



**SECURITY**  
TITLE AGENCY  
A Fidelity National Financial Company

## 卖房子在亚利桑那州



致力于您的成功

**CORPORATE OFFICE**  
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Phoenix, AZ 85016

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📠 602-926-0452

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# 快的参考

在可用时完成以下信息。

公用事业公司会要求您提供托管编号和产权公司名称。重要的：请勿在托管结束前取消您当前的家庭保险或断开公用设施

托管号码	
新地址	
邮政编码	



## 房地产经纪人

名称	
其他团队成员	
公司	
地址	
邮政编码	
电话	
细胞	
传真	
电子邮件	
网站	



## 保险

代理人	
电话	
保单号码	
停止日期	
代理人	
电话	
保单号码	
开始日期	
家庭保修	
计划编号	
保单号码	
网站	



## 气体

西南燃气	
其他	
开始日期	



## 电的

盐河项目	602.236.8888 - www.srpnet.com
APS	602.371.7171 - www.aps.com
开始日期	



## 通讯

互联网和电视服务

考克斯	602.277.1000 - www.cox.com
直播电视	1.888.777.2454 - www.directtv.com
菜网	1.800.823.4929 - www.dishnetwork.com
西部宽带	480.895.8084 - www.westernbroadband.net
世纪互联	1.800.366.8201 - www.centurylink.com
开始日期	



## 通讯

电话服务

美国电话电报公司	1.800.222.0300 - www.att.com
威瑞森	1.800.922.0204 - www.connecttoverizon.com
新电话号码	



## 报纸

亚利桑那共和国	602.444.1000 - www.azcentral.com
论坛报	480.898.6500 - www.tribune.com



## 邮件

联合邮政服务	www.usps.com
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## 证券产权代理

托管官	
电话	
传真	
电子邮件	
托管助理	
电话	
电子邮件	
地址	
邮政编码	



“给真实的服务，你必须添加某物。这不能被购买或用钱，还有那个是诚意和正直。”

道格拉斯·亚当斯

## 安全产权代理

### 减少评级证书

如果您在自日期起五 (5) 年内出售您的财产，则该证书使您有权享受业主保单的优惠费率

销售记录。

所有者： \_\_\_\_\_

保单编号： \_\_\_\_\_

房地产经纪人： \_\_\_\_\_

记录的销售日期： \_\_\_\_\_

仅当该策略由证券名称发行时，该优惠才适用。为确保您的折扣，请在挂牌出售房屋时向您的房地产经纪人出示此证明。五年降低的过期率

注意：如果您决定在未来出售您的房屋，则需要新的产权保险来保护您的买家在您拥有之前和期间免受可能发生的任何缺陷。请参阅 Security Title 的短期优惠证书。





# 安全标题



凭借在产权行业 160 多年的历史，安全产权和

拥有雄厚财力、经验和专业知识的家族企业  
可以满怀信心地完成交易。

这本小册子已经为您准备了销售过程中涉及  
的属的概述啊解释了在帮助关闭您的 tr 中发  
挥的各种作用

我们希望您发现此信息对您的交易和体验顺利和积极有益！





## 作为我们服务的一部分，SECURITY TITLE 将：

**打开**托管并将您的诚意金存入一个单独的托管账户。

**执行**产权搜索以确定标的财产的所有权和状态。

**问题**所有权承诺并开始删除或记录项目的过程，以提供明确的财产所有权。

**问**如果您承担卖方的贷款，您需要填写受益人声明。

**遇到**合同规定的所有截止日期。

**要求**卖方贷款、其他留置权、房主协会费用等的还款信息。

**按比例分配**费用，如财产税，根据合同，并准备结算单。

**放**单独预约：卖方将签署文件；买方将签署文件并存入资金。

**审查**确保满足所有条件和法律要求的文件；向贷方请求资金。

当所有资金存入后，**记录**县记录处的文件，以将标的财产转让给买方。

确认备案后，**关闭**托管和支付资金，包括卖方的收益、贷款偿还、房地产经纪人的佣金、相关记录费用等。

**准备**并将最终文件发送给相关各方。





# KEYP RO FESSI ON ALS涉及



## 房地产经纪人。

房地产经纪人是持牌房地产经纪人和全国房地产经纪人协会的成员，一个房地产行业协会。房地产经纪人也属于他们的州和地方房地产经纪人协会。

## 房地产经纪人

房地产经纪人由国家许可代表当事人进行不动产转让。每个房地产经纪人都是房地产经纪人，但不是每个房地产经纪人都有专业的

房地产经纪人的指定。

## 上市代理

上市代理人或经纪人的一个关键作用是与房主建立法律关系以出售房产并将房产置于多重上市服务中。

## 买方代理人

买方代理人或经纪人的一个关键作用是与买方合作寻找合适的房产并协商成功购房。



毫无疑问，在卖家可能犯的所有错误中，价格是最有害且代价最高的。房子的价格太低，房子会很快卖掉，但卖家会损失本应属于他们的钱。房产价格太高，卖不出去。房子将继续以利息、维修和保养的形式花费卖家的钱。

## 准备行动：

从挂牌的第一天起就必须正确地为房屋定价有四个原因。

### 时间

您的房屋最终很可能会以其公平的市场价值出售。定价在一开始就采取适当的措施只会增加以更少的成本立即销售的可能性不便和更大的货币回报。

### 竞赛

买家通过查看许多房产来进行自我教育，他们将始终关注一系列房屋价格极具竞争力。他们知道，或者很快学会什么是公平的价格。如果您的房屋在价值上与他们看到的同等价格的房屋相比没有竞争力范围，它根本不会卖！。

### 名声

定价过高导致大多数房屋在市场上停留的时间过长。买家和代理商开始意识到长时间暴露，并且常常犹豫要不要做出选择因为他们担心财产有问题。干净、精心准备的家长期在市场上销售市场价值。

### 不便

如果定价过高使您的房屋无法及时出售，您最终可能会拥有两套房屋，您要出售的房屋和您已经购买的新房屋。据统计，在财产上产生的典型活动是在第一个五周的上市期。







# 展示你家

第一印象是最重要的销售工具。情感在激发潜在买家对您的房屋的兴趣方面起着重要作用。确保您的房屋展现出“最好的一面”，并且您遵循经过时间考验的规则和行为，这将提高销售的可能性。

## 外部入口

前门应该干净、清新、吸引人。确保美化环境得到维护。

## 视窗

干净的窗户让家看起来更大更明亮，并极大地增加了家的“展示能力”。

## 灯

确保您所有的灯具都正常工作，并在展示房屋时（晚上或白天）打开所有灯。它使家更加温馨。

## 壁橱

整洁的壁橱看起来更大，这样买家就不会怀疑它们是否太小了。

## 浴室卖房!!!

每一个都会被仔细检查。修复填缝，修复泄漏，并确保一切都闪闪发光，闻起来干净。

## 卧室

移除多余的家具和装饰品，并使用有吸引力的、新洗过的床罩和窗帘，使这些房间更具吸引力。

## 小修

吱吱作响的门、松动的把手、粘着的窗户、肮脏的墙纸、破旧的木制品和褪色的墙壁都会降低买家的吸引力。花一点钱修理这些东西会让你无法说服买家它的实际外观如何，并导致以更高的价格更快地出售。

## 地板

保持地毯吸尘，清洗地板，清除地板和楼梯上的任何杂物。你的家会表现得更好，不会有不幸的事故。

## 宠物

让他们远离 - 外面是最好的。

## 背景

嘈杂的音乐或刺耳的电视会影响您为营造温馨的家所做的一切。允许代理人和买方在不竞争的情况下进行交谈。

## 协助潜在买家

放映期间不要有太多人在场。潜在买家可能会觉得自己像个闯入者，会匆匆忙忙地穿过房子。要有礼貌，但不要强迫与潜在买家交谈。他们想检查你的家，而不是交朋友。如果他们有问题，他们会问。

## 协助您的房地产经纪人。

通过您的代理预约向潜在买家展示您的房屋。让您的房地产经纪人\*与买方讨论价格、条款、所有权和其他细节。你的房地产经纪人\*谈判了许多合同。让他们利用自己的专业知识代表您得出最有利的结论。如果需要，您的房地产经纪人\*会包括你。





## 第三方托管过程

### 什么是托管

托管是买方和卖方将书面说明、文件和资金存放在中立第三方直至满足特定条件的过程。在房地产交易中，买方不直接向卖方支付房产费用。买方将资金交给托管公司，托管公司作为中介，验证财产的所有权是否清晰，合同中的所有书面指示是否已得到满足。然后公司通过备案将房产的所有权转移给买方，并支付给卖方。此过程保护所有相关方。

亚利桑那州对所有产权和托管公司进行许可和监管。保险部和金融机构部可以随时检查公司的记录，进一步监督公司的管理和作为交易的公正第三方的资格。

在亚利桑那州，托管服务通常由产权保险公司而非律师提供。您的所有权和托管公司的稳定性、可靠性和性能对于保护交易各方的利益至关重要。

### 证券所有权会发生什么

在托管期间，我们的产权部门开始研究和检查与标的财产有关的所有历史记录。除非有任何异常情况，否则会发出产权保险承诺，表明明确的产权或列出在交割前必须清算的任何项目。承诺已发送给您审核。您的托管人员会按照合同上的说明进行操作，协调截止日期，并收集所有必要的文件。例如，对还款信息的书面请求（称为“要求”）将发送给卖方的抵押贷款公司和任何其他留置权持有人。

### 托管如何开启？

一旦您完成合同（或购买协议）并且卖方接受了要约，您的房地产经纪人\*将打开托管。保证金押金和合同由第三方保管。作为交易的中立方，Security Title 只能响应所有“利益”方（卖方和买方）共同同意的书面指示；Security Title 不能以其他方式更改合同或创建说明，并且保护交易的所有各方。

### 如何持有产权

您应该尽快告知您的托管人员和贷方您希望如何持有您的房屋所有权以及您的名字将如何出现在所有文件上。这使您的贷方和证券所有权能够正确准备所有文件。以后的更改，例如添加或删除您姓名中的首字母，可能会延迟您的关闭。在决定如何持有所有权之前，您可能希望咨询律师、会计师或其他专业人士。



## 其他方在托管交易中

除了买方、卖方、贷款人和房地产经纪人之外，托管可能涉及提供这些服务的其他几方：房屋检查、白蚁/害虫检查、估价和房屋保修。

### 家庭检查

房屋检查是另一个组合托管过程。这是一项物理检查，用于识别建筑物地基、地下室和地下室外部、屋顶覆盖物、阁楼区域框架、管道、电气系统和冷却系统、壁炉和建筑物外部的结构和组件中的材料缺陷。

您的房屋检查员有保险吗？他们应该有：专业保险，一般劳工赔偿。

### 卖方应如何准备检查

卖方应提供可访问的道具，包括可能会阻止检查员访问房屋关键部件的消除对象。特别关注的区域是阁楼、爬行空间、配电板、壁橱、车库、大门/庭院、熔炉和热水器。所有公用事业都应该打开，功能正常的飞行员会亮起。

检查员对房主的责任 尊重财产。保留他们发现时的财产。检查完成后回答有关报告的问题。现场提供一份报告副本。



### 白蚁/害虫检查

该报告由国家认证检查员准备，作为检查日期可见和可及的木材破坏生物或害虫存在与否的证据。除了寻找地下白蚁外，检查员还在寻找其他木材生物的活动迹象，例如：

- 木蚁
- 木匠蜜蜂
- 木腐菌
- 干木白蚁

这些情况很容易发现，而且在大多数情况下，纠正起来既简单又便宜。

如果您不确定您的财产状况，请向国家认证的白蚁检查员寻求帮助。







# 其他方在托管交易中

## 评价

如果买方正在为购买获得新的贷款，贷方将要求进行评估。估价师将：

- 研究主题房产的建造年份、卧室、浴室、地块面积和平方英尺。
- 比较对象所在社区最近的销售数据，通常在一英里半径内。估价师通常会找到至少三个（最好是更多）在过去六个月内售出的类似房屋。这些房屋被视为“可比财产”或简称“Comps”。
- 现场检查分两部分进行：
  - (1) 检查标的财产，以及
  - (2) 可比性能的外观检查。

主题财产检查包括拍摄房屋前后的照片（可能包括院子的一部分）和街景照片。评估师还对可能减损或增加房屋价值的特征和条件进行内部检查。在进行检查时绘制并包括房屋的平面图。

## 家庭保修

家庭保修为买卖双方提供了优势。该政策通过支付主要机械系统和家庭主要电器（如暖气和空调）的某些维修和费用来保护买方。有多种计划可供选择。

### 房屋保修范围对卖方的好处

- 房屋可能会以更快的速度和更高的价格出售
- 上市期间的可选保险
- 防止销售后发生的法律纠纷增加房屋的适销性

### 房屋保修范围对买方的好处

- 主要系统和内置设备的保修范围
- 保护现金流
- 为买方提供完整的合格服务技术人员网络
- 低免赔额

大多数家庭保修计划可以在托管结束时支付。将发票副本提交给托管公司，它成为卖方成交费用的一部分。FNF 在 [www.HomeWarranty.com](http://www.HomeWarranty.com) 或 1.800.862.6837 提供家庭保修。



## 评估师在房屋评估过程中寻找什么

了解评估师在评估过程中会寻找什么可以帮助您更好地为评估准备您的房屋。以下是估价师会感兴趣的您家的一些主要特征：

### 物业规模

估价师将考虑您家的整体大小。购房者通常更希望拥有更大的房产，因为这使他们在未来为房屋增建新房。一个有很多卧室和浴室的房子也会有额外的价值，因为更多的人可以住在家里。

### 外部的

在进入您的房屋之前，房屋估价师将检查您房屋的外部。这涉及查看您家的结构并检查地基和屋顶以确定它们由什么材料制成以及它们处于什么状态。评估师还将检查您家的任何损坏，例如泄漏、裂缝或缺陷房子建造时可能没有引起注意。

### 内部的

与外观一样，评估师将考虑您房屋建造中使用的材料；他们的状况非常重要。您的主要建筑，包括墙壁、地板、窗户和门，将被仔细检查以确定质量并找出任何损坏或缺陷。照明设备、厨房用具和管道的状况也会影响估价师的估价。

### 额外功能

有助于家庭舒适和安全的便利设施将大大提高评估价值。估价师将考虑您家提供的所有额外设施，例如空调、壁炉、安全系统或烟雾探测器。室外设施，如游泳池、车库或凉亭，也可能带来更高的评价。

### 改进

自您获得所有权以来所做的改进将影响您房屋的评估价值。在检查您的内部时，估价师会特别注意您对厨房和浴室所做的升级。在确定您的房屋价值时，新烤箱、炉灶、水槽或浴缸是一大优势。由于评估员可能不会注意到您所做的所有升级，因此在评估之前向他或她提供一份改进清单非常重要。





# 你为什么需要TITLE 保险

## 什么是产权保险及其重要性

- 1 产权保险保护财产所有者和贷款人的利益免受所有者或留置权人的合法或虚假产权索赔。它确保投资的所有权，为所有者释放其作为金融资产的潜力。
- 2 在 Security Title，除了处理托管和关闭之外，我们还访问、收集、分析和分发产权信息。
- 3 在超过三分之一的住宅房地产交易中发现了产权问题。这些“缺陷”必须在关闭之前解决。最常见的问题是现有留置权、未付抵押贷款以及姓名、地址或法律描述的记录错误。
- 4 只要房主对房产有权益或有责任承担保修责任，房主权益保险就会为房主提供保护；溢价仅在交易结束时支付一次。
- 5 产权保险不同于其他形式的保险，因为它针对保单签发前发生的事件提供保险，而不是针对未来发生的事件提供保险，产权保险是防损保险。
- 6 Security Title 对现有记录进行彻底搜索，以识别所有可能的缺陷，以便在发布政策之前解决它们。我们预先进行密集和广泛的工作，以尽量减少索赔。我们做得越好，我们的索赔率就越低，您的保护级别就越安全。
- 7 研究标题非常耗费人力。该行业投入大量时间和费用来收集和评估产权记录。因此，与其他保险线相比，该行业的理赔经验较低。
- 8 Security Title 令人印象深刻的索赔准备金为您提供无可置疑的安全和安心，因为您知道您的保单得到了产权保险行业领导者的支持。
- 9 以美元换美元，产权保险是您可以做出的最佳投资，以保护您对您拥有的最宝贵资产之一的利益：您的家。
- 10 为获得最佳价值，请为您的所有产权和托管需求选择安全产权。在您的下一次交易中写信给我们，您就会明白为什么我们物有所值。







# 谁支付什么在房地产交易中

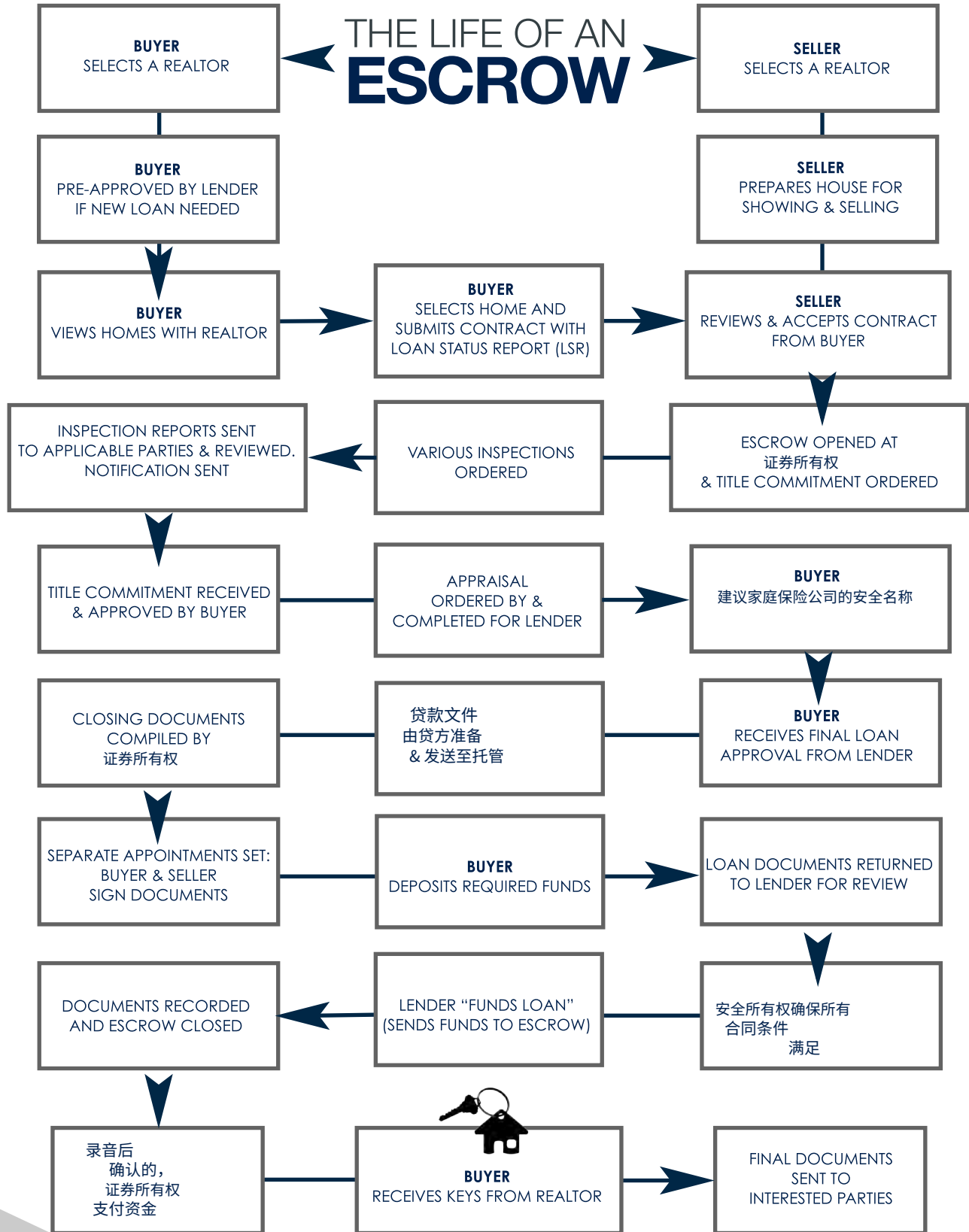
	CASH	CTM	FHA	VA	CONV
1. Downpayment	BUYER	BUYER	BUYER	BUYER	BUYER
2. Termite (Wood Infestation) Inspection (negotiable except on VA)				SELLER	
3. Property Inspection (If requested by Buyer)	BUYER	BUYER	BUYER	BUYER	BUYER
4. Property Repairs, if any (negotiable)	SELLER	SELLER	SELLER	SELLER	SELLER
5. New Loan Origination Fee (negotiable)			BUYER	BUYER	BUYER
6. Discount Points (negotiable)			BUYER	SELLER	BUYER
7. Document Preparation Fee (Charge Selling on FHA/VA)			SELLER	SELLER	BUYER
8. Credit Report		BUYER	BUYER	BUYER	BUYER
9. Appraisal or Extension Fee (negotiable)			BUYER	BUYER	BUYER
10. Interest Proration on Seller's Existing Loan		SELLER			
11. Existing Loan Payoff	SELLER		SELLER	SELLER	SELLER
12. Existing Loan Payoff Demand	SELLER		SELLER	SELLER	SELLER
13. Loan Prepayment Penalty (if any)	SELLER		SELLER	SELLER	SELLER
14. Next Month's PITI Payment		BUYER	BUYER	BUYER	BUYER
15. Prepaid Interest (approx. 30 days)			BUYER	BUYER	BUYER
16. Mortgage Transfer Fee		SPLIT			
17. Reserve Account Balance (Credit Seller / Charge Buyer)		PRORATE	PRORATE	PRORATE	PRORATE
18. FHA MIP, VA Funding Fee, PMI Premium		PRORATE	BUYER	BUYER	BUYER
19. Assessments payoff or proration (sewer, paving, etc.)	SELLER	SELLER			
20. Taxes	PRORATE	PRORATE	PRORATE	PRORATE	PRORATE
21. Tax Impounds			BUYER	BUYER	BUYER
22. Tax Service Contract			SELLER	SELLER	BUYER
23. Fire/Hazard Insurance	BUYER	BUYER	BUYER	BUYER	BUYER
24. Flood Insurance			BUYER	BUYER	BUYER
25. Homeowners Association (HOA) Transfer Fee	SPLIT	SPLIT	SPLIT	SELLER	SPLIT
26. HOA/Disclosure Fee	SELLER	SELLER	SELLER	SELLER	SELLER
27. Current HOA Payment	PRORATE	PRORATE	PRORATE	PRORATE	PRORATE
28. Next Month's HOA Payment	BUYER	BUYER	BUYER	BUYER	BUYER
29. Home Warranty Premium (negotiable)					
30. Realtors' Commissions	SELLER	SELLER	SELLER	SELLER	SELLER
31. Home Title Policy	SELLER	SELLER	SELLER	SELLER	SELLER
32. Lenders Title Policy and Endorsements			BUYER	BUYER	BUYER
33. Account Servicing Set-up Fee (negotiable)		SPLIT			
34. Escrow Fee (Note: Charge Seller on VA Loan)	SPLIT	SPLIT	SPLIT	SELLER	SPLIT
35. Recording Fees (Flat Rate)	SPLIT	SPLIT	SPLIT	SPLIT	SPLIT
36. Reconveyance/Satisfaction Fee	SELLER		SELLER	SELLER	SELLER
37. Courier/Express Mail Fees	SPLIT	SPLIT	SPLIT	SELLER	SPLIT
38. Wire Fees	SPLIT	SPLIT	SPLIT	SELLER	SPLIT
39. Email Loan Documents			BUYER	SELLER	BUYER

Note: Prorated items will appear on Closing Statement as charges for one and credits for the other





# THE LIFE OF AN ESCROW





## 签名约定

托管人员将与您联系，安排您签署所有必要文件的约会。您的预约大约需要 45 分钟。您的签名需要经过公证，因此请务必携带护照或当前驾驶执照以供识别。

### 在您签署预约后：

在买卖双方签署所有必要的指示和文件后，托管人员会将其退还给贷方进行最终审查。审查通常在一天内进行，以便完成必要的工作以记录托管结束。

**关闭托管：**记录契约意味着财产的所有权从卖方合法转移到买方，并且是交易的高潮。通常，契约和信托契约会在托管人收到贷款资金后的一个工作日内记录下来。这完成了交易并标志着“托管结束”。

**您的收益：**最终结算报表和任何到期收益支票将在销售完成、文件记录和托管关闭之日提供。

### 托管结束后：

在贷款敲定、文件签字备案、资金结算完成后，还需要注意一些事项才能正式完成交易。

您现有的贷款已通过托管全额支付。法律要求您的贷方发出完整的贷款释放和重新转让。一旦收到删除先前信托契约的搬迁契约，它就会被记录下来，并将原件退还给您。这个过程有时需要几个星期。

最后，在某些情况下，托管人将被指示将资金保留在托管中，以支付在托管结束后可能无法完成的义务。例如，可能会留出资金用于白蚁修复工作或纠正结构问题。在项目完成并收到适当的发布文件后，托管人员将酌情支付储备金。





# 红旗在托管/产权过程中

一种“红色的标志”是一个需要注意的信号！以下是一些可能导致交易延迟或其他问题的项目，必须在交易结束前解决。

- 破产
- 商业信托
- 清理留置权和判决，包括子女或配偶赡养费留置权
- 侵占或不在记录范围内的地役权
- 确定死亡事实——联权租赁、信托
- 止赎
- 实物检查结果——侵占或未记录的地役权
- 遗嘱认证
- 授权书——使用、正确执行
- 正确执行文件
- 适当的 jurats，公证印章
- 近期施工
- 涉及公司或合伙企业的转让或贷款
- 买家的最后一刻变化
- 产权保险承保类型的最后一刻变化

## 红旗例子

**CC&R:** 这些是标准的。CC&R 应通过托管提供给买方。买方应仔细阅读这些内容，尤其是在考虑对房产进行改进的情况下。**红色的标志:** 某些 CC&R 禁止某些类型的改进。

**协议:** 这些协议通常采用道路维护协议、相互地役权协议（如共享车道）或改善协议的形式，并将约束所有者采取某些行动。应向产权人索取协议副本并将其提供给买方。这是

**地役权:** 这些也是标准的。较新的分区（20 年或更短）中的大多数地役权都包含在街道中。一些分区对部分财产有非排他性的地役权，例如维护侧院、进入公共区域（如高尔夫球场）等。

责任联系自己不明白 ag 如何影响他们。

**红色的标志:** 如果考虑进行改进（例如建造游泳池或水疗中心），买方应要求在地图上标出地役权以确定是否会对预期的改进产生任何干扰。地役权很难被拆除，如果地役权干扰了他未来对该房产的计划，您的客户可能会更好地选择另一处房产。

**信托行为:** 这些是共同命令 a 要求贷款人允许产权公司使用新 b 收益的收益还清所有现金）。

**红色的标志:** 当心以前的所有者的旧契约（或者有时 cu 已经再融资）。如果您发现某份契约已经付款，或者之前的所有者看不到，请立即致电您的。您的托管人员签署了信托契约，并采取必要措施将其从公共记录中删除或从产权公司获得贷款“赔偿”。与受益人（作为旧卖家结转的个人）的旧信托契约是困难的，特别是如果几年过去了 b 已经还清。





**侵犯：** 有时 一种 结构体  
(通常是栅栏或车道) 侵占财产。这通常意味着客户将不得不拿走受到侵占的财产。如果您在 prelim 中看到侵犯语言，请联系您的产权官员。

**红色的标志：** 贷方通常不想借给存在侵占的房产。在某些情况下，对贷方政策的背书 (通常需要额外收费) 可以让贷方关闭。这些是根据具体情况确定的。再次联系您的托管人员。

**违规通知：** 在财产违反当地法规的情况下，这些有时会由消防部门、卫生部门或当地分区执法部门记录。

**红色的标志：** 这些总是一个危险信号。贷方不会接受这些条件。必须消除违规行为，并且当地执法机构必须在关闭前发布释放令。卖家或卖家代表必须直接与相应的机构打交道才能解决此类问题。

**法院命令/判决：** 这些不是标准项目。最常见的类型是支持判断。当指定的一方欠子女/配偶抚养费时，这些由法院签发。

**红色的标志：** 任何命令/判断都是危险信号。如果您看到订单或判决，请立即联系托管以确认需求已被订购。

**破产：** 虽然并不罕见，但破产并不常见。

**红色的标志：** 所有公开破产都要求债务人获得法院的许可才能出售或抵押资产 (房屋) 或承担新债务。第 7 章和第 13 章对卖方的破产是在销售情况下最常见的。关闭托管需要破产受托人的一封信。受托人有时会要求在结束时向法院付款。我们有时会发现针对买方的第 13 章，这还需要受托人的一封信，允许债务人承担更多债务。对买方开放的第 7 章很少见，只要处于第 7 章，买方就可能无法获得贷款。注意：第 7 章是对可清偿债务的彻底清算，第 13 章是债务重组，第 11 章是公司或公司的债务重组。

**未决行动通知：** 这也称为“未决诉讼”。

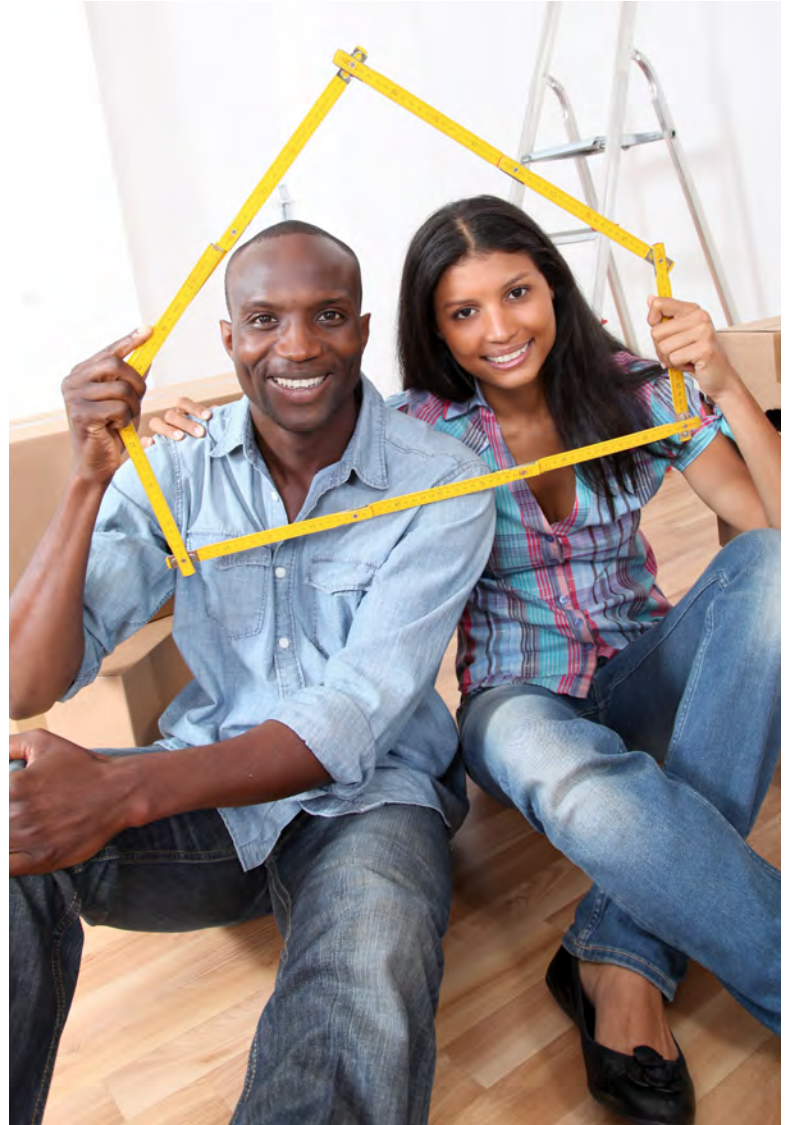
**红色的标志：** 这是一个很大的危险信号。这意味着某人有可能影响财产所有权的未决诉讼。这些通常出现在激烈的离婚情况中。在结案之前，需要提出要求 (侵略方通常在释放前想要钱) 和驳回案件以及 (“撤回未决诉讼”) 。



**信息声明:**

也称为事实陈述、身份陈述或 SI。此所需文件将通过托管方式提供给双方。询问当事人的社会安全号码、居住史、婚姻史、工作经历、别名等信息，请尽量完整填写。SI 允许公司删除 G（通用索引）中针对名称（而不是财产）记录的内容，例如税收留置权、判决福利留置权、抚养留置权和可能针对同名人士提起的诉讼和你一样。这些类型的留置权可能附加在债务人拥有的不动产上，因此使该财产对留置权项下的任何付款负责。

**红色的标志:** 如果您有一个通用名称（例如：Smith、Johnson、Garcia、Martinez、Le 等），公司及时收到完整的 SI 以便“清除”这些项目非常重要。有时您可能不知道留置权的存在。更常见的情况是，您可能已经解决了问题，但未记录过适当的发布文件以将其从公共记录中删除。我们不能关闭对卖方有未解决留置权的金融机构。如果您发现这种情况存在，请联系您的托管人员。



**笔记:** 如果您获得对一方判给金钱损害赔偿的判决，明智的做法是将判决记录在债务人拥有或可能拥有财产的任何县。咨询你的律师。

如果您在 prelim 上发现此处未列出的内容，则可能是危险信号，您应该联系您的托管官。他（或她）将很乐意为您提供记录文件的副本，并告知您需要什么才能移除物品（如有必要）。但有时，移除一件商品非常耗时，或成本高昂，或两者兼而有之，以至于买家可能会选择取消交易。我们无法就做出此类决定的风险向您提供建议。如果您只有疑虑，您应该联系自己的律师。

# ? 均方根值你应该知道

**致谢：**由通过自己的行为 and 契约执行（签署）文件的人在授权官员（通常是公证人）面前作出的正式声明。在大多数情况下，文件必须经过确认（公证）才能被接受记录。

**宣誓书：**在授权官员面前作出的书面宣誓声明。

**修正案：**更改、添加或更正协议的一部分通常不会改变主要思想或本质。

**评价：**对财产事实的分析得出的财产价值估计；有价值的意见。

**评估：**为特定地理区域内的公共改善而对不动产征收的特别税和特殊税（除正常税外）。

**受益人：**在信托契约中，贷款人被指定为受益人，即获得安全的好处。

**CC&R：**契约、条件和限制。控制财产的使用、要求和限制的文件。

**结束披露：**财务披露声明说明了在交易结束时收到和支付的所有资金，包括税收存款、危险保险和抵押贷款保险。

**应急：**合同完成前必须满足的条件。例如，销售协议可能取决于买方获得融资。

**信托契约：**将土地所有权转让给受托人作为债务或其他义务的担保的书面文书。在许多州用于代替抵押贷款。也称为 led 信托契约。

**保证金存款：**房地产购买者作为诚信证明的预付款；定金或部分付款。

**缓和：**权利、特权或利益仅限于一方在土地或另一方的特定目的。

**第三方托管：**第三方作为买方和卖方的利益相关者，执行双方的指示并承担处理所有文书工作和资金分配的责任的程序。

**费用简单：**所有者拥有不受限制的权力按照他或她的意愿处置财产的财产，包括通过继承遗嘱离开。这是一个人对房地产的最大兴趣。

**授予：**不动产从授予人（授予人）到受让人的转让。

**宅基地豁免：**在亚利桑那州自动生效，它允许任何 18 岁或以上的亚利桑那州居民免于附加、执行或强制出售单个住宅单元中 150,000 美元的股权。例外情况包括：(1) 双方同意的留置权，即信托契约或股权贷款被取消赎回权；(2) 因机修工的遗体而强制出售的；(3) 超过 150,000 美元的任何资产。您应该咨询律师，以确定在扣押、执行或强制出售的情况下，这项豁免是否对您提供保护。

**扣押帐户：**贷方保留的资金，用于支付税收和危险保险费等项目。





# ? 均方根值你应该知道

**法律说明：**法律认可的土地描述，基于政府调查，阐明了整块土地的确切边界。它应该如此彻底地识别一块土地，以至于不能与任何其他土地混淆。

**留置权：**一种产权负担形式，通常使特定财产成为偿还债务或履行义务的担保。例如：判决书、税收、抵押贷款、信托契约。

**贷款价值比：**抵押金额与财产评估价值之间的关系，以评估价值的百分比表示。

**皮蒂：**结合本金、利息、税收和保险的付款。

**购买合同：**一份书面文件，其中买方同意购买某些房地产，卖方同意根据规定的条款和条件出售。它通常由房地产经纪人填写并由买卖双方签字。

**放弃索赔契据：**作为免责协议的契约，旨在转让设保人在财产中可能拥有的任何所有权、权益或权利要求，但不包含设保人对有效权益或所有权的任何保证。

**房地产：**土地和建筑物与个人财产相对。

**记录：**将影响不动产的文件提交给县记录员，使之成为公共记录。

**条例 Z：**联邦储备委员会根据《消费者保护法》制定的一套管理消费者贷款问题的规则。

**标题：**一个人的权利或他对财产的利益程度的证据。

**产权保险政策：**保护购买者、抵押权人或其他方免受损失的政策。

**保修契约：**用于将不动产的费用所有权从授予人（通常是卖方）转让给受让人（通常是买方）的文件。



legal mortgage closing cloud comparable  
hazard appraisal recording title insurance sales deed money  
description recording title insurance sales closing cloud comparable  
power easement deed money  
est TOR actions power easement deed money  
PITI appraisal recording title insurance sales closing cloud comparable





# 规划你的举动

## 搬家前约 2 个月

- 通过商会和城市网站研究您的新城市。
- 开始清洁壁橱和储物区，并决定哪些要带走，哪些要捐给慈善组织或旧货拍卖，哪些要扔进垃圾桶。
- 与您的会计师或 IRS 顾问讨论任何可能免税并需要记录的搬家费用。
- 联系搬家公司获取服务和估价。
- 开始列出您要通知您的举动的每个人。把它放在手边，因为名字会意外地出现在你的脑海里。与朋友和亲戚一起，包括学校、医生、牙医、债权人、律师、会计师、经纪人以及任何经常性服务，例如女佣、草坪、灭虫剂、软水器、尿布、互联网提供商、杂志订阅等。

## 1 个月结束

- 通知邮局搬家，并领取地址变更卡。
- 如果可能，现在就在新地点开立银行账户，这样您就可以打印支票了，这样您就可以不必依赖不在任何地方都被接受的临时支票。
- 认真清理房子；开始堆积箱子并开始打包。
- 联系您的保险公司（健康、汽车、房主、房客）并讨论新地点的承保范围。
- 联系公用事业公司并安排在您当前的家中和新家中断开/连接。
- 开车？飞行？你、你的家人、你的宠物、你的植物、额外的汽车将如何到达新城市？现在就安排吧。
- 旅行前带宠物到兽医处进行检查和定期免疫接种。

## 2 周前

- 联系您的银行，了解在您搬家时关闭您现有的账户。
- 如果您正在开车，请将其送修。
- 找出您需要做什么来转移医生、牙医、兽医等的记录。一定要从学校获得永久记录，而不是副本。获取新药店的处方。

## 还剩 1 周

- 请联系您当地的垃圾收集员以了解正确的处理方法。
- 收集杂物：干洗用品、保险箱物品、处方药，以及任何你借来的东西。
- 归还图书馆书籍，任何借来的东西。

## 一些日子

- 放弃你不带走的植物。
- 为冰箱和冰柜除霜。
- 为您的新家写下清晰的说明（如果可以的话，也画一张地图），并包括您的行程和紧急电话号码。
- 自己保留一份，并将副本交给搬家公司和您的家人或朋友。
- 完整的包装。请务必将您要随身携带的物品放在一边，以免搬运工不小心将它们装载到卡车上。
- 打包本地电话簿。你会很高兴你做到了。
- 在托管关闭后与公用事业公司核实连接和断开日期。
- 联系您的 REALTOR® 并确认何时何地可以获得您新家的钥匙。
- 断开电器。

## 大日子

- 如果搬家工人到达时您不能到场，请安排某人与他们会面。
- 签收前仔细核对搬家公司的提单和存货。
- 将文件放在安全的地方。在房子里做最后一次检查，仔细检查壁橱、抽屉和橱柜。锁好窗户。
- 将车库遥控器留给新主人。
- 关掉所有的灯，关上门并锁上，然后按照与您的 REALTOR® 或新主人预先安排好的方式留下钥匙。

## 祝你好运， 并享受您的新家！

这是一般性建议，并不适用于任何特定情况。





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



# ATTENTION BUYER!

*You are entering into a legally binding agreement.*

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

If important to you, hire a qualified:

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

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

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

You can obtain information through the Buyer's Advisory at [www.aaronline.com/manage-risk/buyer-advisory-3/](http://www.aaronline.com/manage-risk/buyer-advisory-3/).

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

## WARNING: \*WIRE TRANSFER FRAUD\*

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



# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:  
October 2022

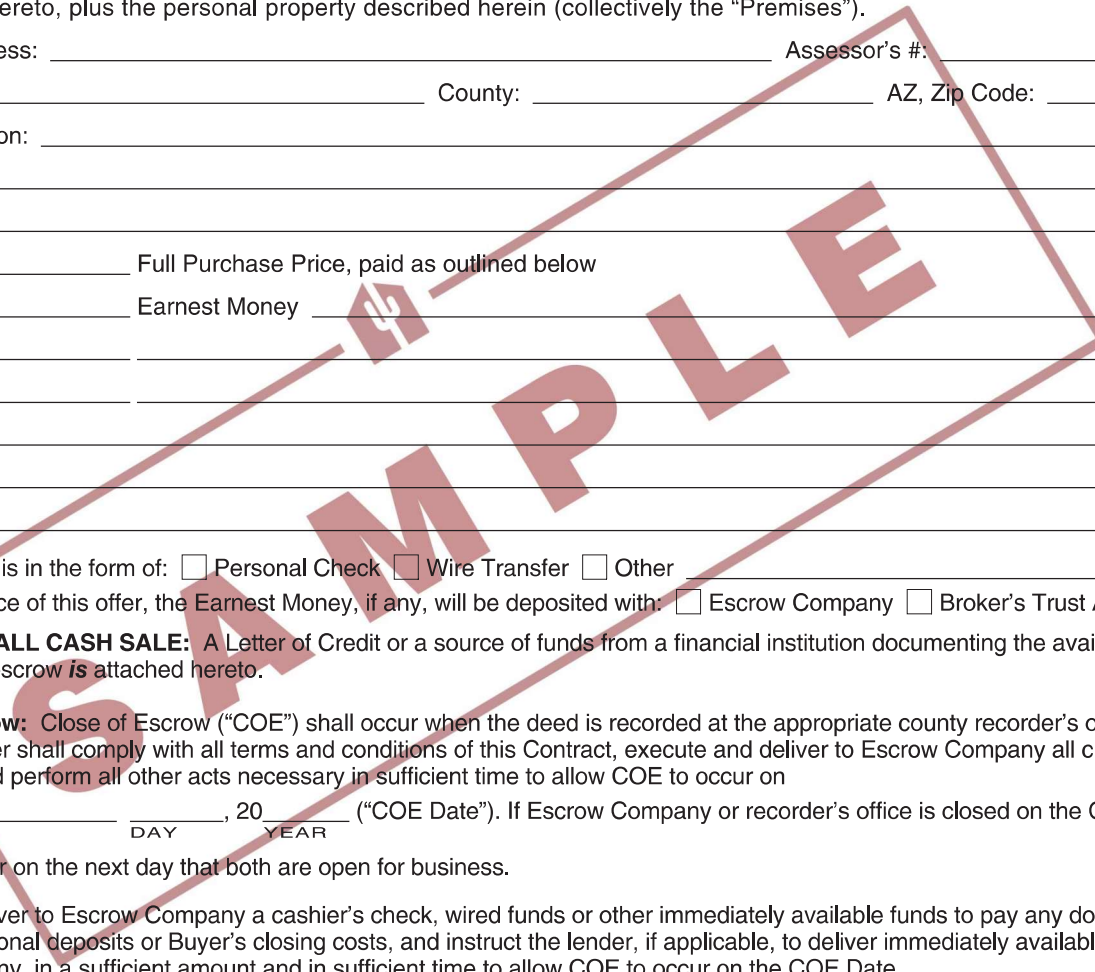


The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences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



## 1. PROPERTY

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



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SELLER	SELLER
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BUYER	BUYER
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**Residential Resale Real Estate Purchase Contract >>**

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

**2. FINANCING**

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

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SELLER	SELLER

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BUYER	BUYER



**Residential Resale Real Estate Purchase Contract >>**

- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender 91. with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan 92. amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with 94. notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested 95. signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and 96. will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:**  Conventional  FHA  VA  USDA  Assumption  Seller Carryback  \_\_\_\_\_ 98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer \_\_\_\_\_% 101. of the Purchase Price **OR** \$ \_\_\_\_\_ (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, 102. charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 104. Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any 105. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan 106. approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to 108. lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, 109. Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or 110. the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by  Buyer  Seller  Other \_\_\_\_\_ 112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee  will  will not 113. be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be 114. performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

**3. TITLE AND ESCROW**

- 3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 116. terms of this Contract shall be:
  - 117. \_\_\_\_\_  
ESCROW/TITLE COMPANY
  - 118. \_\_\_\_\_  
ADDRESS CITY STATE ZIP
  - 119. \_\_\_\_\_  
EMAIL PHONE FAX
- 3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole 121. and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax 122. consequences. Buyer should obtain independent legal and tax advice.
- 3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 124. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies 125. of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to 126. Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the 127. Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller 128. shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements 129. and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's 130. Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire 131. extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title 132. Insurance Policy.

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SELLER	SELLER

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BUYER	BUYER

**Residential Resale Real Estate Purchase Contract >>**

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

**4. DISCLOSURE**

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

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SELLER	SELLER

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BUYER	BUYER



**Residential Resale Real Estate Purchase Contract >>**

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

**5. WARRANTIES**

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

**6. DUE DILIGENCE**

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

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**Residential Resale Real Estate Purchase Contract >>**

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

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

242.  sewer system  conventional septic system  alternative system

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

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

245. Addendum is incorporated herein by reference.

246. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_  
BUYER BUYER

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

251. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_  
BUYER BUYER

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

259. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_  
BUYER BUYER

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

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

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

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

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

273. **OR**

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

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

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

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

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

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

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**Residential Resale Real Estate Purchase Contract >>**

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

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

297. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER BUYER

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

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

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

**7. REMEDIES**

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

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

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

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

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

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**8. ADDITIONAL TERMS AND CONDITIONS**

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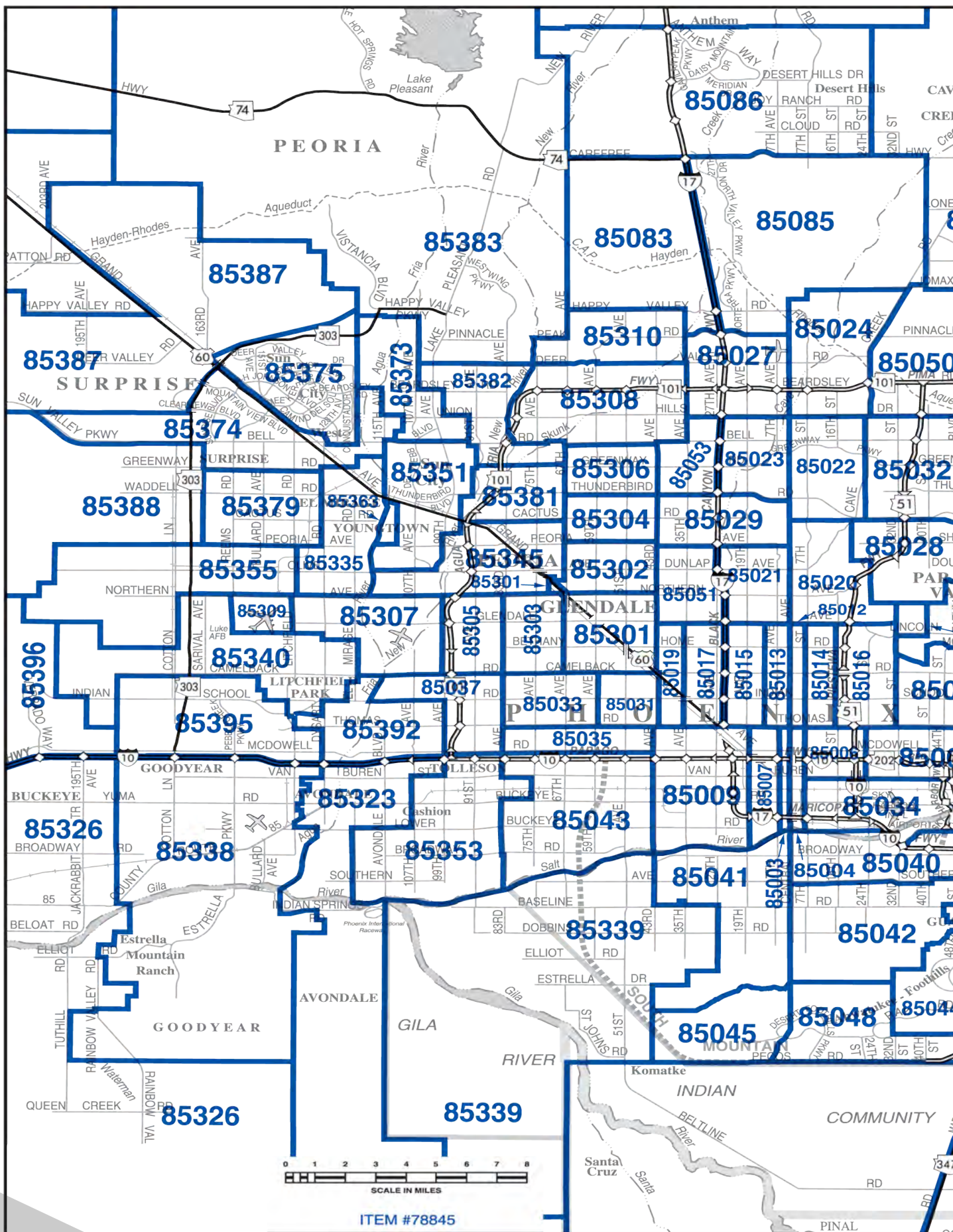
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