



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1 (PAGE 1 OF 2)

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other Court Confirmation Hearing & Overbid, dated \_\_\_\_\_, on property known as \_\_\_\_\_ 2707 W Jefferson Blvd, Los Angeles, CA 90018-3322

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant") and Byron Z. Moldo, Referee is referred to as ("Seller/Landlord").

- 1. The Seller of a 100% interest is: Byron Z. Moldo, Court Appointed Referee pursuant to the orders of the Court in: FELICE E. WARD ROSTON, et al., Plaintiffs, v. LYNDA WARD STEVENSON, Defendant, subject to court confirmation in Los Angeles Superior Court Case No. BC668194.
2. The Property is being sold AS IS, WITH ALL FAULTS, in its present condition, without any representations or warranties of any kind as to the Property's condition, including but not limited to any warranty as to fitness for use, structural fitness for a particular use, or condition of the property, and the Seller has no obligation to correct any condition of the property, whether known before or after the date of court confirmation. Buyer is urged to make a full and complete inspection and investigation of the Property prior to purchasing. The Buyer's purchase of the Property shall be based solely upon the Buyer's inspection and investigation of the Property and all documents related thereto, or their opportunity to do so.
3. The sale shall have NO CONTINGENCIES.
4. It is the Buyer's and successful Bidder's obligation to arrange for their own investigation of the Property and obtain all necessary disclosures from the Seller prior to purchasing/bidding on it during the Court's sale confirmation hearing. The Buyer acknowledges that if they have not investigated the Property or not obtained disclosures from the Seller prior to purchasing/ bidding at open court, then he/she have assumed the risk regarding any conditions/issues that would have been discoverable upon a reasonable inspection and/or inquiry. The Buyer acknowledges that the Seller is selling the Property as a representative and has no duty to inspect the subject Property itself.
5. Although this is a sale through court confirmation, the Seller is not exempt from common law and statutory duties concerning fraud and deceit.
6. Any representations made by Seller, which has been made or will be made that is to the best of the Seller's knowledge, shall mean and apply to the current actual knowledge of Byron Z. Moldo, Referee, and his agents, without any duty to investigate. Seller shall not be charged with the knowledge of the acts, omissions and/or knowledge of any other persons or entities.
7. Retrofit items pertaining to Paragraph 7.B.(2i),(2ii), and (2iii) shall be completed prior to close of escrow and paid for by Seller. \*\*\*END OF ADDENDUM PAGE 1\*\*\*

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Seller/Landlord Byron Z. Moldo, Referee
Buyer/Tenant \_\_\_\_\_ Seller/Landlord \_\_\_\_\_

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ADDENDUM

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No. 1 (PAGE 2 OF 2)

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other Court Confirmation Hearing & Overbid, dated \_\_\_\_\_, on property known as \_\_\_\_\_ 2707 W Jefferson Blvd, Los Angeles, CA 90018-3322

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant") and Byron Z. Moldo, Referee is referred to as ("Seller/Landlord").

8. As a court-confirmed sale of real property, this sale is FINAL and, should the buyer fail to complete the sale, damages can be awarded against buyer from buyer's deposit. It is highly recommend that the Buyer seeks advice from a real estate broker/ agent and/or attorney experienced with court confirmation sales of real property prior to purchasing/bidding, to become fully informed of their rights and obligations.

9. The Seller's broker/agent holds a contract granting them the exclusive right to sell the Property. The Seller's broker has executed a broker cooperating agreement with Buyer's broker/agents for a 3.0% commission. In the event any Bidder is represented by a broker/agent other than Seller's broker, Seller's broker will be entitled to 3.0% commission. Final commission to both Seller's broker and Buyer's broker is subject to court approval.

\*\*\*END OF ADDENDUM PAGE 2\*\*\*

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Seller/Landlord \_\_\_\_\_

Byron Z. Moldo, Referee

Buyer/Tenant \_\_\_\_\_ Seller/Landlord \_\_\_\_\_

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