Coverage Loan Policy
- Extended Coverage Loan Policy
- Short Form Residential Loan Policy
- 

## **SCHEDULE A**

**The estate or interest in the land hereinafter described or referred to covered by this report is:**

FEE SIMPLE

**Title to said estate or interest at the date hereof is vested in:**

Greg S. King and Wenda M. King, husband and wife as joint tenants, subject to bankruptcy proceedings filed by Greg S. King, Debtor, pending in the United States Bankruptcy Court for the Central District of State of California, Case No. 6:22-bk-13594-SY; filed on September 26, 2022.

## **LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:**

Parcel 4 of Parcel Map No. 18271, in the County of Riverside, State of California, as shown by Map on file in Book 106, Page(s) 65 and 66 of Parcel Maps, Records of Riverside County, California.

APN: 929-360-004

(End of Legal Description)

### MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

## **SCHEDULE B**

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

### **Taxes:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2023 - 2024.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- C. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County taxes; however, some districts may remove these taxes and/or assessment from the County taxes and assess and collect them separately.
- D. A resolution establishing watershed benefit assessment areas which provides for the issuing of bonds and the levying of a special tax to pay the interest and principal payments on such bonds upon the herein described property, recorded June 10, 1991 as Instrument Nos. 193749, 193750 and 193751 of Official Records of Riverside County, California.

Reference is hereby made to said document for further and other particulars.

- E. Prior to recording, the final amount due for taxes must be confirmed with tax collector.

### **Exceptions:**

1. Water rights, claims or title to water in or under the property, whether or not shown by the public records.
2. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
3. Any interests (including rights of the public) in and to any portion of the property lying within roads, streets, alleys or highways.
4. The effect of a recital on the Map of said Tract, which states: Environmental Constraint Sheet affecting this Map is on file in the office of the Riverside County Surveyor in E.C.S. Book 2 Page 125.
5. Easement and rights incidental thereto for public utilities to Southern California Edison Company, a corporation, as set forth in a document recorded March 23, 1979, as Instrument No. 58681, of Official Records.

6. Easement and rights incidental thereto for roadway, utilities, drainage and equestrian purposes reserved by Kacor Realty Inc., as set forth in a document recorded, January 1, 1980, as Instrument No. 154316, of Official Records.
7. Covenants, conditions, restrictions, easements, matters, charges and assessments as set forth in a document recorded January 1, 1981 as Instrument No. 84833, of Official Records.  
  
Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.  
  
Said Covenants, Conditions and Restrictions have been modified by an instrument, recorded on May 19, 1981, as Instrument No. 91481, of Official Records.  
  
Said Covenants, Conditions and Restrictions have been modified by an instrument, recorded on October 2, 1981, as Instrument No. 185690, of Official Records.  
  
Said Covenants, Conditions and Restrictions have been modified by an instrument, recorded on October 2, 1991, as Instrument No. 341912, of Official Records.  
  
Said Covenants, Conditions and Restrictions have been modified by an instrument, recorded on January 14, 2002, as Instrument No. 2002-023136, of Official Records.
8. Covenants, conditions, restrictions, easements, matters, charges and assessments as set forth in a document January 1, 1981, as Instrument No. 84833, of Official Records.
9. Easement and rights incidental thereto for maintenance to L. Hugh Stites and Lois L. Stites, as set forth in a document recorded August 10, 1982, as Instrument No. 136755, of Official Records.
10. Easement and rights incidental thereto for equestrian trail to La Cresta Highlands Association, a California non-profit mutual benefit corporation, as set forth in a document recorded January 21, 2000, as Instrument No. 2000-022326, of Official Records.
11. Matters contained in a document entitled "Agency Agreement No. 07-067", recorded January 10, 2008, as Instrument No. 2008-0014036, of Official Records.
12. Matters contained in a document entitled "Remote Water Service Agreement", recorded February 6, 2008, as Instrument No. 2008-0061155, of Official Records.
13. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:  
Amount : \$806,000.00  
Trustor : Greg S. King and Wenda M. King, husband and wife as joint tenants  
Trustee : Chicago Title Company  
Beneficiary : Mortgage Electronic Registration Systems, Inc, as nominee for Homexpress Mortgage Corp  
Recorded : December 12, 2017, as Instrument No. 2017-0520150, of Official Records  
  
By mesne assignments of record, the beneficial interest under said deed of trust was assigned to:  
Assignee : Wilmington Savings Fund Society FSB, Christiana Trust and Pretium Mortgage Acquisition Trust  
Last assignment recorded : January 14, 2022, as Instrument No. 2022-0023081, of Official Records

Substitution of trustee naming MTC Financial Inc., dba Trustee Corp as trustee recorded on

February 3, 2022, as Instrument No. 2022-0057851, of Official Records.

A Notice of default recorded on February 3, 2022, as Instrument No. 2022-0057852, of Official Records.

A Notice of Trustee's Sale recorded on July 12, 2022, as Instrument No. 2022-0308921, of Official Records.

14. Notice of Delinquent Assessment and/or lien filed by La Cresta Highlands Association, in the amount of \$2,385.95, recorded November 15, 2021, as Instrument No. 2021-0677608, of Official Records.

Notice of Default and Election to Sell Under Assessment Lien recorded February 25, 2022 as Instrument No. 2022-0094410 of Official Records.

15. Abstract of Judgment recorded June 21, 2022 as Instrument No. 2022-0278952, of Official Records

Court : Superior Court of California, County of Riverside  
Case No. : CVSW2107330  
Entry Date : August 5, 2021  
Debtor : Greg S. King  
Creditor : River Capital Partners, LLC  
Amount : \$95,538.76 and any other amounts due thereunder.

16. In order to insure, provide for review and approval prior to recording, a copy of the proposed draft of the order from the Bankruptcy Court regarding the disposition of the Land. Additional requirements or items may be requested upon review of the required documents set forth above; contact your title officer for further instruction.
17. The requirement that a letter be provided from each Homeowner's Association stating that all liens/dues are current.
18. To assist in the clarifying, confirming and eliminating certain title matters, provide to Stewart Title, prior to recording, a completed Statement of Information for all identified and known Sellers/Owners in this transaction.

(End of Exceptions)



## NOTES AND REQUIREMENTS

- A. Property taxes for the fiscal year 2022 - 2023 shown below are paid. For proration purposes the amounts are:
- |                        |               |
|------------------------|---------------|
| 1st Installment        | : \$8,266.06  |
| 2nd Installment        | : \$8,266.06  |
| Parcel No.             | : 929-360-004 |
| Code Area / Tracer No. | : 082-003     |
- B. There are no transfers or conveyances shown in the Public Records within 24 months of the date of this Preliminary Report. If you have knowledge of any transfers or conveyances, please contact your title officer immediately for further requirements.
- C. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 116.01-06 (or similar ALTA 22-06 equivalent), indicating that there is Residence within a Planned Unit Development known as 40001 Via Caseta, Murrieta, CA 92562.
- D. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually or similarly named documents, for review and acknowledgment prior to closing.
- E. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- F. All Transactions - Seller(s)/Owner(s) shall submit for review, prior to closing, a completed Stewart Title Guaranty Company's Owner's Affidavit and Indemnity.
- G. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 100.2-06 (or a similar ALTA 9 equivalent), or, if applicable, the CLTA Endorsement Form 115.1-06 (or a similar ALTA 4 equivalent) or CLTA Endorsement Form 115.2-06 (or a similar ALTA 5 equivalent) to an ALTA Loan Policy, when issued.
- H. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00.

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 1903084  
Escrow No.: 1903084

The land referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:

Parcel 4 of Parcel Map No. 18271, in the County of Riverside, State of California, as shown by Map on file in Book 106, Page(s) 65 and 66 of Parcel Maps, Records of Riverside County, California.

APN: 929-360-004

(End of Legal Description)

## **Procedures to Accompany the Restrictive Covenant Modification Form**

The law prohibits unlawfully restrictive covenants based upon:

“...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

As the individual holding or acquiring an interest in the property, you may have any unlawfully restrictive covenants “removed”, which means “redacted.”

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder’s office, a “Restrictive Covenant Modification” form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder’s office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

The process at the county recorder’s office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY  
STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

## RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We) \_\_\_\_\_  
have or are acquiring an ownership interest of record in the property located at \_\_\_\_\_  
\_\_\_\_\_ that is covered by the  
document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ in book \_\_\_\_\_ and page \_\_\_\_\_ or instrument number \_\_\_\_\_ of the official records of the County of \_\_\_\_\_, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

\_\_\_\_\_  
(Signature of Submitting Party)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature of Submitting Party)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_ County Counsel, or their  
designee, pursuant to Government Code Section  
12956.2, hereby states that it has been determined  
that the original document referenced above  
\_\_\_\_\_ Does \_\_\_\_\_ Does Not contain an  
unlawful restriction and this modification may be  
recorded.

County Counsel  
By:

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

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 14, 2022  
File No.: 1903084  
Property: 40001 Via Caseta, Murrieta, CA 92562  
From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. (“Stewart Title”) has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC (“Stewart Insurance”). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING  
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY  
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND  
AFFILIATED BUSINESS ARRANGEMENT  
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

---

Greg S King

---

Wenda M King

---

Joseph Theodore Olson

---

Jo Marie Ellen Smolec-Olson

**CALIFORNIA LAND TITLE ASSOCIATION**  
**STANDARD COVERAGE POLICY – 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - c) resulting in no loss or damage to the insured claimant;
  - d) attaching or created subsequent to Date of Policy; or
  - e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.



**CLTA/ALTA HOMEOWNER’S POLICY OF TITLE INSURANCE (12-02-13)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**PART I**

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy..

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protectionor the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing- business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

File No.: 1903084

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 1903084

**Exhibit 2**

## STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: 1903084

Property: 40001 Via Caseta, Murrieta, CA 92562

APN: 929-360-004

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California, Inc. (collectively hereafter referred to as "Stewart Title") in connection with pricing the title premium in the above referenced transaction:

1. Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied.
4. Applicant requests the following discount and affirms that Applicant meets the criteria and requirements set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING DISCOUNT):

- Active military personnel and honorably discharged veteran discount\* – To qualify for an active military personnel or honorably discharged veteran discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is engaged in full-time, active duty in the military on the date signed below or was a honorably discharged veteran.
- Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.

\*Active military personnel and honorably discharged veterans include those members from the following U.S. military services branches: Air Force, Army, Coast Guard, Marine Corps, Navy and Space Force, and any active Reserve members of these military services branches and any active members of the Air or Army National Guard.

- First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s) is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.
  
- First responder discount – To qualify for a first responder discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is currently employed as a police officer, firefighter, paramedic or emergency medical technician on the date signed below.

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

**PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.**

**THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Stewart Title of California, Inc. STATEMENT OF INFORMATION

CONFIDENTIAL

THE STREET ADDRESS of the property in this transaction is: (IF NONE LEAVE BLANK)

ADDRESS 40001 Via Caseta CITY Murrieta, CA 92562

IMPROVEMENTS: [ ] SINGLE RESIDENCE [ ] MULTIPLE RESIDENCE [ ] COMMERCIAL

OCCUPIED BY: [ ] OWNER [ ] TENANTS

CONSTRUCTION OR IMPROVEMENTS WITHIN THE LAST 6 MONTHS? [ ] YES [ ] NO

IF YES, STATE NATURE WORK DONE

PARTY 1

PARTY 2

FIRST MIDDLE LAST

FIRST MIDDLE LAST

FORMER LAST NAME(S), IF ANY

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

BIRTHPLACE BIRTH DATE

Social Security No. DRIVER'S LICENSE NO.

Social Security No. DRIVER'S LICENSE NO.

Home Cell [ ] AM SINGLE [ ] AM MARRIED [ ] HAVE A DOMESTIC PARTNER

Home Cell [ ] AM SINGLE [ ] AM MARRIED [ ] HAVE A DOMESTIC PARTNER

Date of Marriage or Partnership

Date of Marriage or Partnership

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 2):

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 1):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

Dissolutions pending Yes No (circle one) Required to make child support payments? Yes No (circle one) Required to make Family support payments? Yes No (circle one)

Dissolutions pending Yes No (circle one) Required to make child support payments? Yes No (circle one) Required to make Family support payments? Yes No (circle one)

If paying former spouse directly, please provide address:

If paying former spouse directly, please provide address:

OCCUPATIONS FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Occupation Firm Name Street and City No. Years

Party 2: Occupation Firm Name Street and City No. Years

RESIDENCES FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Street No. Street Name City No. Years

Party 2: Street No. Street Name City No. Years

Email Address

If you would like us to contact you by email, please provide your email address

Home Phone: Business Phone: Cell Phone:

The undersigned declare, under penalty of perjury, that foregoing is true and correct.

Signature: Date: Signature: Date:

Exhibit 2



## OWNER'S AFFIDAVIT AND INDEMNITY

**Order No.:** 1903084

**Address/Location:** 40001 Via Caseta, Murrieta, CA 92562

**APN:** 929-360-004

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**  
\_\_\_\_\_
3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: **(If none, please state "none")**  
\_\_\_\_\_
4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**  
\_\_\_\_\_
5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following. **(If none, please state "none")**  
\_\_\_\_\_
6. There are no pending contemplated repairs/improvements to the Land, except the following: **(If none, please state "none")**  
\_\_\_\_\_
7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

This work performed, as detailed above, was completed on \_\_\_\_\_ (date of completion).

8. Affiant is not aware of the existence of any of the following:
  - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
  - b. Adjoining property improvements encroaching onto the Land.
  - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
  - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance
  - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
  - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
  - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
  - i. Any pending assessments for Community Facility Districts.
  - j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

# Exhibit 2

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- l. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

**With regard to 8a.-8l, except as follows: (If none, please state "none")**

- 
- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
  - 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: **(If none, please state "none")**
- 
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

Creditor

Approximate Balance

--	--

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: **(If none, please state "none")**
- 
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
- 
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.
  - 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.**

## Exhibit 2

\_\_\_\_\_  
Greg S King

\_\_\_\_\_  
Wenda M King

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) ss.  
County of \_\_\_\_\_ )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, proved to me on  
the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Signature

## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



929-36

T.R.A. 082-003

SEC. 19 20 T. 7S., R. 4W

THIS MAP AND THE POWER OF ATTORNEY HERETOBY REFERRED TO ARE HEREBY  
 IS ASSUMED FOR THE ACCURACY OF THE DATA FROM WHICH THIS MAP WAS  
 MAY NOT BE ONLY A REFERENCE TO THE ORIGINAL SURVEY.



DATE	BY	REVISION

Mar. 1995

ASBESTOS MAP (M. 0017) (1) S.M.A.  
 Prepared by: S.M.A.

**Exhibit 2**

# **Exhibit 3**

## **Purchase Agreement**



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 12/22)

Date 04/25/2023

This is a counter offer to the Purchase Agreement, OR [ ] Buyer Counter Offer No. [ ] Other [ ] ("Offer"), dated 04/23/2023, on property known as 40001 Via Caseta, Murrieta, Ca 92562 ("Property"), between Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson ("Buyer") and Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King ("Seller"). Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer...
C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer the appraisal contingency amount is lower than the original offered price...
D. OTHER TERMS: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

- E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):
[ ] Addendum No. (C.A.R. Form ADM)
[ ] Back Up Offer Addendum (C.A.R. Form BUO)
[ ] Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
[ ] Seller Purchase of Replacement Property (C.A.R. Form SPRP)
[ ] Tenant Occupied Property Addendum (C.A.R. Form TOPA)
[ ] Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
[ ] Seller Intent to Exchange Addendum (C.A.R. Form SXA)
[X] Other Trustee's Addendum to SCO #1 dated 4/25/2023 [X] Other C.A.R. form C.C.A. dated 4/25/2023

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in paragraph 4 (if more than one signature then, the last signature date)(or by [ ] AM/[ ] PM on 05/01/2023 (date)) (i) it is Signed in paragraph 5 by Buyer and (ii) a copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.

Seller Karl T. Anderson Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Date 4/28/23
Seller Date

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (if checked [ ] SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. [ ]) and acknowledge receipt of a Copy.

Buyer Joseph Theodore Olson Date 4-27-2023
Buyer Jo Marie Ellen Smolec-Olson Date 4.27.23

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SCO Revised 12/22 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)

Exhibit 3



CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1 (C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 40001 Via Caseta, Murrieta, Ca 92562 ("Property"), 5.37 ACRES NET IN PAR 4 PM 106/065 PM 18271 in which Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson is referred to as ("Buyer") and Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King is referred to as ("Seller").

1) SCO, Paragraph 1D, Other Terms:

1.) Seller is: Karl T. Anderson, Chapter 7 Trustee for the Estate of Greg Steven King 2.) Close of escrow to be as soon as possible but no later than 14 days after court approval. 3.) Seller's choice of all services and reports with Escrow to be A&A Escrow and title to be Stewart Title. 4.) Buyer's responsibility for any inspections they want including septic inspection. 5.) Property is being sold in AS IS condition with no expressed/Implied warranties. No repairs will be completed. 6.) Sale subject to Bankruptcy Court approval and overbid. 7.) Washer, Dryer, non-built-in refrigerator and matching buffet/hutch in F.R. to be excluded from purchase agreement.

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer Joseph Theodore Olson Date 4-27-2023  
Buyer Jo Marie Ellen Smolec-Olson Date 4-27-23  
Seller Karl T. Anderson Date 4/28/23  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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TOA REVISED 6/16 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



Exhibit 3

### **ADDENDUM TO COUNTER-OFFER #1**

This Addendum to Counter-Offer #1 ("Addendum") is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Joseph Theodor Olson and Jo Marie Ellen Smolec-Olson** ("Buyer") from **Karl T. Anderson**, solely in his capacity as Chapter 7 Trustee for the bankruptcy estate ("Bankruptcy Estate") of **In re Greg Steven King**, Case No. 6:22-bk-13594-SY ("Seller" or "Trustee"), of the real property commonly known as **40001 Via Caseta, Murrieta, California 92562** ("Property"). When executed below, this Addendum together with Counter-Offer # 1 to the California Residential Purchase Addendum and Joint Escrow Instructions dated **April 23, 2023** will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property.

#### **PURCHASE PRICE; DEPOSIT; ESCROW.**

The escrow holder shall be **A & A Escrow Services, Inc., Antonia Delgado, Escrow Officer, 415 N. Crescent Drive, Suite 320, Beverly Hills, CA 90210; Telephone: (310) 550-6055; email: antonia@aaescrow.com** ("Escrow Holder").

Owner's title policy shall be issued by **Stewart Title, Mindy Beckham, Title Officer, 4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362; Telephone: (805) 367-5628; email: WLvttitle@stewart.com** ("Title Company").

The purchase price for the Property shall be **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00)** ("Purchase Price") subject to overbids. Buyer shall make an initial deposit of 3% of the purchase price, totaling **Fifty-Two Thousand Five Hundred Dollars (\$52,500.00)** ("Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to **A & A Escrow Services** ("Escrow Holder") within three (3) business days of acceptance of this Counter-Offer by Buyer, Seller's execution of the Affirmation Addendum in the form attached hereto as Exhibit "A", and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee's sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee's option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Addendum shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the

Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Addendum to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

1. **BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT.** Buyer shall have fifteen (15) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Addendum because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 3 and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2), and (ii) Bankruptcy Court approval of this Addendum and the Sale (including as set forth in Paragraph 6).

2. **TITLE; TITLE INSURANCE.** Within three (3) business days after acceptance of the Counter Offer, Title Company will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period in this paragraph, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interferes with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Addendum and the sale, in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's Deposit, or (ii) elect to correct the item(s) that was disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

3. **REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION.** If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 1, or Notice of Title Disapproval as and when provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the

Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business day after fourteen (14) calendar days following the entry of such order. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

4. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced Bankruptcy Estate, and is a party to this Addendum solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Addendum solely in the capacity as Trustee of the above referenced Bankruptcy Estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the Bankruptcy Estate in connection with this transaction, the Trustee, including his agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such Bankruptcy Estate.

5. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

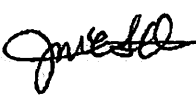

6. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the Bankruptcy Estate not to do so.

7. **BROKERS.** Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission aggregating six (6%) percent of the purchase price of the Property to be split equally by the real estate Brokers. The Brokers are confirmed as follows: **Allison James Estates & Homes and Pro Realty Group** representing the Seller exclusively, **Coldwell Banker Realty**, representing the Buyers exclusively. All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby

represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted. The Seller reserves the right to request a reduction of the commission.

8. **MATERIAL CHANGE OF CONDITION.** In the event of any material change in the condition of the Property after the date of acceptance of this Counter-Offer, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Addendum, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at the Bankruptcy Estate's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 8(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

9. **REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE.** Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increased thereof by Buyer). In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than three percent of the Purchase Price. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).

 [Buyer's Initials] 

10. **BANKRUPTCY COURT JURISDICTION.** The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

11. **"AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES.** Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability,



merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

12. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Addendum, or any other matter, unless expressly set forth in writing and signed personally by Seller.

13. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and

significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. **NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER.** Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer. **THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.**

**14. PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.**

**A. BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER.** Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

**B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's**

interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 1

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 1. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

15. **COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES.** Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Addendum, Buyer is relying solely upon Buyer's own investigation of the Property.

16. **WRITTEN AFFIRMATION OF SELLER REQUIRED.** Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Counter-Offer concurrently containing the same or different terms. This Counter-Offer shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Addendum attached hereto as Exhibit "A" which, if so executed by Seller, will constitute Seller's Addendum that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Addendum. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding Addendum regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Addendum, and further represents to Seller that any efforts to complete due diligence, to negotiate or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Addendum, and understands that **BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF ADDENDUM SIGNED BY SELLER.**

17. **ATTORNEYS' FEES.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Addendum, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

18. There shall be no loan contingency whatsoever.

19. **TRUSTEE'S LIABILITY.** The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the

transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

20. **HOLD HARMLESS.** The Buyer understands the terms and conditions of the entire purchase contract and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Hodges & Bastian LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

21. **EXPIRATION OF COUNTER-OFFER.** This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on **May 1, 2023**. Such acceptance shall nevertheless be subject to Paragraph 16.

22. **Multiple Offers (if applicable):** Buyer recognizes that multiple offers and/or counteroffers (in addition to the instant Counteroffer) may be pending and Seller reserves the right to choose which contract to submit to the Bankruptcy Court for approval.


**SIGNATURES ON ATTACHED PAGE**

I, the Buyer herein, have reviewed the foregoing Addendum and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

Dated: 4-27-2023

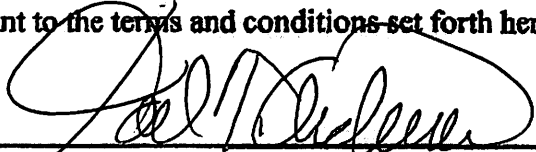
  
Joseph Theodor Olson, Buyer

Dated: 4.27.23

  
Jo Marie Ellen Smolec-Olson, Buyer

I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.

Dated: 4/28/23

By:   
Karl T. Anderson in his sole capacity as Chapter 7 Trustee for the Bankruptcy Estate of In re Greg Steven King, Case No. 6:22-bk-13594-SY, and not in his individual capacity

SO AGREED.

ALLISON JAMES ESTATES & HOMES

Dated: 4/27/2023

  
Kelly Smith, Trustee's Agent


ALLISON JAMES ESTATES & HOMES

Dated: 4/27/23

  
Jake Ralson, Trustee's Agent

PRO REALTY GROUP

Dated: 4-28-23

  
Matt Vanderbeek, Trustee's Agent

COLDWELL BANKER REALTY

Dated: 4/27/23

  
Kathleen Comba, Buyers' Agent

EXHIBIT "A"

SELLER'S AFFIRMATION OF ADDENDUM


Seller hereby acknowledges Buyer's acceptance of the foregoing Counter-Offer and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Addendum, but subject to Bankruptcy Court approval and rights any of overbidders. Seller shall revoke any other outstanding Counter-Offer made to other prospective buyers or make the same subject and subordinate to this Addendum.

"SELLER"

Dated:

4/28/23

By:

  
Karl T. Anderson, solely in his capacity as Chapter 7 Trustee  
for the Bankruptcy Estate of  
In re Greg Steven King, Case No. 6:22-bk-13594-SY



**COURT CONFIRMATION ADDENDUM**  
(C.A.R. Form CCA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR  Counter Offer No. 1  Other \_\_\_\_\_

dated April 25, 2023, on property known as 40001 Via Caseta, Murrieta, Ca 92562 ("Property"),  
between Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson ("Buyer"),  
and Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King ("Seller").  
Buyer and Seller are referred to as the "Parties."

The Agreement is contingent upon court confirmation on or before July 25, 2023 (date). If court confirmation is not obtained by that date, either Buyer or Seller may cancel the Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, divorce or other proceedings. The court may allow open, competitive bidding, resulting in the Property being sold to the highest bidder. Broker recommends that Buyer appear at the court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property; and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Court Confirmation Addendum.

Buyer Joseph Theodore Olson Joseph Theodore Olson Date 4-27-2023  
Buyer Jo Marie Ellen Smolec-Olson Jo Marie Ellen Smolec-Olson Date 4.27.23  
Seller Karl T. Anderson Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Date 4/28/23  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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CCA REVISED 12/21 (PAGE 1 OF 1)

**COURT CONFIRMATION ADDENDUM (CCA PAGE 1 OF 1)**

Pro Realty Group, 54 Endless Vista Altos Viejo CA 92656 Phone: 9497958914 Fax: 9493606026 40081 Via Caseta  
Matt Vanderbeck Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.zipform.com

**Exhibit 3**



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 12/21)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form. This is a disclosure to the Purchase Agreement, OR Listing Agreement, Other

dated for the property known as 40001 Via Caseta, Murrieta, Ca 92562 between Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson Buyer, Listing Broker. And Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King Seller. Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

- 1. A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): dated (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. B. ENTITY: Seller is a Corporation, Limited Liability Company, Partnership Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached. C. POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-in-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney Specific Power of Attorney for the Property), dated. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used. D. ESTATE: (1) Seller is an estate, conservatorship, or guardianship, identified by Superior Court Case name as Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King, Case #6:22-bk-13594-SY. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists. Seller: By Karl T. Anderson Date: 4/28/23 (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Karl T. Anderson, Chapter 7 Trustee Title: Chapter 7 Trustee

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Title:

Acknowledgement of Receipt by Other Party:

AT TIME OF SALE Seller and Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson ("Buyer") are parties to a Purchase Agreement dated 04/23/2023 for property known as 40001 Via Caseta, Murrieta, Ca 92562. Buyer Joseph Theodore Olson Date 4-27-2023. Buyer Jo Marie Ellen Smolec-Olson Date 4.27.23

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RCSD-S REVISED 12/21 (PAGE 1 OF 2)




REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 2)

Exhibit 3



**AT TIME OF LISTING AGREEMENT**

Seller and Allison James Estates and Homes ("Seller's Broker")  
are parties to a Listing Agreement dated 3-2-2023  
Real Estate Broker Allison James Estates and Homes  
By  Date 4-27-2023  
Kelly Smith

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RCSD-S REVISED 12/21 (PAGE 2 OF 2)



**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)**

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**Exhibit 3**



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)



(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Signature lines for Buyer/Seller, Agent (Joseph Theodore Olson), and Broker (Kathleen Comba) with dates and license numbers.

Exhibit 3

AuthenticSign ID: C6880E75-2B97-4BA1-B4C6-4D889918855E

**CIVIL CODE SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 799.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
Is the broker of (check one):  the seller, or  both the buyer and seller. (dual agent)  
Seller's Agent \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
Is (check one):  the Seller's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)  
Buyer's Brokerage Firm \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
Is the broker of (check one):  the buyer, or  both the buyer and seller. (dual agent)  
Buyer's Agent \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
Is (check one):  the Buyer's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)**

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**Exhibit 3**



**FAIR HOUSING & DISCRIMINATION ADVISORY**  
(C.A.R. Form FHDA, 6/22)



CALIFORNIA  
ASSOCIATION  
OF REALTORS®



COLDWELL BANKER  
REALTY

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers




8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (I) actual or unconscious bias, and (II) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



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- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
  - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a physical disability from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://www.dfeh.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant		<b>Joseph Theodore Olson</b>	Date	04/24/2023
Buyer/Tenant		<b>Jo Marie Ellen Smolec-Olson</b>	Date	04/24/2023
Seller/Landlord			Date	4/28/23
Seller/Landlord			Date	

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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Exhibit 3





**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller *Kell R. Anderson* Date 4/28/23

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

Buyer X *Joseph Theodore Olson* **Joseph Theodore Olson** Date 04/24/2023

Buyer X *Jo Marie Ellen Smolec-Olson* **Jo Marie Ellen Smolec-Olson** Date 04/24/2023

Buyer's Brokerage Firm **Coldwell Banker Realty** DRE Lic # **00616212** Date \_\_\_\_\_

By *Kathleen Comba* **Kathleen Comba** DRE Lic # **01864010** Date 04/24/2023

Seller's Brokerage Firm **Allison James Estates & Homes** DRE Lic # **01885684** Date \_\_\_\_\_

By *Kelly Smith* **Kelly Smith** DRE Lic # **01499934** Date 4-27-2023

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PRBS REVISED 12/21 (PAGE 1 OF 1)



**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)**

**Exhibit 3**

Authentisign ID: 00E75-2B97-4BA1-B4CC-4BB6901908FD



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)



Property Address: 40001 Via Caseta, Murrieta, CA 92562 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant X [Signature] Joseph Theodore Olson Date 04/24/2023
Buyer/Tenant X [Signature] Jo Marie Ellen Smolec-Olson Date 04/24/2023
Seller/Landlord [Signature] Date 4/28/22
Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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WFA REVISED 12/21 (PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Coldwell Banker, 9332 Fuerte Drive La Mesa, CA 91941 Phone: (619)460-6600 Fax: (619)460-6617 Olse#- 40001 Via Kathleen Combs Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.wolf.com

Exhibit 3

AuthenticSign ID: 0E75-2B97-4BA1-B4CC-4B86901903FD



CALIFORNIA ASSOCIATION OF REALTORS®

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**  
(C.A.R. FORM RPA, Revised 12/22)



Date Prepared: April 23, 2023

**1. OFFER:**

- A. THIS IS AN OFFER FROM Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson ("Buyer").
- B. THE PROPERTY to be acquired is 40001 Via Caseta, situated in Murrieta (City), Riverside (County), California, 92562 (Zip Code), Assessor's Parcel No(s) 929360004 ("Property").  
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

**2. AGENCY:**

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.  
 Seller's Brokerage Firm Allison James Estates & Homes License Number 01885884  
 Is the broker of (check one):  the Seller, or  both the Buyer and Seller (Dual Agent).  
 Seller's Agent Kelly Smith License Number 01499934  
 Is (check one):  the Seller's Agent. (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).  
 Buyer's Brokerage Firm Coldwell Banker Realty License Number 00616212  
 Is the broker of (check one):  the Buyer; or  both the Buyer and Seller (Dual Agent).  
 Buyer's Agent Kathleen Comba License Number 01864010  
 Is (check one):  the Buyer's Agent. (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).  
 C.  More than one Brokerage represents  Seller,  Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).  
 D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>1,750,000.00</u>	<input type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input checked="" type="checkbox"/> 30 Days after Acceptance OR on <input type="checkbox"/> (date)	
C	32A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>52,500.00</u> ( <u>3.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) \$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
E(1)	5C(1)	Loan Amount(s): <u>\$ 300,000.00</u> ( <u>17.14</u> % of purchase price) First Interest Rate _____ Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <u>6.500</u> % • Buyer to pay up to <u>.01</u> points to obtain the rate above Points _____ If FHA or VA checked, Deliver list of lender required repairs	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate _____ Points _____ Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	6D	Balance of Down Payment \$ <u>1,397,500.00</u>	
		<b>PURCHASE PRICE TOTAL</b>	\$ <u>1,750,000.00</u>

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RPA REVISED 12/22 (PAGE 1 OF 16)

Buyer's Initials X [Signature] X [Signature] Seller's Initials [Signature]



**Exhibit 3**



Property Address: 40001 Via Caseta, Murrieta, CA 92562

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	18	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input checked="" type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property	17 (or <u>14</u> ) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached
		Informational Access to Property	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D, 14A	Review of Seller Documents	17 (or <u>14</u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(5)	8E, 13A	Preliminary ("Title") Report	17 (or <u>14</u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 11L	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or <u>14</u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or <u>14</u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M	Possession		Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7C	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose to Buyer if occupied by tenants or persons other than the Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N	Documental Fees/Compliance		Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	28	Evidence of representative authority	3 Days after Acceptance	



Property Address: 40001 Via Casera, Murrieta, CA 92562

P		Intentionally Left Blank	
Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input checked="" type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input checked="" type="checkbox"/> Washer(s); <input checked="" type="checkbox"/> Dryer(s); <input checked="" type="checkbox"/> Dishwasher(s); <input checked="" type="checkbox"/> Microwave(s); Additional Items Included: <input checked="" type="checkbox"/> Matching buffet/hutch in F.R.	Video doorbell(s); Security camera equipment; Security system(s)/alarm(s), other than separate video doorbell and camera equipment; Smart home control devices; Wall mounted brackets for video or audio equipment; Above-ground pool(s) / spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs;
P(2)	9	Excluded Items:	
Q Allocation of Costs			
Paragraph #	Item Description	Who Pays (If Both is checked, costs to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other
Q(2)	Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(3)	Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(4)	10B(1) Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(5)	10A 10B(2) Government Required Point of Sale Inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(6)	10B(2) Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(7)	19B Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input checked="" type="checkbox"/> Each to pay their own fees	Escrow Holder: <u>Seller's Choice</u>
Q(8)	13 Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	Title Company (If different from Escrow Holder): <u>Seller's Choice</u>
Q(9)	Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)	County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(11)	City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(12)	11L(2) HOA fee for preparing disclosures	Seller	
Q(13)	HOA certification fee	Buyer	
Q(14)	HOA transfer fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)	Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both	
Q(16)	fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(17)	fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(18)	10C Home warranty plan chosen by Buyer. Coverage includes, but is not limited to:	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both Issued by: _____ <input checked="" type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	OTHER TERMS:		



Property Address: 30001 Via Casata, Murfreesboro, TN 37132

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
- Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
- Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
- Mixed Use Purchase Addendum (C.A.R. Form MU-PA)  Other \_\_\_\_\_

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # \_\_\_\_\_ (C.A.R. Form ADM)  Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO)  Court Confirmation Addendum (C.A.R. Form CCA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)  Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other \_\_\_\_\_  Other \_\_\_\_\_

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Investigation Advisory (C.A.R. Form BIA)
- Wire Fraud Advisory (C.A.R. Form WFA)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)
- Trust Advisory (C.A.R. Form TA)
- REO Advisory (C.A.R. Form REO)
- Other \_\_\_\_\_
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Probate Advisory (C.A.R. Form PA)
- Other **Coldwell Banker Affiliated Business**

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit specified in paragraph 3D(2) is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **FHA/VA:** If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

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Buyer's Initials X [Signature]

X [Signature]

Seller's Initials [Signature]

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 4 OF 16)



Authentication ID: C850E75-2892-4BA1-74C0-4B86C01086ED

Date: April 23, 2023

Property Address: 40001 Via Caseta, Murrieta, CA 92562

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence (see paragraph 3E(3)), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.

B. CONDITION OF PROPERTY ON CLOSING:

(1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

(2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See paragraph 12.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A

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Buyer's Initials [Signature]

Seller's Initials [Signature]



**E. TITLE:**

- (1) This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 13G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

**F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11L ("CI Disclosures").

**G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

**H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

**I. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

**J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(8).

**9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing at the time of Acceptance.

**Note:** If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3P or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in paragraph 3P, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.



(7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in paragraph 3N(1).

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) POINT OF SALE REQUIREMENTS:

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in paragraphs 3Q(5) and 3Q(6). Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) REINSPECTION FEES: If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

(1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:

(1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in paragraph 3N(1), provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.



- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.
- B. LEAD DISCLOSURES:**
  - (1) Seller shall, within the time specified in paragraph 3N(1), for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
  - (2) Buyer shall, within the time specified in paragraph 3L(3), have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in paragraphs 11A(1), 11B, 11C, and 11D are prohibited by Law.
- F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in paragraph 3L(4) OR 5 Days after Delivery of any disclosures specified in paragraphs 11 A, B, C or D, and defensible space addendum in paragraph 11D, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:**
  - (1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs 11A, B, C, or D, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within 3 Days after Delivery in person, or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
  - (2) **Defensible Space Compliance:** If, by the time specified in paragraph 11F, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- H. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- I. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
  - (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

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Buyer's Initials X

*[Handwritten initials]*

Seller's Initials

*[Handwritten signature]*



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 8 OF 16)

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Exhibit 3

Property Address: 40007 Via Caseta, Murrieta, CA 92582

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee as specified in paragraph 3Q(12) for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

M. **SOLAR SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

N. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

A. Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general home inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) Any other specific inspections of the physical condition of the land and improvements.

(2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

A. Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(8). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

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Buyer's Initials

*[Handwritten initials]*

Seller's Initials

*[Handwritten initials]*





- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 13A, 13C, and 28.
- B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
  - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
  - (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
  - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in paragraph 11A or 11B, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
  - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).
- C. **SELLER RIGHT TO CANCEL:**
  - (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or Initial a separate liquidated damages form for an increased deposit as required by paragraphs 5A(2) and 29; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 28; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
  - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. **BUYER RIGHT TO CANCEL:**
  - (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
  - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
  - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller, and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is Incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed Invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
  - (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller, and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is Incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed Invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of Invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
  - A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the written portion of the compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
  - B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.



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19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
  - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
  - C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.
  - D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
  - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
  - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
  - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
23. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
24. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

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Buyer's Initials X [Signature]

Seller's Initials [Signature]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 12 OF 16)

Exhibit 3

25. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:

- A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
- B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
- C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
- F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. "Copy" means copy by any means including photocopy, facsimile and electronic.
- I. "Counting Days" is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 32 or paragraph 33.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The Individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties Initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

27. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

RPA REVISED 12/22 (PAGE 13 OF 16)

Buyer's Initials X [Signature]

Seller's Initials [Signature]



Property Address: 30001 Via Caseta, Murrieta, CA 92562

28. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 32 or 33 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within the time specified in paragraph 3N(5), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

29. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages): If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials [Handwritten initials]

Seller's Initials [Handwritten initials]

30. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2995.
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials [Handwritten initials]

Seller's Initials [Handwritten initials]



32. BUYER'S OFFER

A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.

B.  **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 28 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By: *Joseph Theodore Olson* Date: 04/24/2023  
Printed name of BUYER: Joseph Theodore Olson

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By: *Jo Marie Ellen Smolec-Olson* Date: 04/24/2023  
Printed name of BUYER: Jo Marie Ellen Smolec-Olson

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

- Seller Counter Offer (C.A.R. Form SCO or SMCO)
- Back-Up Offer Addendum (C.A.R. Form BUO)

B.  **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 28 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By: *Scott Anderson* Date: 4/24/23  
Printed name of SELLER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of SELLER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)  
Seller's Initials



REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Coldwell Banker Realty Lic. # 00616212
By Kathleen Comba Lic. # 01864010 Date 04/24/2023
Address 9332 Fuerte Dr City La Mesa State CA Zip 91941-4107
Email comba@sbcglobal.net Phone #

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (Check all that apply):

Email above; Text to Phone # above; Alternate:

B. Seller's Brokerage Firm Allison James Estates & Homes Lic. # 01885684
By Kelly Smith Lic. # 01499934 Date 4-27-2023
Address 41593 Winchester Rd City Temecula State CA Zip 92590
Email ksmith@jacresta.com Phone # (951)837-1650

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (Check all that apply):

Email above; Text to Phone # above; Alternate:

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ ), Counter Offer numbers and , and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by that the date of Acceptance of the Agreement is

Escrow Holder Escrow #

By Date

Address

Phone/Fax/E-mail

Escrow Holder has the following license number #

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: Seller's Brokerage Firm presented this offer to Seller on 04/24/2023 (date). Agent or Seller Initials

Buyer's Initials [Signature] Seller's Initials [Signature]

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 16 OF 16)

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Exhibit 3





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)



COLDWELL BANKER  
REALTY

**Property Address 40001 Via Caseta, Murrieta, CA 92562**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
  - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
  - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
  - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
  - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
  - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
  - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
  - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
  - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
  - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
  - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
  - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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### BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Coldwell Banker, 9332 Puente Drive La Mesa, CA 91941  
Kathleen Combs

Phone: (619)468-6600  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: (619)468-6617  
www.lwolf.com

Obno- 48001 Va

# Exhibit 3



L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer X [Signature] Joseph Theodore Olson Date 04/24/2023
Buyer X [Signature] Jo Marie Ellen Smolec-Olson Date 04/24/2023

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Exhibit 3



CALIFORNIA ASSOCIATION OF REALTORS®

FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)



COLDWELL BANKER REALTY

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [ ] Other ("Agreement"), dated 04/23/2023, on property known as 40001 Via Caseta, Murrieta, CA 92562 ("Property"), in which [ ] is referred to as ("Seller") and Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer X [ ] Date 04/24/2023
Buyer X [ ] Date 04/24/2023
Seller [ ] Date 4/28/23
Seller [ ] Date

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FAAA 6/22 (PAGE 1 OF 1)



FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)

Exhibit 3

Authentisign ID: C9880E75-2B97-4BA1-84CC-4B86901908FD



### CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)


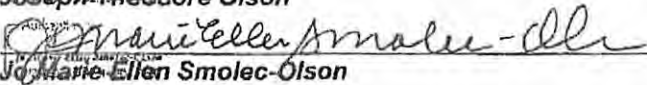


The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.**

Buyer/Seller/Landlord/Tenant	 Joseph Theodore Olson	Date	04/24/2023
Buyer/Seller/Landlord/Tenant	 Jo Marie Ellen Smolec-Olson	Date	04/24/2023

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CCPA REVISED 12/22 (PAGE 1 OF 1)

### CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

# Exhibit 3



CALIFORNIA ASSOCIATION OF REALTORS®

SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM (C.A.R. Form SWPI, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [ ] other [ ] dated April 23, 2023 ("Agreement"), on property known as: 40001 Via Caseta, Murrieta, CA 92562 ("Property"), in which Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson is referred to as Buyer and [ ] is referred to as Seller. Buyer and Seller are referred to as the "Parties."

1. SEPTIC INSPECTION AND ALLOCATION OF COST (CHECK ALL THAT APPLY):

(Information about septic systems can be found at https://www3.epa.gov/nodes/pubs/homeowner\_guide\_long.pdf)

A. INSPECTION AND REPORT

[ ] Buyer [X] Seller shall pay for septic system to be inspected and a report prepared by a qualified septic professional.

B. LOCATION AND ACCESSING

[ ] Buyer [X] Seller shall pay for locating, accessing and identifying septic system or [X] tank only.

C. PUMPING

[ ] Buyer [X] Seller shall pay for septic tank pump and dump fees.

D. CERTIFICATION

[ ] Buyer [X] Seller shall pay for certification by a qualified septic professional or [ ] by the City/County of [ ]

NOTE: Not all cities or counties require certification. Those cities and counties that do require certification, may not have the same requirements as others; Some may require only a filing of required forms or reports, or require nothing at all.

If, in order to obtain the certification, additional costs are needed to repair the septic tank or system or otherwise bring it into compliance with applicable law, further written agreement regarding costs and liability is required. If agreement is not reached within the time for removing the Buyer investigation contingency or [ ] the loan contingency or [ ] other [ ] then either party may cancel the Agreement.

E. EXCAVATION

[ ] Buyer [ ] Seller shall pay for excavation of [ ]

F. (If checked [X]) ALTERNATIVE SEPTIC SYSTEMS: The Property has an alternative septic system (Alternative System). Seller shall provide to Buyer, if available to Seller, the following information: (i) the name of the servicer of the Alternative System, (ii) how often service of the Alternative System is required, and (iii) the annual cost of servicing the Alternative System.

G. OTHER

[ ] Buyer [ ] Seller shall pay for [ ]

2. WELL INSPECTION AND ALLOCATION OF COST (CHECK ALL THAT APPLY):

(Information about Well Standards, Well Completion Reports and Well Basics can be found at https://water.ca.gov/Programs/Groundwater-Management/Wells.)

A. GOVERNMENT REPORT

[ ] Seller shall provide to Buyer, if in Seller's possession, the State of California Well Completion Report issued by [ ] (local government agency). Whether or not Seller provides such a report to Buyer, Seller authorizes the local government agency to release any available report to Buyer.

B. WATER PRODUCTIVITY

[ ] Buyer [ ] Seller shall pay for water productivity (Gallons Per Minute) testing provided by [ ]

C. BACTERIAL TESTING

[ ] Buyer [ ] Seller shall pay for testing of bacterial contaminant's including fecal material and e-coli from a chlorine free water sample(s). Testing shall be provided by [ ]

D. CHEMICAL/RADIOLOGICAL TESTING

[ ] Buyer [ ] Seller shall pay for testing of organic, and inorganic chemical and radiological contaminants ([ ] specifically including, but not limited to, [ ]). Testing shall be provided by [ ]

E. OTHER

[ ] Buyer [ ] Seller shall pay for [ ]

If additional costs are needed to repair the well or otherwise bring it into compliance with applicable law, further written agreement regarding costs and liability is required. If agreement is not reached within the time for removing the Buyer investigation contingency or [ ] the loan contingency or [ ] other [ ] then either party may cancel the Agreement.

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SWPI REVISED 12/21 (PAGE 1 OF 2)

Buyer's Initials [X] [ ] Seller's Initials [ ] [ ]



SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM (SWPI PAGE 1 OF 2)

Exhibit 3

Property Address: 40001 Via Caseta, Murrieta, CA 92562 Date: March 31, 2023

**3. PROPERTY MONUMENT, CORNERS AND BOUNDARIES (CHECK ALL THAT APPLY):**

The Parties acknowledge that only a licensed surveyor can legally mark property monuments, corners and boundaries.

A.  Buyer  Seller shall pay for the services of a licensed land surveyor to locate and identify  Property monuments,  Property corners,  Property boundaries,  \_\_\_\_\_.

B. OTHER:  Buyer  Seller shall pay for \_\_\_\_\_.

**4. PROPANE (CHECK ALL THAT APPLY):**

A. (1) Propane tank is  Leased or  Owned  
(2) Seller shall, within the time specified in the Agreement, disclose to Buyer the contact information for the propane service provider.

B.  (1) The amount of propane gas in the tank shall be measured prior to Buyer's final verification of condition.

(2) Buyer shall reimburse Seller for the cost of the propane gas remaining in the tank.

C. OTHER:  Buyer  Seller shall pay for \_\_\_\_\_.

By signing below, the undersigned acknowledge that each has read, understands, received a copy and agrees to the terms of this Septic, Well Inspection, Property Monument, and Propane Tank Allocation of Cost Addendum.

Buyer X  Joseph Theodore Olson Date 04/24/2023  
Joseph Theodore Olson

Buyer X  Maria Ellen Smolec-Olson Date 04/24/2023  
Maria Ellen Smolec-Olson

Seller Kate Olson Date 4/28/23

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

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SWPI REVISED 12/21 (PAGE 2 OF 2)

**SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM (SWPI PAGE 2 OF 2)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com) Olson-40001 Via

**Exhibit 3**



**COLDWELL BANKER  
 REALTY**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

**To:** Consumer  
**From:** Coldwell Banker Realty  
**Property:**

If this form is being provided to you as the seller then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer then this form refers to any property that you may consider purchasing with the assistance of Coldwell Banker Realty.

This is to give you notice that Coldwell Banker Realty, a subsidiary of Anywhere Real Estate Inc., ("Broker") is part of the Anywhere Advisors LLC family of real estate brokerage companies and has a business relationship with the companies listed below in this Statement. Anywhere Real Estate Inc. owns 100% of Anywhere Advisors LLC which owns 100% of Broker. Anywhere Real Estate Inc. also owns 100% of each company listed below, except for (i) Guaranteed Rate Affinity, in which Anywhere Integrated Venture Partner LLC has a 49.9% ownership interest; (ii) the title insurance provider, Guardian Title Company, in which Anywhere Integrated Services LLC, a subsidiary of Anywhere Real Estate Inc. has a 67.55% ownership interest and the title insurance provider Progressive Title Company, in which Anywhere Integrated Services LLC has a 44.54% ownership interest in Progressive Holding Company which owns 100% of Progressive Title Company; (iii) Ojo Labs. Inc. in which Anywhere Real Estate Services Group LLC, a subsidiary of Anywhere Real Estate Inc., has a 10.2% ownership interest; (iv) RealSure LLC in which Anywhere Advisors LLC, has a 49% interest; (v) Notarize Inc., in which Anywhere Real Estate Services Group LLC has a 1.65% interest; and (vi) Conclerge Auctions in which Anywhere Real Estate Services Group LLC, (a subsidiary of Anywhere Real Estate Inc.) has a 50% interest in RESO-CA JV LLC which owns 80% of Conclerge Auctions. Anywhere Real Estate Inc. also owns the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, THE CORCORAN GROUP®, ERA®, AND SOTHEBY'S INTERNATIONAL REALTY® franchise systems. Because of these relationships, Broker's referral of business to any of the companies listed below may provide Broker, Anywhere Real Estate Inc., Anywhere Advisors LLC, the franchisors owned by Anywhere Real Estate Inc., and/or their employees, affiliates, or any other related parties noted herein a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES OR RANGE OF CHARGES
<b>Guaranteed Rate Affinity, LLC</b> Provides a full range of residential mortgage loan products and services.	Loan origination charge Loan discount fee/points Application Fee	\$1,290 0% - 5% of loan amount \$150
<b>Anywhere Insurance Agency, Inc.</b> Provides insurance agency services for homeowner's insurance.	Homeowner's insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling
<b>WEST COAST ESCROW COMPANY</b> <b>FIRST CALIFORNIA ESCROW CORPORATION</b> <b>TERRA COASTAL ESCROW INC.</b> Provides handling of all details in transferring the property in accordance with the real estate contract.	Settlement/escrow fee Up to \$300,000 home \$300,001 to \$500,000 home \$500,001 to \$999,999 home \$1,000,000 and over home Document preparation/processing fee	\$850 to \$1,100 per side \$1,100 to \$1,600 per side \$1,600 to \$2,850 per side Please call for quote \$100 to \$500
<b>EQUITY TITLE COMPANY</b> <b>PROGRESSIVE TITLE COMPANY, INC.</b> <b>CORNERSTONE TITLE COMPANY</b> <b>GUARDIAN TITLE COMPANY</b>	Title Insurance Premium and/or Search and Title Fees	Purchase Transactions: Owners Policy:

<p>Provides searches of public records that bring to your attention any known problems with the property's title before closing and issues the policy that insures against loss due to certain title defects.</p>		<table border="0"> <thead> <tr> <th>Standard Coverage</th> <th>HOP*</th> <th>ALTA-Owner*</th> </tr> </thead> <tbody> <tr> <td>\$100,000</td> <td>\$576</td> <td>\$634</td> </tr> <tr> <td>\$250,000</td> <td>\$950</td> <td>\$1045</td> </tr> <tr> <td>\$500,000</td> <td>\$1446</td> <td>\$1591</td> </tr> <tr> <td>\$1,000,000</td> <td>\$2201</td> <td>\$2422</td> </tr> <tr> <td>\$1,500,000</td> <td>\$2726</td> <td>\$2999</td> </tr> <tr> <td colspan="3">Lenders Policy, if Simultaneous w/Owners</td> </tr> <tr> <td>\$100,000</td> <td>\$294</td> <td></td> </tr> <tr> <td>\$250,000</td> <td>\$485</td> <td></td> </tr> <tr> <td>\$500,000</td> <td>\$738</td> <td></td> </tr> <tr> <td>\$1,000,000</td> <td>\$1123</td> <td></td> </tr> <tr> <td>\$1,500,000</td> <td>\$1391</td> <td></td> </tr> <tr> <td colspan="3">Refinance Transactions:</td> </tr> <tr> <td>\$100,000</td> <td>\$450-\$576</td> <td></td> </tr> <tr> <td>\$250,000</td> <td>\$550-\$950</td> <td></td> </tr> <tr> <td>\$500,000</td> <td>\$925-\$1446</td> <td></td> </tr> <tr> <td>\$1,000,000</td> <td>\$1400-\$2201</td> <td></td> </tr> <tr> <td>\$1,500,000</td> <td>\$1700-\$2726</td> <td></td> </tr> <tr> <td colspan="3">*The Homeowners Policy (HOP) and ALTA Owners Policy provide expanded coverage</td> </tr> </tbody> </table>	Standard Coverage	HOP*	ALTA-Owner*	\$100,000	\$576	\$634	\$250,000	\$950	\$1045	\$500,000	\$1446	\$1591	\$1,000,000	\$2201	\$2422	\$1,500,000	\$2726	\$2999	Lenders Policy, if Simultaneous w/Owners			\$100,000	\$294		\$250,000	\$485		\$500,000	\$738		\$1,000,000	\$1123		\$1,500,000	\$1391		Refinance Transactions:			\$100,000	\$450-\$576		\$250,000	\$550-\$950		\$500,000	\$925-\$1446		\$1,000,000	\$1400-\$2201		\$1,500,000	\$1700-\$2726		*The Homeowners Policy (HOP) and ALTA Owners Policy provide expanded coverage		
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<p><b>Cartus Corporation</b>          Provides relocation, assignment management and cooperative real estate brokerage services to its corporate and government clients and its network of real estate brokerage companies.</p>	<p>Cooperative real estate brokerage commission</p>	<p>The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% -40%) of the real estate broker's commission on a transaction side, plus \$100, and may be shared by Cartus with other brokers.</p>																																																									
<p><b>Other Anywhere Advisors LLC Real Estate Brokerage Companies and Other Franchisees</b>          In certain markets other Anywhere Advisors LLC subsidiaries provide real estate brokerage services under Coldwell Banker, The Corcoran Group, Sotheby's International Realty, and Climb Real Estate trade names. Also note that in other markets, franchisees of Anywhere Real Estate Inc., subsidiaries provide real estate brokerage services as franchisees of Better Homes &amp; Gardens, Coldwell Banker, Coldwell Banker Commercial, The Corcoran Group, Century 21, ERA and Sotheby's International Realty.</p>	<p>Real estate brokerage commission          Cooperative real estate brokerage commission</p>	<p>3 - 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.</p>																																																									

<p><b>Anywhere Leads Management Services Inc.</b>                  Provides broker network management and operates real estate referral programs.</p>	<p>Cooperative real estate brokerage commission</p>	<p>The Anywhere Leads Management Services (ALMS) referral commission varies but is generally paid to ALMS (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5%-42.5%) of the real estate commission.</p>
<p><b>Ojo Labs, Inc.</b>                  Provides artificial intelligence technology to validate and incubate real estate leads, i.e. digital real estate assistant and cooperative real estate brokerage services.</p>	<p>Cooperative real estate brokerage commission</p>	<p>The Ojo Labs (Ojo) referral commission will be paid to Ojo (a licensed real estate broker) by a real estate broker as a percentage (in this case, 17.5%) of the real estate broker's commission on a transaction side.</p>
<p><b>RealSure LLC</b>                  Provides technology-enabled products and services intended to simplify and streamline the home sale and purchase process through the making or utilization of instant cash offers to home sellers and cash offer backstops to consumer purchase offers.</p>	<p>Cooperative real estate brokerage commission                   Service fee                   Program fees</p>	<p>The RealSure referral commission (RealSure Sell) will be paid to RealSure (a licensed real estate broker) by a real estate broker as a percentage (approximately 35%-50%) of the real estate broker's commission on a transaction side.                   2.5% - 6% of purchase price (RealSure Sell)                   \$500 (RealSure Buy)</p>
<p><b>Sotheby's Concierge Auction</b>                  Provides global luxury real estate auction marketplace.</p>	<p>Buyer's Premium                   Starting Bid Incentive</p>	<p>12% of either (a) the high bid for property at auction or (b) the purchase price of property sold outside of auction, in either case, not less than \$150,000.                   If applicable, can reduce the Buyer's Premium by 50%.</p>
<p><b>Notarize Inc</b>                  Provides remote online notarization services.</p>	<p>Remote Notary Network Fee</p>	<p>\$25-\$100</p>

In addition to the affiliated business relationships described above, Broker has a business arrangement with American Home Shield Corporation ("AHS"). While Broker, Anywhere Real Estate Inc. and Anywhere Advisors LLC, including their subsidiaries and affiliates, do not have any ownership interests in AHS, they may receive fees from AHS in return for their performance of services.

**ACKNOWLEDGMENT**

I/we have read this disclosure form and understand that Broker is referring me/us to purchase the above-described settlement service(s) and that Broker, Anywhere Real Estate Inc., Anywhere Advisors LLC, their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.

Keith Olson 4/28/23  
 Seller Date

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

Authenti Joseph Theodore Olson 04/24/2023  
 Joseph Theodore Olson Date  
 Buy 04/23 9:52:19 AM PDT  
 Authenti Jo Marie Ellen Smolec-Olson 04/24/2023  
 Jo Marie Ellen Smolec-Olson Date  
 Buy 04/23 9:42:40 AM PDT

Rev 3/1/2023  
 SCABAD



Property Address: 40001 Via Casera, Murrieta, CA 92562

REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Coldwell Banker Realty Lic. # 00616212
By Kathleen Comba Lic. # 01864010 Date 04/24/2023
Address 9332 Fuerte Dr City La Mesa State CA Zip 91941-4107
Email comba@sbcglobal.net Phone #

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (Check all that apply):

Email above; Text to Phone # above; Alternate:

B. Seller's Brokerage Firm Allison James Estates & Homes Lic. # 01885684
By Kelly Smith Lic. # 01499934 Date 4-27-2023
Address 41593 Winchester Rd City Temecula State CA Zip 92590
Email ksmith@jacresta.com Phone # (951)837-1650

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (Check all that apply):

Email above; Text to Phone # above; Alternate:

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ ), Counter Offer numbers and , and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by that the date of Acceptance of the Agreement is

Escrow Holder Escrow #

By Date

Address

Phone/Fax/E-mail

Escrow Holder has the following license number #

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: Seller's Brokerage Firm presented this offer to Seller on 04/24/2023 (date).

Agent or Seller Initials

Buyer's Initials Seller's Initials

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RPA REVISED 12/22 (PAGE 16 OF 16)



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 16 OF 16)

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Exhibit 3



CALIFORNIA  
 ASSOCIATION  
 OF REALTORS®

**ADDITIONAL AGENT ACKNOWLEDGEMENT**  
 (C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR  Residential Listing Agreement,  Buyer Representation Agreement,  
 Other \_\_\_\_\_ ("Agreement"), dated  
04/23/2023, on property known as 40001 Via Caseta, Murrieta, CA 92562  
 between Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson ("Buyer/Tenant/Broker")  
 and Karl T Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King ("Seller/Landlord/Broker").

- Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.
  - Multiple Associate-Licensees working with Seller/Landlord;
  - Multiple Associate-Licensees working with Buyer/Tenant;
- The real estate licensees named below are all conducting real estate licensed activity under the same Broker:  
 Real Estate Broker name: Allison James Estates & Homes (co-listing broker)  
 If applicable, Team Name: \_\_\_\_\_
  - The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.
  - |                           |                           |
|---------------------------|---------------------------|
| Agent <u>Jake Ralston</u> | DRE Lic # <u>01785418</u> |
| Agent <u>Kelly Smith</u>  | DRE Lic # <u>01499934</u> |
| Agent _____               | DRE Lic # _____           |
| Agent _____               | DRE Lic # _____           |
| Agent _____               | DRE Lic # _____           |
- By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant	<u>Joseph Theodore Olson</u>	<u>Joseph Theodore Olson</u>	Date	<u>04/28/23</u>
Buyer/Tenant	<u>Jo Marie Ellen Smolec-Olson</u>	<u>Jo Marie Ellen Smolec-Olson</u>	Date	<u>04/28/23</u>
Seller/Landlord	<u>Karl T Anderson</u>	<u>Karl T Anderson, Chapter 7 Trustee for the Estate</u>	Date	<u>4/28/23</u>
Seller/Landlord	_____	_____	Date	_____

Seller's Brokerage Firm	<u>Allison James Estates &amp; Homes</u>	DRE Lic. #	<u>01885684</u>
By	<u>Jake Ralston</u>	DRE Lic. #	<u>01785418</u>
Buyer's Brokerage Firm	<u>Coldwell Banker Realty</u>	DRE Lic. #	<u>00616212</u>
By	<u>Kathleen Comba</u>	DRE Lic. #	<u>01864010</u>

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 525 South Virgil Avenue, Los Angeles, California 90020



AAA REVISED 12/21 (PAGE 1 OF 1)

**ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)**

**Exhibit 3**



ADDITIONAL BROKER ACKNOWLEDGEMENT

(C.A.R. Form ABA, Revised 6/22)

This is an addendum to the Listing Agreement, OR [X] Purchase Agreement, [ ] Buyer Representation Agreement, [ ] Other ("Agreement"), dated 04/23/2023, between Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Greg Steven King ("Seller/Buyer/Broker") and Joseph Theodore Olson, Jo Marie Ellen Smolec-Olson ("Seller/Buyer/Broker") if applicable, for the property described as: 40001 Via Caseta, Murrieta, Ca 92562

1. LISTING AGREEMENT:

[ ] (Broker 1) and [ ] (Broker 2) are Co-listing Brokers under the Listing Agreement identified above and agree to share responsibility and compensation for the representation of Seller as follows: [ ] OR [ ] on the terms of the attached agreement.

2. BUYER REPRESENTATION AGREEMENT:

[ ] (Broker 1) and [ ] (Broker 2) are Co-Buyer Brokers under the Buyer Representation Agreement identified above and agree to share responsibility and compensation for the representation of Buyer as follows: [ ] OR [ ] on the terms of the attached agreement.

3. PURCHASE AGREEMENT/OTHER:

Check ONE box ONLY. If more than one applies, use separate forms for each.

A. [X] Multiple Brokers Representing Seller:

Allison James Estates & Homes (Broker 1) and Pro Realty Group (Broker 2) are parties to a Residential Listing Agreement, [ ] Other dated 03/15/2023 in which they have agreed to share responsibility and compensation for the representation of Seller.

OR B. [ ] Multiple Brokers Representing Buyer:

[ ] (Broker 1) and [ ] (Broker 2) are real estate brokers who have entered into an agreement to share responsibility and compensation for the representation of Buyer.

4. [X] Activity under the license of Broker 1 or Broker 2 or both as applicable will be conducted by multiple associate licensees, partners or teams as indicated on the attached Additional Agent Acknowledgement form(s) (C.A.R. Form AAA).

5. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Broker 1 or Broker 2, as applicable, is indicated in the Agreement or related documents, as a representative for the Buyer or Seller specified in 1, 2 or 3 above, the other Broker shall also be deemed to be named. Buyer signatures are not necessary if only paragraph 1 of this form is completed. Seller signatures are not necessary if only paragraph 2 of this form is completed.

Real Estate Broker (Broker 1) Allison James Estates & Homes DRE Lic. # 01885684
By (Broker/Office Manager) Michelle Beeson Michelle Beeson DRE Lic. # 01258312 Date 4/28/2023
Real Estate Broker (Broker 2) Pro Realty Group DRE Lic. # 01270203
By (Broker/Office Manager) Matt Vanderbeek Matt Vanderbeek DRE Lic. # 01270203 Date 4/28/2023
Seller Karl T. Anderson, Chapter 7 Trustee for the Estate of: In re Date 4/28/23
Seller [Signature] Date
Buyer Joseph Theodore Olson Joseph Theodore Olson Date 04/28/23
Buyer Jo Marie Ellen Smolec-Olson Jo Marie Ellen Smolec-Olson Date 04/28/23

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ABA REVISED 6/22 (PAGE 1 OF 1)

ADDITIONAL BROKER ACKNOWLEDGEMENT (ABA PAGE 1 OF 1)

Exhibit 3

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, CA 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 24, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **May 24, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**May 24, 2023**

*Date*

**Lorre Clapp**

*Printed Name*

**/s/ Lorre Clapp**

*Signature*

**NEF SERVICE LIST**

- **Karl T Anderson (TR)** vinland@live.com, kanderson@ecf.axosfs.com
- **Katrina M Brown** kbrown@pskbfirm.com
- **Lynda T Bui** lbui@shulmanbastian.com, ecf.filings@shblp.com
- **Joseph C Delmotte** efcacab@aldridgepите.com, JCD@ecf.inforuptcy.com;jdelmotte@aldridgepите.com
- **Dane W Exnowski** dane.exnowski@mccalla.com, bk.ca@mccalla.com,mccallaecf@ecf.courtdrive.com
- **Lazaro E Fernandez** lef17@pacbell.net, lef-sam@pacbell.net;lef-mari@pacbell.net;OfficeLR74738@notify.bestcase.com;lefkarina@gmail.com
- **J. Luke Hendrix** luke@jlhlawoffices.com, LawOfficesofJLukeHendrix@jubileeбk.net
- **Edward J Miller** emiller@fabozzimillerlaw.com, dsandoval@fabozzimillerlaw.com
- **Arvind Nath Rawal** arawal@aisinfo.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (RS)** ustpregion16.rs.ecf@usdoj.gov
- **Fanny Zhang Wan** fwan@raslg.com

**U.S. MAIL SERVICE LIST**

**Judge's Copy**

U.S. Bankruptcy Court  
Attn: Honorable Scott H. Yun  
3420 Twelfth Street, Suite 345  
Riverside, CA 92501

**Buyer**

Joseph Theodore Olson and Jo Marie Ellen Smolec-Olson  
40 Calle De Buena Vida  
Tubac, AZ 85646

**Buyer's Agent/Broker**

Coldwell Banker Realty  
Kathleen Comba, Agent  
9332 Fuerte Drive  
La Mesa, CA 91941

**Trustee's Agents/Broker Team**

Pro Realty Group  
Matt Vanderbeek, Agent  
54 Endless Vista  
Aliso Viejo, CA 92656

Allison James Estates & Homes  
Kelly Smith and Jake Ralston, Agents  
2888 Loker Avenue East, Suite 206  
Carlsbad, CA 92010

**CONTINUED ON ATTACHED.**

**Debtor, Creditors and Parties in Interest**

**United States Trustee**

UNITED STATES TRUSTEE (RS)  
3801 UNIVERSITY AVENUE, SUITE 720  
RIVERSIDE, CA 92501-3255

**Debtor**

GREG STEVEN KING  
40001 VIA CASETA  
MURRIETA, CA 92562-9114

**Court Mailing List**

ALLY BANK, C/O AIS PORTFOLIO  
SERVICES, LLC  
4515 N SANTA FE AVE. DEPT. APS  
OKLAHOMA CITY, OK 73118-7901

**Court Mailing List**

ALLY FINANCIAL, C/O AIS  
PORTFOLIO SERVICES,  
4515 N SANTA FE AVE. DEPT. APS  
OKLAHOMA CITY, OK 73118-7901

**Court Mailing List**

EMPLOYMENT DEVELOPMENT DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**Court Mailing List**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**Court Mailing List**

QUARTERSPOT, INC.  
C/O KATRINA M. BROWN  
PARKER SIMON KOKOLIS & BROWN  
LLP  
755 BAYWOOD DRIVE  
2ND FLOOR  
PETALUMA, CA 94954-5510

**Court Mailing List**

WILMINGTON SAVINGS FUND  
SOCIETY, FSB, D/B/A  
ROBERTSON, ANSCHUTZ, SCHNEID,  
CRANE & PA  
350 10TH AVENUE, SUITE 1000  
SAN DEIGO, CA 92101-8705

**Court Mailing List**

AIDVANTAGE ON BEHALF OF  
DEPARTMENT OF EDUCATION LOAN  
SERVICES  
PO BOX 9635  
WILKES BARRE, PA 18773-9635

**Court Mailing List**

AMERICAN EXPRESS  
PO BOX 981537  
EL PASO, TX 79998-1537

**Court Mailing List**

AMERICAN EXPRESS NATIONAL  
BANK  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

**Court Mailing List**

APEX CONVEYOR SYSTEMS, INC.  
27455 BOSTIK CT  
TEMECULA, CA 92590-3698

**Court Mailing List**

CALCAP, LLC  
65 N CATALINA AVE  
PASADENA, CA 91106-2301

**Court Mailing List**

CR&R  
PO BOX 206  
STANTON, CA 90680-0206

**Court Mailing List**

CR&R ENVIRONMENTAL SERVICES  
PO BOX 206  
STANTON, CA 90680-0206

**Court Mailing List**

CAITLIN HUTCHISON  
8550 W CHARLESTON BLVD STE 102  
LAS VEGAS NV 89117-9086

**Court Mailing List**

CAPITAL ONE N.A.  
BY AMERICAN INFOSOURCE AS  
AGENT  
PO BOX 71083  
CHARLOTTE, NC 28272-1083

**Court Mailing List**

CITIZENS BANK N A  
ATTN BANKRUPTCY TEAM  
ONE CITIZENS BANK WAY  
MAILSTOP: JCA115  
JOHNSTON RI 02919-1922

**Court Mailing List**

DAVID HILL AND BARBARA HILL  
C/O FABOZZI & MILLER, APC  
38975 SKY CANYON DRIVE, SUITE 104  
MURRIETA, CA 92563-2676

**Court Mailing List**

DAVID AND BARBARA HILL  
1412 MCDUFFIE RD  
BISCOE, NC 27209-8057

**Court Mailing List**

DEPT OF ED/AIDVANTAGE  
PO BOX 9635  
WILKES BARRE, PA 18773-9635

**Court Mailing List**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS A340  
PO BOX 2952  
SACRAMENTO CA 95812-2952

**Court Mailing List**

FAY SERVICING LLC  
P O BOX 814609  
DALLAS TX 75381-4609

**Court Mailing List**

FIRST CITIZENS BANK TRUST  
COMPANY  
P O BOX 25187  
RALEIGH NC 27611-5187

**Court Mailing List**

FIRST NATIONAL BANK OF OMAHA  
PO BOX 3707  
OMAHA, NE 68103-9505

**Court Mailing List**

HETZNER ENTERPRISES, LP  
20121 AMAPOLA AVE  
ORANGE, CA 92869-2201

**Court Mailing List**

HUNTINGTON DEBT HOLDINGS, LLC  
3221 SOUTHWESTERN BLVD PMB 242  
ORCHARD PARK, NY 14127-1230

**Court Mailing List**

JPMORGAN CHASE BANK N A  
BANKRUPTCY MAIL INTAKE TEAM  
700 KANSAS LANE FLOOR 01  
MONROE LA 71203-4774

**Court Mailing List**

JPMORGAN CHASE BANK N A  
PO BOX 29505  
PHOENIX, AZ 85038-9505

**Court Mailing List**

JPMORGAN CHASE BANK N A  
NATIONAL BANKRUPTCY  
DEPARTMENT  
PO BOX 29505 AZ1-5757  
PHOENIX, AZ 85038-9505

**Court Mailing List**

K.C. PROPANE  
26362 EARTHMOVER CIR  
CORONA, CA 92683-5270

**Court Mailing List - HOA Lienholder**

LA CRESTA HIGHLANDS  
ASSOCIATION  
28441 RANCHO CALIFORNIA RD STE  
101  
TEMECULA, CA 92590-3618

**Additional Notice for La Cresta  
Highlands Association**

LA CRESTA HIGHLANDS  
ASSOCIATION  
C/O CAPITAL ASSESSMENT SERVICE  
COMPANY  
PO BOX 7142  
ORANGE, CA 92863

**Court Mailing List**

NAVY FEDERAL CREDIT UNION  
P.O. BOX 3000  
MERRIFIELD, VA 22119-3000

**Court Mailing List**

NAVY FEDERAL CREDIT UNION  
PO BOX 3500  
MERRIFIELD, VA 22119

**Court Mailing List**

NORDSTROM  
PO BOX 6555  
ENGLEWOOD, CO 80155-6555

**Court Mailing List**

NORMAN INDUSTRIAL MATERIALS  
INC.  
8300 SAN FERNANDO R  
SUN VALLEY, CA 91352-3222

**Court Mailing List**

PARKER, SIMON, KOKOLIS  
& BROWN, LLP  
KATRINA M. BROWN  
755 BAYWOOD DR FL 2  
PETALUMA, CA 94954-5510

**Court Mailing List**

PORTFOLIO RECOVERY ASSOCIATES  
LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

**Court Mailing List**

PORTFOLIO RECOVERY ASSOCIATES  
LLC  
C/O BEST BUY  
POB 41067  
NORFOLK VA 23541

**Court Mailing List**

QUARTERSPOT, INC.  
C/O PARKER, SIMON, KOKOLIS &  
BROWN, LLP  
755 BAYWOOD DRIVE, 2ND FLOOR  
PETALUMA, CA 94954-5510

**Court Mailing List - Judgment  
Lienholder**

RIVER CAPITAL PARTNERS, LLC  
1 RIVER RD STE 200  
COS COB, CONNECTICUT 06807-2755

**Additional Notice for River Capital  
Partners LLC**

LAW OFFICES OF JACOB  
VERSTANDING PLLC  
JACOB VERSTANDING ESQ  
1459 EAST 13TH STREET  
BROOKLYN, NY 11230

**Additional Notice for River Capital  
Partners LLC**

LANAK & HANNA PC  
THOMAS M PADIAN  
625 THE CITY DRIVE SOUTH, SUITE  
190  
ORANGE, CA 92868

**Lienholder - Secured Property Taxes**

RIVERSIDE COUNTY TREASURER-  
TAX COLLECTOR  
4080 LEMON STREET, 1ST FLOOR  
PO BOX 12005  
RIVERSIDE, CA 92502-2205

**Court Mailing List – Secured Lender**

SELENE FINANCE, LP  
PO BOX 8619  
PHILADELPHIA, PA 19101-8619

**Court Mailing List**

SOUTHERN CALIFORNIA EDISON  
PO BOX 6400  
RCH CUCAMONGA, CA 91729-6400

**Court Mailing List**

SUSAN HUTCHISON  
4805 ROLANDO BLVD  
SAN DIEGO CA 92115-4232

**Court Mailing List**

SYNCHRONY BANK  
C/O PRA RECEIVABLES  
MANAGEMENT, LLC  
PO BOX 41021  
NORFOLK VA 23541-1021

**Court Mailing List**

THE DUNNING LAW FIRM APC  
ATTN DONALD T. DUNNING  
9619 CHESAPEAAKE DR STE 210  
SAN DIEGO, CA 92123-1329

**Court Mailing List**

U.S. WHOLESALE PIPE & TUBE  
3351 GRAND BLVD  
HOLIDAY, FL 34690-2246

**Court Mailing List**

WELLS FARGO BANK, N.A.  
PO BOX 10438, MAC F8235-02F  
DES MOINES, IA 50306-0438

**Court Mailing List**

WENDA KING  
40001 VIA CASETA  
MURRIETA, CA 92562-9114

**Court Mailing List**

WHITE MOUNTAIN CAPITAL, INC.  
PO BOX 814609  
DALLAS, TX 75381-4609

**Court Mailing List**

CAITLIN HUTCHISON  
C/O LAW OFFICE OF LAZARO E.  
FERNANDEZ, INC  
3600 LIME STREET  
SUITE 326  
RIVERSIDE, CA 92501-2974

**Court Mailing List**

SUSAN HUTCHISON, TRUSTEE OF  
DAMON HUTCHISON SPECIAL NEEDS  
TRUST  
C/O LAW OFFICE OF LAZARO E.  
FERNANDEZ, INC  
3600 LIME STREET  
SUITE 326  
RIVERSIDE, CA 92501-2974

**Court Mailing List**

FUNDBOX INC  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

**Court Mailing List**

COURTESY NEF

**Undeliverable**

**Court Mailing List**

CITIZENS BANK N A  
ATTN BANKRUPTCY TEAM  
ONE CITIZENS BANK WAY  
JCA115  
JOHNSTON RI 02919-1922

**Duplicate**

**Court Mailing List**

ALLY FINANCIAL  
3010 W AGUA FRIA FWY STE 100  
PHOENIX, AZ 85027-3944

**Returned 3/23/2023, Undeliverable**

**Court Mailing List**

DAVID HILL  
C/O FABOZZI & MILLER, APC  
38975 SKY CANYON DRIVE  
SUITE 104  
MURRIETA, CA 92563-2676

**Court Mailing List**

LA CRESTA HIGHLANDS  
ASSOCIATION  
C/O FIORE RACOBS & POWERS  
6820 INDIANA AVENUE STE 140  
RIVERSIDE, CA 92506

**Court Mailing List**

ALLIANT CAPITAL MANAGEMENT -  
HDH  
C/O WEINSTEIN & RILEY PS  
2001 WESTERN AVENUE STE 400  
SEATTLE, WA 98121

**Court Mailing List**

ALLY BANK C/O AIS PORTFOLIO  
SERVICES, LLC  
4515 N. SANTA FE AVE. DEPT. APS  
OKLAHOMA CITY, OK 73118-7901

**Duplicate**

**Court Mailing List**

RIVERSIDE DIVISION  
3420 TWELFTH STREET,  
RIVERSIDE, CA 92501-3819

**Not Applicable**

**Court Mailing List**

SUSAN HUTCHISON  
C/O LAW OFFICE OF LAZARO E.  
FERNANDEZ, INC  
3600 LIME STREET  
SUITE 326  
RIVERSIDE, CA 92501-2974

**Court Mailing List**

SYNCHRONY BANK BY AIS  
INFOSOURCE LP AS AGENT  
4515 N SANTA FE AVE  
OKLAHOMA CITY, OK 73118

**Court Mailing List**

NAVY FEDERAL CREDIT UNION  
PO BOX 3000  
MERRIFIELD, VA 22119-3000

**Duplicate**

**Court Mailing List**

BIZFUND LLC  
8583 IRVINE CENTER DR # 500  
IRVINE, CA 92618-4298

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