### **PUBLIC REAL ESTATE**

### **AUCTION**

### "Former Jerry Lewis Custom Luxury Home"

This is your opportunity to own Las Vegas history. For over 30 years, legendary entertainer, Jerry Lewis called this property home. With over 7000 sq ft, this magnificent property has it all! The main house has 5 bedrooms, sauna, custom petrified wood fireplace, elevator, built in bookshelves & office. Separate guest house with bedroom, bath & family room. If that custom bar in the family room could talk! Wow! Huge pool w/ custom rock waterfall. The home will be sold on-site Saturday, May 25th at 1pm.

PLUS CURRENT OWNERS CONTENTS: Fine Furniture, Fine Art, Fine

Jewelry & Time Pieces, Memorabilia & Accessories

MANY ITEMS TO BE SOLD

### TO THE HIGHEST BIDDER

**Current Owners** Contents: Picasso. Peter Max, Pino, Tarkay, Sam Park, Salvador Dali. Pissarro, Keith Haring Claude Monet, Rare Sofas. Chairs, Tables, Coffee Tables, Memorabilia, too much more to list.



Current Owners
Contents:
Extremely Rare
3.66ct Natural
Green Diamond
Ring, 5ct GIA
Diamond, 129ct
Ruby and Diamond Necklace,
25ct Sapphire
and Diamond
Necklace,
Rolex, Patek
Philippe, Silk
Persian Rugs

Previously owned by Legendary Movie Star Comedian

### "Former Jerry Lewis Home"

Open House: Sat & Sun, May 18th & 19th at 2pm - 4pm Las Vegas Celebrity Historic District

Contents: World Renowned Artists: Oils and Graphics: Pablo Picasso, Norman Rockwell, Peter Max, Louis Icart, Keith Haring, Berthe Morisot, Salvador Dali, Claude Monet, Charles Bragg, Pissarro, Pino, Paul Cezanne, Francisco De Goya, Miro & many others. Fine Watches: Rolex, Patek Philippe, Cartier, Piaget, Breitling and more. Fine Jewelry: Diamonds, Rubies, Emeralds and Sapphires set in rings, bracelets, pendants and necklaces. Exceptional Persian & Oriental Rugs, Furniture, signed Jerry Lewis art and much more.

### PUBLIC AUCTION

Sat., Sun. & Mon May 25, 26 & 27 AT 2:00 PM

REGISTRATION AND VIEWING AT 1 PM

Complimentary parking & shuttle service will be provided at Hyde Park Middle School - 900 Hinson St. Las Vegas 89107 - Directions: I-15 N, exit and go west on W Charelston Blvd. Right on S Valley View Blvd. Left on Fulton Pl. Left on Northstar St. Right on Hinson St.

Terms & Conditions: House bidders: \$100,000 deposit by certified check or cashier's check payable to yourself. 12% Buyers premium on home. 15% buyers premium plus tax on contents & cars. Home buyers must have financing prearranged. Closing in 30 days. No contingencies. 2% Broker Participation on Real Estate-(must preregister). Las Vegas Lic. Auctioneer. All current home owner personal contents will be sold as is, all sales final. For property information package visit: www.RealEstateResolutionCorp.com 702-659-8222

### **RERC**

Real Estate Resolutions . . . So You Can Move On!



### Dear Prospective Buyer:

This is your opportunity to own Las Vegas history. For over 30 years, legendary entertainer, Jerry Lewis called this property home. With over 7300 sq ft, this magnificent property has it all! The main house has 5 bedrooms & 5 bathrooms, sauna, custom petrified wood fireplace, elevator, built in bookshelves & office. Separate guest house with bedroom, bath & family room. If that custom bar in the family room could talk! Wow! Huge pool w/ custom rock waterfall.

RERC is committed to providing you with comprehensive information on each property that we sell. Our staff is readily available to assist you with any questions you may have regarding the property or the auction process. We want to ensure your complete confidence on auction day.

RERC provides integrated real estate and transition solutions. This means we take on the entire challenge of auctioning your real estate.

Real estate auction experts help you get the best market value, quickly and efficiently. You move on with confidence that all the details of this important transition are taken care of smoothly and with unconditional care.

Please call us, or visit us online at www.realestateresolutions.net to learn more about this valuable service.

Thank you for your interest in this property. We look forward to your participation in the auction.

Sincerely;

Maureen Connolly
Director of Marketing

### **Table of Contents**

Disclaimer	4
Terms and Condition	5
Terms and Procedures	6
Property Information	7
Sale Deed	8
Property Account Inquiry	
Area Map	
Property Disclosure	15
Property Pictures	20
Why would a Seller Choose Auction rather than a traditional listing	24
Tips for Buyers	25
What can I expect on auction day?	26
Bidder Registration Form	
Purchase Settlement Agreement	
RERC contact information	

### Disclaimer

Be advised that the information contained in this property information package is to the best knowledge of the provider or was compiled from public information. It is provided to you without warranties or representations of any kind. This property is offered as is and where is, with all faults. No warranties or representations are made in connection with the property whatsoever.

All information contained in this and any other marketing materials was obtained form sources believed to be accurate. However, no warranty or guarantee, either express or implied, is intended or made with respect to such information. Bidders must independently investigate, verify and confirm any information or assumptions on which any bid is based. Neither auction company nor seller shall be liable for any errors in or the correctness of any information regarding the property being sold.

All announcements made at the auction take precedent over any other property information or printed terms of sale. Items may be added or deleted.

The property is sold "as is, where is, with all faults". The property will be sold without representation or warranty of any kind, including any representations regarding environmental conditions affecting the property. The property is offered for sale to qualified purchasers without regard to race, color, religion, sex, marital status or national origin.

The property shall be sold free and clear of liens, but subject to conditions, restrictions, rights-of-way, easements, and reservations, if any, of record; subject to the rights, if any of tenants-in-possession, under law. Neither the auction company nor the seller make or has made any representation or warranty with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. All potential bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents.

Any decision to purchase or not to purchase is the sole and independent business decision of the purchaser. No recourse or cause of action will lie against the sellers, the auction company or the note holder should purchaser become dissatisfied with its decision, whatever it may be, at a later date.

All measurements are approximate and should be verified by the Bidder. Bidders are advised to inspect the property carefully and draw their own conclusions prior to making a bid.

### Terms and Conditions

- 1. ID and Proof of Deposit are required to register to bid (with no exceptions)
- 2. The Sale of the Real Estate is subject to a 12% Buyer's Premium to be added to the High Bid.
- 2A. The sale of the contents if any, is subject to a 15% Buyer's Premium plus sales tax. 2B. The sale of vehicles is subject to a 15% buyers premium. \$5,000.00 deposit required to bid on vehicles.
- 3. The sale of this real estate will be subject to the owner's acceptance of the high bid.
- 4. All property, real estate and personal, is to be sold "AS IS", "WHERE IS", and "AS EXISTING"
- 5. An irrevocable deposit of \$100,000 by cashiers or certified check, payable to Real Estate Resolution Corp., will be required from the successful bidder immediately following the conclusion of the bidding on the Real Estate.
- 6. Successful bidder will execute the Agreement immediately after this conclusion of the bidding in exactly the same form as such Agreement in this Property Information Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to commencement of bidding for the property, and with the blanks completed in accordance with the terms of the transaction.
- 7. Real Estate closing will be scheduled on or before June 25th, 2019
- 8. No conditions may be added to the agreement of purchase and sale by the Buyer either at the auction or otherwise.
- 9. The Buyer's lawyer will be allowed until one week prior to closing to inspect title.
- 10. All information is deemed reliable but not guaranteed.

Signature:	Da	ite:
Printed Name:		_

### Terms and Procedures

All bidders and others attending this auction agree that they have read and fully understood the terms and agree to be bound thereby. These terms are in addition to any other posted information.

- 1. Registration for the Real Estate Auction will be begin at 1:00pm on Saturday, May 25th, 2019 at 1701 Waldman Ave., Las Vegas NV 89102. Anyone interested in bidding must register and obtain a bid card. There is no charge for registering.
- 2. All announcements by the Auctioneer or Seller at the beginning of the auction, will take precedence over any previously printed material or any other statements made by anyone employed by, representing, or associated with Real Estate Resolution Corp.
- 3. Questions will be entertained only prior to the beginning of the auction. Please see a bid assistant for questions during the sale itself.
- 4. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
- 5. Real Estate Resolution Corp. reserves the right to reject any and all bids and reserves the right to bid on behalf of an absentee bidder. The existence of absentee bidders, if any, will be disclosed at the beginning of the auction.
- 6. Buyer's Premium: a 12% buyer's premium will be added to the bid price and will become part of the total purchase price paid at closing. (i.e. if the final bid on the property is \$2,000,000, add 12% buyer's premium of \$240,000 for a total purchase price of \$2,240,000.
- 7. Agency: Buyer acknowledges that Real Estate Resolution Corp. represents the Seller and that the payment of this premium does not constitute a relationship of dual agency.
- 8. Broker Participation: a 2% commission on the "bid price" of the property will be paid by Real Estate Resolution Corp. to the successful buyer's broker/agent. The broker/agent must attend and register at/or prior to the auction with his/her clients or make prior written arrangements with Real Estate Resolution Corp. (Broker/agent must complete Broker Participation Form which is on our website: www. realestateresolutioncorp.net)
- 9. Closing Costs: the Buyer will incur standard closing costs as with any purchase of real estate in the State of Virginia. The closing will take place at the Law Office of Richard L. Tobler, Esq., 3654 North Rancho Drive, Ste. 102, Las Vegas NV 89130. Ph: 702-256-6000 on or before June 25th, 2019.

### 1701 WALDMAN Avenue, Las Vegas, Nevada 89102

### Listing Tax Photos History Parcel Map Flood Map \* Foreclosure

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Ag/Ag Remarks Ag/Ag Remarks Master B 2nd Bedr 4th Bedr Dlaing Re Kitchen MBR Down Constroke Furgit Furgit Interior Firepi Firepi Loc House Fac Extenor Landscap	custom family a prior to edroom coom coom coom coom coom coom coom	y home. W petrifled v oam. If th give 24 ho showing. 27X22 15X16 15X18 12X15 21X18  Y Dishw E No O, BLINDS, FAMILY	ith over 700 vood fireplace at custom be ur notice to a No exception 2MBR, BLCO SEPRAT, SIT BLTSHL, CEI DNSTRS, WB CEILFN, WIC FORDIN BUTLRPANTI GRDNWD, IS Bed On Washer Inc SHUTTRS, W	O sq ft, the control of the control	or, built in in amily room and be applied to	bookshelve could talki roved for a s are appro Master Bai 3rd Bedroi Sth Bedroi Family Roo V N  Oven Desc Flooring Fence W	s & office Wow! Hu showing. ximate, b th 2 om 1 om 2 om 2 om 2 OryerUtil COKTOP. TILE F/BLOCK	Separage poor Must puyers a 1X16 SX16 SX18 4X16 1X16 SC.	ate grade with the control of the co	custom re e proof of to verify. SNK, MAK TUB, TUB. FN, WICH TMCLOST TRS DOK, ENT NT Location Equest	se with bock water funds of all informations of the second	edrooi rfall. or pre- mation PSHW, ATH S, WBA RMAL,	n, bath & approval ,
Ag/Ag Remarks Master B 2nd Bedr 4th Bedr Othling Ro Kitchen HBR Down Constrction Constrain Con	custom family a prior to edroom coom coom coom coom coom coom coom	y home. W petrified v oam. If th give 24 ho showing. 27X22 15X16 15X18 12X15 21X18  Y Dishw E No D, BLINDS, FAMILY IV, CIRCOF	ith over 700 vood fireplace at custom be ur notice to a No exception 2MBR, BLCO SEPRAT, SIT BLTSHL, CEI DNSTRS, WB CEILFN, WIC FORDIN BUTLRPANTI GRDNWD, IS Bed On Washer Inc SHUTTRS, W	O sq ft, the control of the control	or, built in in amily room and be appleasurement: MCLOST, CLOS .11, AB, LCTP, TILE Ba Dn Oryer inc	bookshelve could talk! roved for a s are appro Master Bai 3rd Bedroo Sth Bedroo Eamily Roo Living Roo V N Oven Desc Flooring Fence W CUREN	s & office Wow! Hu showing. ximate, b th 2 om 1 om 2 om 2 om 2 OryerUtil COKTOP. TILE F/BLOCK	Separage poor Must puyers a 1X16 SX16 SX16 SX16 SC. E. DBLC	ate grade with the control of the co	cust house custom re e proof of to verify: SNK, MAK FUB, TUB. FN, WICI TMCLOST, TRS DOK, ENT NT Egyption WRTIRON Egypti	se with bock water funds of all infonctions, SE JECT LOS, WB.  DISTRIBUTE TO STATE T	edrooi rfall. or pre-: mation PSHW, ATH S, WBA RMAL,	n, bath & approval ,

RECORDING REQUESTED BY:

Reliant Title

2485 Village View Dr. Ste. 160

Henderson, NV 89074

Escrow No.: 201-1800648-SLE

WHEN RECORDED MAIL TO and MAIL TAX STATEMENTS TO:

Jane Popple P.O. Box 30265 Las Vegas, NV 89173

R.P.T.T.: \$6,120.00

A.P.N.:

162-04-210-019

Inst #: 20180523-0000025

Fees: \$40.00

RPTT: \$6120.00 Ex #: 05/23/2018 07:52:06 AM Receipt #: 3408856

Requestor:

RELIANT TITLE · HENDERSON Recorded By: COEC Pgs: 4

DEBBIE CONWAY

**CLARK COUNTY RECORDER** 

Src: ERECORD
Ofc: ERECORD

#### GRANT, BARGAIN, SALE DEED

THE INDENTURE WITNESSETH: That Lewis Family Trust

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and

Convey to Jane Popple, an unmarried woman

all that real property situated in Clark County, State of Nevada, bounded and described as follows:

#### Parcel I:

A portion of Block No. Fourteen (14) and part of Sixteen (16) of Scotch Eight Add Resub, as shown by map thereof on file in Book 4 of Plats, Page 44 and 44 A, in the Office of the County Recorder of Clark County, Nevada.

Commencing at the Southeast corner of Block No. 16, in the said Scotch Eighty Addition (resubdivision) the true point of the beginning, thence South 2 Degrees 18 minutes 20 seconds Seconds West a distance of 76.12 feet to the Northeast corner of that parcel conveyed by Victor V. Kunkel and Marjorie H. Kunkel, his wife, to N.C Mac Pack and Ruby V. Mac Pack, his wife, and Abe Fox and Ellen Fox, his wife, by deed recorded May 22,1959, as document No. 161467; Official records, Clark County, Nevada; thence South 89 degrees 43 minutes 03 seconds West a distance of 149.68 feet to the Northwest corner thereof; thence North 0 degrees 33 minutes 57 seconds west to a point on the curved Southwesterly boundry off said Block No. 16; thence Southwardly and Eastwardly along said boundry along a curve having a radius of 35.00 feet to a point of tangency; thence North 89 degrees 36 minutes 157 seconds East, tangent to the last descibed curve a distance of 123.22 feet to the true point of beginning.

#### Parcel II:

Block No. 16 of Scotch Eighty Addition (Resubdivision) as shown by map thereof on file in Book 4 of Plats, Page 44 and 44A, in the Office of the County Recorder of Clark County, Nevada.?

Excepting therefrom a portion of Block No. 16 thereof; commencing at the Northwest corner of said Block No. 16, the True Point of Beginning; thence South 2 Degrees 18 minutes 20 seconds West along the Westerty line of said Block No. 16, a distance of 93.22 feet to a point of tangency; thence continuing along

said Westerly line along a curve to the left, having a radius of 16.00 feet to which the last described course is tangent to a point in which bears South 0 Degrees 33 minutes 57 seconds West from the Northwest corner of said Block No. 16: thence North 0 degrees 33 minutes 57 seconds East to the True Point of Beginning.

APN: 162-04-210-019

SUBJECT TO: 1. Taxes for the fiscal year 2017-2018.
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Date: May 9, 2018
Lewis Family Trust  BY Sandra S. Lewis  Trustee
STATE OF NEVADA
COUNTY OF
On this
Witness my hand and official seal, this the 18th day of May, 2018.
Notary Public: Where Edward  My Commission Expires: TIS 18

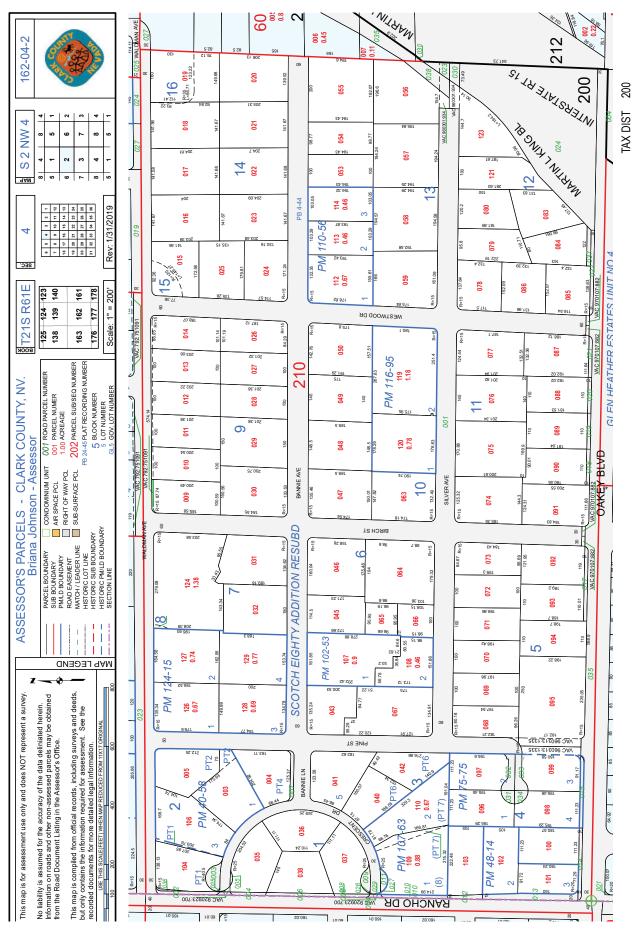
state of Neva Declaration of 1. Assessor Parc a) 162-04-210-01 b)	OF VALUE FORM cel Number(s)				
d)					
<ul><li>2. Type of Prope</li><li>a)</li></ul>				ECORDER'S OP	TIONAL USE ONLY
a) U Vacant La		Fam. Residenc	Docum	nent/Instrument N	o.:
e) Apt. Bldg.	,		1		Page
g) 🗆 Agricultura	al h) 🗆 Mobi	ile Home	- 1		
Other:			l l		
0 - 7.4.114.1	/O. I. D. J		Notes.		
	/Sale Price of Property u of Foreclosure Only		-t- A	***************************************	0.00
c. Transfer Tax		(value of prope	rty)		0.00
	rty Transfer Tax Due:			\$6,120.00	0.00
4. IF EXEMPTION	***************************************		,	<u> </u>	
		275 000 0	4t		
a. Hansier ia	ax Exemption, per NRS	375.090, Sec	tion:		
	ason for Exemption:				
	: Percentage Being Ti				
375.110, that the in supported by docume parties agree the di result in a penalty of	nformation provided is nentation if called upor isallowance of any cla	s correct to the n to substantial imed exemption us interest at 1	e best of the the the inform on, or other on the contract of t	neir information a nation provided he determination of n. Pursuant to N	NRS 375.060 and NRS and belief, and can be erein. Furthermore, the additional tax due, may IRS 375.030, the Buyer
Signature:				Capacity:	Grantor
Signature	Stdwa	us as	agent	Capacity:	Grantee
SELLER (GRANTO (REQUI	R) INFORMATION RED)			(REQUIRED)	MATION
Print Name: Lewis	Family Trust		Print Name:	Jane Popple	
	Waldman Avenue			P.O. Box 30265	
	egas egas			Las Vegas	
State: NV	Zip: 891(	)2	State:	NV	
COMPANY/PERSO	ON REQUESTING REC	CORDING (Red	quired if not		
***************************************	iant Title		Esc. #:	201-1800648	
***************************************	35 Village View Dr. Ste		***************************************		
City <u>Her</u>	nderson	State: NV	Zip:	89074	

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Prop	erty	Acc	cou	nt 1		nqui	ry -	Sı	UI	nm	ary	/ Scr	een
New Sear	ch	Recor	<u>der</u>	Tre	a	<u>surer</u>	Asse	esso	r		Clark	County	<u>Home</u>
Parcel ID	162-04-2	10-019		Tax	Υe	ear	2019	Dist	rict	2	00	Rate	3.2782
Situs Address:	1701 WA	LDMAN	AVFIA	S VEGA	S			J L					JL.
Legal Description		OR DES	CRIPTIC	N: SCO	TC	CH EIGHTY 21 61	ADD RE	SUB P	LAT	воок	4 PAGE	44 PT BLO	CK 14 & PT
Status:	Dr	perty Ch	aractori	etice	7		Property	Value			1   7	)	
Active	Tax Ca		1	31103	_	Land	rioperty	value	5 	66500	!	Property Do 052300025	5/23/2018
Taxable	Increase		4.2			Improver	nante		╠	176966	{	091800869	9/18/2017
Delinguent	Tax Ca	p Limit	7406.7	72	Ħ	<u> </u>	sessed Va	lue		243466	<u> </u>	082004105	8/20/2003
<u> </u>	- Amount		1400.1	J	_	Exemption				0	1	2904048	3/29/2002
	Tax Ca Reduction		574.57	7		<u></u>	ssed Valu	е		243466	ļ	2004040	0/20/2002
	Land U	se	1-10 S Family Reside	Ü		Construct	on Value Nion			0			
	Cap Ty	pe	OTHE		┪	Supp Val				0			
	Acreag		0.7300		┪				,	***************************************	,		
	Exempt Amount		0.00		٦								
	Exempt Type	tion	A : Pe Exemp T	rsonal tion (Any									
Role Name		Addres	SS									Since	То
Owner POPPL	E JANE	РОВ	OX 3026	55 , LAS	VE	EGAS, NV	39173 UNI	TED S	STA	TES		6/3/2018	3 Current
Summary													
Item						Amount							
Taxes as Assesse							\$7,981.3	0					
Less Cap Reducti	on						\$574.5						
Net Taxes							\$7,406.7	'3					
PAST AND CURR	ENT CHAR	GES DU	E TODA	Y					$\neg$				
Tax Year	Charge Ca								┪	Amount	Due Too	lav	
2019	Property Ta	ax Princip	oal				<u> </u>	***************************************	T				\$7,406.73
2019	Las Vegas	Artesian	Basin								************	***************************************	\$1.78
2019	Property Ta	ax Penalt	y										\$1,111.40
2019	MAILING F	EE											\$2.00
CURRENT AMOU	NTS DUE a	s of 4/15	/2019										\$8,521.91
NEXT INSTALLM	ENT AMOU	NTS	***************************************						1				
Tax Year	Charge Cat	egory			*****				In	stallmen	t Amoun	Due .	
THERE IS NO NE	XT INSTALL	MENT A	MOUN.	Γ DUE as	s o	f 4/15/201	9				***************************************		***************************************
									<b></b>				
TOTAL AMOUNT	S DUE FOR	ENTIRE	TAX YE	AR									
Tax Year	Charge Ca									Remair	ning Bala	nce Due	
2019	Property Ta											-	\$7,406.73
2019	Las Vegas												\$1.78
2019	Property Ta	ax Penali	ty						-	***************************************			\$1,111.40
									- 11				

http://trweb.co.clark.nv.us/print\_wep2.asp?Parcel=162-04-210-019&DateSelect=4/15/2019 4/15/2019

2019 MAILING FEE		\$2.00
TAX YEAR TOTAL AMOUNTS DUE a	s of 4/15/2019	\$8,521.91
PAYMENT HISTORY		
Last Payment Amount	\$1,777.05	
Last Payment Date	3/6/2018	
Fiscal Tax Year Payments	\$0.00	
Prior Calendar Year Payments	\$1,777.05	
Current Calendar Year Payments	\$0.00	





### SELLER'S REAL PROPERTY DISCLOSURE FORM

spects of the property which materially affect the value or use 13.140).  Date	Do you currently occu you ever occupied this	py or have property?	YES	NO D
Property address 1701 WALDMAN AV  Effective October 1, 2011: A purchaser may not waive the recupurchaser to waive this form. (NRS 113.130(3))	quirement to provide this form	LAS VEGAS		<b>nv</b> 98102 quire a
Type of Seller: Bank (financial institution); Asset Mana	gement Company; Owner-oo	cupier; 🔲 Øtl	/ her:	
Purpose of Statement: (1) This statement is a disclosure of the Disclosure Act, effective January 1, 1996. (2) This statement is known by the Seller which materially affects the value of the expertise in construction, architecture, engineering or any other so in the property or the land. Also, unless otherwise advised, the such as the foundation or roof. This statement is not a warranty transaction and is not a substitute for any inspections or warrant this form by the seller are not part of the contractual agreement agreement.	s a disclosure of the condition as e property. Unless otherwise ad specific area related to the constru- Seller has not conducted any insofany kind by the Seller or by a ties the Buyer may wish to obtain	nd information vised, the Sell action or condi spection of ger any Agent repron. Systems and	concernition of the control of the c	ing the property not possess any e improvements accessible areas he Seller in this ses addressed on
Instructions to the Seller: (1) ANSWER ALL QUESTIGPROPERTY. (3) ATTACH ADDITIONAL PAGES WITH YOMPLETE THIS FORM YOURSELF. (5) IF SOME ITE APPLICABLE). EFFECTIVE JANUARY 1, 1996, FADISCLOSURE STATEMENT WILL ENABLE THE PURCHASE AGREEMENT AND SEEK OTHER REM	YOUR SIGNATURE IF ADDI MS DO NOT APPLY TO YOU ILURE TO PROVIDE A PURCHASER TO TERMIN MEDIES AS PROVIDED B	TIONAL SPA UR PROPER PURCHASE ATE AN O' Y THE LAV	ACE IS R TY, CHE R WITH THERWI	EEQUIRED. (4) ECK N/A (NOT H A SIGNED ISE BINDING
Systems / Appliances: Are you aware of any problems and	or defects with any of the follow	wing;		
Electrical System	Shower(s)			
EXPLANATIONS: Any "Yes" must be fully explained of	on page 3 of this form.			
Seller(s) Initials				:a: _1_
cenci (s) minuis		ьи	yer(s) Int	uidis
Nevada Real Estate Division Replaces all previous versions	Page 1 of 5	Seller Real Pr		sclosure Form 5 07/25/2017

This form presented by Ilana L Shapiro | Prominent Realty Group LLC | 7027501700 | Eyeshaps@gmail.com

Property conditions, improvements and additional information:	<u>YES</u>	NO N/A
Structure:  (a) Previous or current moisture conditions and/or water damage?		
(b) Any structural defect?		Ę /
(c) Any construction, modification, alterations, or repairs made without required state, city or county building permits?	m	n/
(d) Whether the property is or has been the subject of a claim governed by		<b>4</b>
NRS 40.600 to 40.695 (construction defect claims)?	🗖	<u> </u>
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)  2. Land / Foundation:		>
(a) Any of the improvements being located on unstable or expansive soil?		D D
(b) Any foundation sliding, settling, movement, upheaval, or earth stability problems	-	621
that have occurred on the property?  (c) Any drainage, flooding, water seepage, or high water table?		
(d) The property being located in a designated flood plain?		ā'
(e) Whether the property is located next to or near any known future development?		
(f) Any encroachments, easements, zoning violations or nonconforming uses?	📮	
(g) Is the property adjacent to "open range" land?		<u>w</u> 3
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)  3. Roof: Any problems with the roof?		<b>b</b> /
4. Pool/spa: Any problems with structure, wall, liner, or equipment.		
5. Infestation: Any history of infestation (termites, carpenter ants, etc.)?	🗖	ď
6. Environmental:		
(a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks,		
contaminated water or soil on the property?		<b>/</b> 2
(b) Has property been the site of a crime involving the previous manufacture of Methamphetamine	_	-//
where the substances have not been removed from or remediated on the Property by a certified		
entity or has not been deemed safe for habitation by the Board of Heath?		<b>F</b> /
<ul><li>7. Fungi / Mold: Any previous or current fungus or mold?</li><li>8. Any features of the property shared in common with adjoining landowners such as walls, fences,</li></ul>	Ц	W/
road, driveways or other features whose use or responsibility for maintenance may have an effect		7
on the property?		
9. Common Interest Communities: Any "common areas" (facilities like pools, tennis courts, walkways or		
other areas co-owned with others) or a homeowner association which has any	_	
authority over the property?		
(b) Any periodic or recurring association fees?		5
(c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an		_
assessment, fine or lien?		
(d) Any litigation, arbitration, or mediation related to property or common area?		
(f) Any construction, modification, alterations, or repairs made without		
required approval from the appropriate Common Interest Community board or committee?		
10. Any problems with water quality or water supply?		
11. Any other conditions or aspects of the property which materially affect its value or use in an	_	m/
adverse manner?  12. Lead-Based Paint: Was the property constructed on or before 12/31/77?		
(If yes, additional Federal EPA notification and disclosure documents are required)		_
13. Water source: Municipal 🖾 Community Well 🗖 Domestic Well 🗖 Other 🗖		
If Community Well: State Engineer Well Permit # Revocable Permanent Cancelled	d 🗖	
Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water	Resources	
for more information regarding the future use of this well.  14. Conservation Easements such as the SNWA's Water Smart Landscape Program: Is the property a participant	19	<b>M</b> /
15. Solar panels: Are any installed on the property?		Ø/
If yes, are the solar panels: Owned 🚨 Leased 🔲 or Financed 🗖		D
16. Wastewater disposal: Municipal Sewer  Septic System Other Other	-	<b>a</b> /
17. This property is subject to a Private Transfer Fee Obligation?	Ц	Ц
EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.		
$\forall y$		
Seller(s) Initials Buyer(s) Initials		
Nevada Real Estate Division Page 2 of 5 Seller Real Property D		n 547
Replaces all previous versions  Revised  This form presented by Ilana L Shapiro   Prominent Realty Group LLC   7027501700    Eyeshaps@gmail.com	1 07/25/2017	InstanetFORMS

EXPLANATIONS: Any "Yes" to questions on pages 1 and 2 must be fully explained here.  Attach additional pages if needed.						
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Nevada Real Estate Division Replaces all previous versions

Page 3 of 5

Seller Real Property Disclosure Form 547 Revised 07/25/2017

This form presented by Ilana L Shapiro  $\dagger$  Prominent Realty Group LLC  $\dagger$  7027501700  $\dagger$  Eyeshapa@gmail.com

Instanet-ORMS

Buyers and sellers of residential property are advised to seek the advice of an attorney concerning their rights and obligations as set forth in Chapter 113 of the Nevada Revised Statutes regarding the seller's obligation to execute the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form". For your convenience, Chapter 113 of the Nevada Revised Statutes provides as follows:

#### CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

NRS 113.100 Definitions. As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

- 1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
- 2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
- "Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
  - 4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
  - 5. "Seller" means a person who sells or intends to sell any residential property.

(Added to NRS by 1995, 842; A 1999, 1446)

NRS 113.110 Conditions required for "conveyance of property" and to complete service of document. For the purposes of NRS 113.190 to 113.150, inclusive:

- 1. A "conveyance of property" occurs:
- (a) Upon the closure of any escrow opened for the conveyance; or
- (b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.
- 2. Service of a document is complete:
- (a) Upon personal delivery of the document to the person being served; or
- (b) Three days after the document is mailed, postage prepaid, to the person being served at his last known address.

(Added to NRS by 1995, 844)

NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property. The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

- 1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.
  - 2. Provides notice:
  - (a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.
  - (b) That the disclosures set forth in the form are made by the seller and not by his agent.
- (c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.

(Added to NRS by 1995, 842)

NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.

- 1. Except as otherwise provided in subsection 2:
- (a) At least 10 days before residential property is conveyed to a purchaser:
  - (1) The seller shall complete a disclosure form regarding the residential property; and
  - (2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.
- (b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:
  - (1) Rescind the agreement to purchase the property; or
  - (2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.
  - 2. Subsection 1 does not apply to a sale or intended sale of residential property:
  - (a) By foreclosure pursuant to chapter 107 of NRS.
  - (b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
  - (c) Which is the first sale of a residence that was constructed by a licensed contractor.
- (d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.
- 3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.
- 4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:
  - (a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and
- (b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.
  - 5. As used in this section:
  - (a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.
  - (b) "Service report" has the meaning ascribed to it in NRS 645H.150.

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598; 2011, 2832)

Seller(s) Initials

Buyer(s) Initials

Nevada Real Estate Division Replaces all previous versions Page 4 of 5

Seller Real Property Disclosure Form 547
Revised 07/25/2017

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NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.

- 1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:
  - (a) Provide to the initial purchaser a copy of NRS 11.202 to 11.206, inclusive, and 40.600 to 40.695, inclusive;
- (b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and
- (c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.
  - 2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may reseind the sales agreement.
- 3. The initial purchaser may waive his right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

(Added to NRS by 1999, 1446)

NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.

- 1. NRS 113.130 does not require a seller to disclose a defect in residential property of which he is not aware.
- 2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.
- 3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself. (Added to NRS by 1995, 843; A 2001, 2896)

#### NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

- 1. If a seller or the seller's agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.
- 2. If, before the conveyance of the property to the purchaser, a seller or the seller's agent informs the purchaser or the purchaser's agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:
  - (a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or
  - (b) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.
- 3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:
  - (a) On the holder of any escrow opened for the conveyance; or
  - (b) If an escrow has not been opened for the conveyance, on the seller or the seller's agent.
- 4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser's agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and eastorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.
- 5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:
  - (a) An officer or employee of this State or any political subdivision of this State in the ordinary course of his or her duties; or
- (b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.
- 6. A purchaser of residential property may waive any of his or her rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

(Added to NRS by 1995, 843; A 1997, 350, 1797)

The above information provided on pages seller's knowledge as of the date set fort DEFECTS ARE DISCOVERED AND/O Seller(S)	th on page one (1). SELLER HA	S DUTY TO DISCLOSE TO E WORSE <i>(See NRS 113.130(1</i>	BUYER AS NEW
Seller(s):		Date:/	
BUYER MAY WISH TO OBTAIN PRO FULLY DETERMINE THE CONDITION has/have read and acknowledge(s) receive Chapter 113.100-150, inclusive, attached	ON OF THE PROPERTY AND I' pt of a copy of this Seller's Real P	TS ENVIRONMENTAL STAT	fUS. Buyer(s)
Buyer(s):		Date:	
Buyer(s):		Date:	
Nevada Real Estate Division	Page 5 of 5	Seller Real Property Disclos Revised 07/2:	
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This form presented by Ilana L	Shapiro   Prominent Realty Group	, mrc   ,on, ser, oo	<b>Instanet</b> FORMS









































### Why would a seller choose auction rather than a traditional listing?

The answer is simple: You want to sell your property in the manner best suited to your situation and your real estate.

The advantages of listing versus auction are different for each individual seller. We believe that providing our sellers with an option that best allows us to serve their unique needs.

With the auction method, the seller sets the time and date of the sale and buyers act on their schedules and terms. Down payments, closing time frames, can be set up to eliminate negotiations and the seller can guarantee a firm sale. There is a greater amount of control with an auction than there is with a traditional listing. At Real Estate Resolution Corp. the time from which we sign a contract to completion of the auction, is typically 45 days.

Auctions are particularly well suited when a property is left unattended, or the seller requires a quick sale with a known time lime. Because there are no contingencies associated with the sale, this can be a relief to a seller who is already handling the many tasks associated with the sale of a property.

Our clients often require more flexibility than a traditional sale can offer. There are many issues that go beyond simply selling real estate when dealing with a down-sizing situation, estate settlement or the need for a quick sale. These clients often choose the auction method because it is the best way to maximize exposure and price, while minimizing time and carrying costs.

Real Estate Resolution Corp. is committed to ensure that our sellers get the best value for their property at the least inconvenience to them.

### Tips For the Buyer

### View the Property

All of our properties are available for viewing at one or more pre-set open house times. If any appointment is required, this will be announced clearly in the brochures, newspaper ads and our web site. If you are not available to view the property on any of the pre-established viewing / inspection dates, we would be pleased to arrange alternate viewing times for all qualified buyers.

### Request a property information package

If you have some interest in bidding on a property, make sure to get a property information package. You may not bid on a property at Real Estate Resolution Corp. until you have signed that you have received, read and understood the property information package.

### Do your due diligence

We want you to be confident about your buying decision. While we aim to provide you with as much information as possible, we are happy to arrange for your own contractors or inspectors to view the property. Remember that auctions are final and unconditional.

### Arrange financing

When Real Estate Resolution Corp. sells a property, it is for cash, with no conditions and typically closes in 30 days. This means that you will not be permitted to bid on a conditional basis. You must know prior to bidding that you are pre-approved with a mortgage, or that you have the cash in hand.

### **Deposit requirements**

Make sure that you have the required deposit amount accessible upon short notice, or on hand. The deposit terms are always listed clearly in the property information package. Make sure you read the deposit terms and ask an auction representative if you are not sure what the requirements are.

### Register to bid

Anyone interested in bidding must register for the auction and obtain a bid card. You may register a bid on the property at an open house, at our offices, by far, or in person at the registration desk just prior to the live auction. You may not bid on a property without having properly registered.

### What can I expect on auction day?

### How will the auction start?

When selling by live auction, we require every registered bidder to provide an opening bid on the bid certification registration form, and the live auction opening bid could simply start at the highest opening bid provided. Everyone who registers and submits a bid is eligible to bid at the auction. The Auctioneer will move at an appropriate pace to ensure that every person clearly understands the amount of the previous bid. You will have the opportunity to bid as many times as you like.

### Start the bidding!

Do not be afraid to start bidding with a strong opening bid!

The stronger your opening bid, the more likely you are to be the ultimate winner!

### **Bid Assistants**

You will see bid assistants at all of the Real Estate Resolution Corp. live real estate auctions. These people are there to answer your questions during the auction and to assist you with the bidding. No questions will be entertained by the auctioneer and Seller after opening announcements. All questions must be directed to a bid assistant.

### **Ending the auction**

Upon conclusion, the highest bidder will be declared the buyer subject to approval of the Seller. The Auctioneer's decision is final. If you are the high bidder, you will immediately sign the agreements of purchase and sale and provide a deposit in the specified amount.

#### **BIDDER REGISTRATION FORM**

By signing this certification and returning it to the offices of Real Estate Resolution Corp., or an employee therein, I hereby certify that:

- 1. I acknowledge that I have received a property information package.
- 2. I have read the auction terms, rules and bidding format as set out by Real Estate Resolution Corp., as contained in the property information package and I completely understand them.
- 3. I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
- 4. I certify that I currently have sufficient funds to meet the "deposit" requirements as called for by the agreement of purchase and sale.
- 5. I have examined the proposed agreement of purchase and sale given to me as part of the property information package and understand that it is a legally binding contract and it is not contingent upon financing, further inspection, insurability, or anything else.
- 6. I understand that if I am declared the highest bidder as a result of the auction, I will be required to sign the agreement of purchase and sale immediately. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
- 7. I understand that a 12% buyer's premium will be added to my final bid and is due in addition to my final bid to complete the final purchase price.
- 8. I understand that Real Estate Resolution Corp. and all of its representatives are working for the Seller and there is no relationship of dual agency.
- 9. I understand that the purchase price of the property will become public information immediately following the auction and that this information may be published.
- 10. I understand that my registration for this auction will not be accepted without providing an opening bid (space provided on this form) and this constitutes a binding bid.

OPENING BID AMOUNT: \$	(plus 12% Buyer's Premium)
SIGNATURE:	
PRINTED NAME:	DATE:
WITNESS SIGNATURE:	
ADDRESS:	
PHONE:	EMAIL ADDRESS:
HOW I HEARD ABOUT THE AUCTION:	

### Real Estate Resolution Corp

### PURCHASE SETTLEMENT AGREEMENT

This Purch between Jane Poppl	ase Settlement Agreement is le (Seller)	made as	of May 25th, 2019,	_(Purchaser) and
by Purchas hereinafter	er to Real Estate Resolution C	orp. (the , and Pu	e Hundred Thousand (the "De "Auction Firm") and the mutu chaser agrees to buy, the followon, commonly known as:	al covenants
Property) Legal Subo	701 Waldman Avenue, Las division: Scotch Eighty 62-04-210-019	Vegas, N	Jevada, 89102 (The	
The	purchase and sale of the Prop	erty shal	l be on the following terms ar	d conditions:
Te en	rms") shall be deemed part of tirety. In the event of a conflic	this Con t betwee	tion Terms and Conditions (the tract as is set forth in this Cont in the terms and conditions of t ind conditions of the Auction T	tract in their his Contract and
	(a) Purchaser shall pay otherwise agreed upon be The Auction Firm shall be settlement for application Purchaser when instruct or (iii) in the event of Puscher for application as the Deposit while held be Firm.  (b) Purchaser shall pay to in cash, by wire transfer (c) Purchaser acknowle	the Depoy the Au hold the led to do urchaser's set forth y the Au the rema , or by co	is the full purchase price for the he Purchase Price") as follow osit to the Auction Firm in cash actioneer upon the execution of Deposit and shall (i) pay it over payment of the Purchase Price, so by Seller upon the conditions default and at Seller's option, in Paragraph 8 below. Any intection Firm shall be retained by inder of the Purchase Price to Sertified or cashier's check.	s: n or as may be f this Agreement. r to Seller at n (ii) return it to ns set forth herein, pay it over to erest accruing on the Auction  Seller at settlement a Buyer's Premium
Purchase F Deposit	Purchase Price	Plus Equal Less	\$\$ \$\$ \$\$100,000.00	- -

- 3. Settlement and Possession. Settlement shall take place on or before June 25<sup>th</sup>, 2019, which is thirty (30) days from the date hereof at the offices of Purchaser's attorney, who shall be the settlement agent in connection with this transaction delivered to Purchaser at settlement following payment of the Purchase Price, subject to the rights of the tenants, if any. TIME IS OF THE ESSENSE AS TO THE COMPLETION OF SETTLEMENT.
- 4. Title. Seller shall convey the Property to Purchaser by Grant Bargain Sale Deed. Purchaser's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorum real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and physical inspection of the Property would reveal; and (v) ordinary and customary easements, encumbrances and other restrictions of record. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect, and Seller may, at its sole discretion, extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempts but is not successful in curing the title defect, Purchaser shall have the option to; (1) terminate this Agreement, in which case Seller shall instruct the Auction Firm to return the Deposit (less any accrued interest) to Purchaser and neither party shall have any Further obligation or liability to the other; or (2) waive the title defect and proceed to settlement hereunder, without any adjustment or modification of the Purchase Price. If an owner's title insurance policy can be obtained without extraordinary Exception or with affirmative protection over any title defect, Purchaser shall be required to waive its objection to the title defect.
- 5. Settlement Costs. Real estate taxes, rent, and other apportion able items (if any) will be prorated at settlement. Seller shall pay the grantor's tax and the cost of preparing the deed; all other recording costs, taxes, fees, and closing expenses shall be paid by Purchaser. Each party hereto shall be responsible for paying its own legal fees incurred under this Contract, whether or not closing occurs.
- 6. Eminent Domain. In the event of a taking of the Property or any portion thereof by eminent domain after the date hereof but before settlement, Purchaser shall, within ten (10) days of the taking, either (i) terminate this Contract by written notice to Seller, in which event Purchaser shall be entitled to the return of the Deposit (less any accrued interest) and neither party shall have any further liability to the other, or (ii) elect to proceed to settlement without a reduction in the Purchase Price, in which event Seller shall convey to Purchaser the portion of the Property not taken and shall assign to Purchaser all of Seller's rights, title, and interest in any condemnation award arising from and pertaining to the taking of the Property.
- 7. Property Sold As Is. Purchaser acknowledges that it has examined and inspected,

and is satisfied with, the physical condition of the Property and the improvements thereon. PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS OR WILL BE SOLD "AS IS, for tax reporting WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF. Purchaser further Acknowledges that neither Seller nor Auction Firm have made or extended to Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property or with regard to its compliance with the Americans with Disabilities Act of 1990, if applicable, and Purchaser hereby assumes sole responsibility therefore, indemnifies and agrees to hold Seller and Auction Firm, and each of their affiliates, agents, directors, Employees and attorneys harmless from and waives any right, action, claim or Cause of action it or its successors or assigns may now or in the future against Seller and Auction Firm, and each of their affiliates, agents, directors, employees or attorneys with regard thereto. If the improvements on the Property are damaged after the date hereof but before settlement, Seller may (but shall not be obligated to) attempt to repair the improvements and, at Seller's Sole option, there shall be a reasonable extension of the settlement date in which Seller may attempt to complete the repair. If Seller notifies Purchaser that Seller does not intend to attempt repair, or if Seller attempts but is not successful in effecting repair and so notifies Purchaser, within ten (10) days of either such notification Purchaser shall either terminate this Agreement, in which case Purchaser shall be entitled to the return of the Deposit (less any accrued Interest) and neither party shall have any further liability to the other, or (ii) waive any objection to the damage and any right to reduce the Purchase Price in which case Seller shall convey to Purchaser the Property with such damaged improvements as are there thereon and shall assign to Purchaser all of Seller's right, title and interest to any insurance proceeds, if any, received or to be received in payment of damage to the improvements (but no other insurance proceeds, such as proceeds from damage to personal property).

- 8. Default. If Purchaser defaults hereunder, Seller may retain the Deposit and may also pursue such remedies as are available to Seller at law or in equity, including without limitation, an action for specific performance. If Seller defaults hereunder, Purchaser's sole remedy shall be the return of the Deposit (less any accrued interest) and the Purchaser expressly and unconditionally waives and releases any other claim, demand injury, or cause of action, whether at law or in equity. A termination of this Contract pursuant to the termination provisions set forth in paragraphs 4, 6, and 7, shall not be deemed to be a default of either party hereunder.
- 9. Notice. Any notice, request, or demand required or permitted hereunder will be in writing and will be delivered by hand, sent by express courier service, or sent by U.S. certified mail, return receipt requested, postage prepaid, if to Seller, to 21800 Towncenter Plaza Suite 266A, Sterling, VA 20164, and if to Purchaser, to the address set forth below under the Purchaser's signature, or to such other

Address as the party to receive such notice may hereafter specify by written notice to the other. Any such notice will be deemed given on the date of actual hand delivery, one (1) day after being sent by express courier service or two (2) days after deposit in the U.S. mail, certified.

- 10. Agency Disclosure. Seller and Purchaser acknowledge and agree that the Auction Firm and its agents and broker(s) have acted on Seller's behalf as Seller's agent in connection with this transaction. Seller and Purchaser also confirm that this disclosure of agency relationship has been made in writing.
- 11. Miscellaneous. Except as set forth above, each party hereto represents that it has not involved any agent, broker, or finder in this transaction other than And agrees to indemnify, defend, and hold the other Party and the Auction Firm harmless from any claim in connection therewith. The provisions of this Contract shall survive settlement. The parties hereto acknowledge that neither has relied upon any oral representation of the other or of the Auction Firm, that no such oral representation will affect in any way the terms of this Contract and that this Contract represents the final and complete understanding between the parties. This Contract cannot be modified or amended, and no waiver or any provision hereof shall be effective, unless in writing executed by the parties hereto. This Contract shall be construed, performed and enforced in accordance with the laws of the State of Nevada without regard to the conflicts of laws provision of Nevada law. Except as provided in Paragraphs 6 and 7, the risk of loss or taking shall remain with the Seller until settlement. This Contract shall inure to the benefit of and will bind the parties hereto and their respective heirs, personal representatives, successors and assigns. Purchaser may not assign its rights under this Contract without the prior written consent of Seller and Auction Firm, which consent Seller and/or Auction Firm may withhold in their sole and absolute discretion. Any such assignment to which Seller and Auction Firm consent shall not release Purchaser from any liability hereunder. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive here from, nothing herein shall be construed to make the parties hereto partners or joint ventures or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of Seller and Purchaser with regard to the Property. All parties to this Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties. If any provision of this Contract or the application thereof is deemed unenforceable for any reason, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect. Notwithstanding any mention of specific acreage in any description of the Property, the parties hereby agree that the Property is being sold in gross and not by the acre. The parties' rights and obligations hereunder shall not be affected if a subsequent survey of the Property reveals a different acreage. TIME IS OF THE ESSENCE IN CONNECTION WITH THIS CONTRACT.

WITNESS the following signatures:		
SELLER:	PURCHASERS:	
Signature	Signature	
Print Name	Print Name	-
Signature	Signature	
Print Name	Print Name	
	PURCHASERS ADDRESS/TEI	LEPHONE
	Home Phone:	
	Cell Phone: Work Phone:	-

Title Company for closing: ATTORNEY NAME/TELEPHONE # Richard L. Tobler, Esq. Richard L. Tobler, Ltd. 3654 North Rancho Drive, Suite 102, Las Vegas, Nevada, 89130.

Ph: 702-256-6000 Fax: 702-256-2248



# RERC

Real Estate Resolutions. So You Can Move On!

### FOR MORE INFORMATION

Please contact us at:

Ph: 703-661-7075

703-989-8416

Fx: 703-661-7092

Email: events742@gmail.com

www.RealEstateResolutionCorp.net

Or call our Director of Marketing
Maureen Connolly
804-725-6185









# Thinking about downsizing or making a major move? Selling a major asset? Settling an estate? Overwhelmed?

Real Estate Experts help you get the best market value for your property

Transition Specialists take great care managing the tasks for preparing your home for auction, cleaning, apprais- ing, packing, moving and managing the auction of extra assets.

You move on with confidence. To learn more please visit www.realestateresolutioncorp.net or call: 866-712-0920
Or
571-218-5710
703-989-8416



## 12% BUYERS PREMIUM TO BE ADDED TO THE FINAL BID PRICE ON THE HOME.

















































































































































## **Special Notice**

## **ATTENTION PROSPECTIVE BIDDERS:**

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