

# Matt Martin

**REAL ESTATE MANAGEMENT**

13809 Research Blvd. Suite 200  
Austin, TX 78750  
P: 512.402.5879 TF: 888.632.4481

## HUD Ratified Sales Contact

Case Number: **161-273395**

Address: 818 Clinton Ave, Des Moines, IA 50313

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Purchaser(s) **Michael Schultz Jr.**

Contract Date: 7/17/2015

EMD: \$1,000

Expiration Date: **8/31/2015**

Sale Type: Investor

Financing Type: Conventional

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Selling Agent: **Brent Kelso**

Escrow Officer: **Joshua Morse**

Selling Broker: Silverado Realty Llc

Company: Thomas Moens Law Office

Agent Phone: (515) 333-1710

Phone: (309) 736-3117

Agent Email: bkelsonc@yahoo.com

Fax: joshua@thomasmuens.com

Listing Agent: **Joyce Whitaker**

Listing Broker: Iowa Realty Company Inc

Agent Phone: (515) 978-1289

Agent Email: stevencamerona@iowarealty.com

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**Purchase Price:**

**\$56,000.00**

Closing Costs:

Line 5

\$0.00

Selling Broker: SLVRAD9860: Silverado Realty Llc

Line 6a

\$1,680.00

Listing Broker: IWRLTY1647: Iowa Realty Company Inc

Line 6b

\$1,680.00

*Total Requested (Paid by HUD):*

*\$3,360.00*

**NET TO HUD**

**\$52,640.00**

**Please Note:** HUD Does NOT allow commissions to be split and dispersed directly to agents or multiple entities. Commission must be disbursed directly to the Listing Broker and Selling Broker listed above. **ANY UNPAID ITEMS IN LINE 5 ARE TO BE CREDITED TO HUD.**

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**Contract Extensions:** Requests for extensions of time to close must be submitted no later than 5 days prior to the contract expiration date. To request a 15-day extension you must contact the Closing Agent and provide: **1.) MMREM Extension Request Form 2.) Proof that the loan approval is imminent and 3.) Payment in the amount of \$375.00, payable to HUD** to be sent to MMREM for processing, No personal checks will be accepted.

**Home Inspection/Appraisal:** The Selling Agent and purchaser(s) are responsible for any Utility Activation, Home Inspection, Appraisal and Re-Winterization by contacting the HUD Field Service Manager (FSM).  
HUD FSM: CITYSIDE MANAGEMENT CORPORATION

**AS-IS Policy:** This property is being sold in it's As-Is condition. It is the responsibility of the purchaser to have a home inspection to ensure that they accept the current condition of the property. Purchaser **repairs prior to closing are NOT allowed** and will result in the immediate cancellation of the sales contact.

**Sales Contract**  
**Property Disposition Program**

U.S. Department of Housing and Urban Development  
 Office of Housing  
 Federal Housing Commissioner

HUD Case No.  
**161-273395**

- I (We), Michael Schultz Jr.  
 (Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:  
818 Clinton Ave, Des Moines, Polk, IA 50313  
(street number, street name, unit number, if applicable, city, county, State)
- The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: Michael Schultz Jr., and Becky L. Schultz, a married couple
- The agreed purchase price of the property is .....> 3. \$ 56,000.00  
 Purchaser has paid \$ 1,000.00 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by Moens Law
- Purchaser is applying for FHA insured financing [  203(b),  203(b) repair escrow,  203(k) ] with a cash down payment of \$ \_\_\_\_\_ due at closing and the balance secured by a mortgage in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.)  
 Said mortgage involves a repair escrow amounting to \$ \_\_\_\_\_  
 Purchaser is paying cash or applying for conventional or other financing not involving FHA.
- Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed .....> 5. \$ 0.00
- Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of .....> 6a. \$ 1,680.00
- If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: .....> 6b. \$ 1,680.00
- The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) .....> 7. \$ 52,640.00
- Purchaser is:  owner-occupant (will occupy this property as primary residence)  investor  
 nonprofit organization  public housing agency  other government agency. Discount at closing: \_\_\_\_\_ %  
*Discount will reduced by amounts, if any, listed on Line Items 5 and 6.*
- Time is of the essence as to closing. The sale shall close not later than 45 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or Moens Law
- If Seller does not accept this offer, Seller  may  may not hold such offer as a back-up to accepted offer.
- Lead based paint addendum  is  is not attached; Other addendum  is  is not attached hereto and made part of this contract.

12. ~~Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser's Initials: [Redacted] Seller's Initials: [Redacted]~~

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.  
**Certification of Purchaser:** The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands:  
 (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign) Michael Schultz Jr. [Signature] Purchaser(s) Address: 111 Phillip Place Indianola, IA 50125  
 Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) 482-98-7610 Phone No: (515) 537-3203 Date Purchaser(s) Signed Contract: 07/11/2015  
 Seller: Secretary of Housing and Urban Development By: (type name & title, & sign) Matt Martin Real Estate Management, LLC Date Contract Accepted by HUD: 7-17-15  
 X For HUD by Barbara Pulea

**Certification of Broker:** ~~Barbara Pulea, who is a member of the Equal Housing Opportunity Services, is authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.~~

Broker's Business Name & Address: (for IRS reporting) (include Zip Code) <u>Silverado Realty LLC 7847 105th Lane Indianola, IA 50125</u>	Broker's EIN or SSN: (include hyphens) <u>26-1879860</u>	SAMS NAID: <u>SLVRAD9860</u>
	Signature of Broker: Brent Kelso X <u>[Signature]</u>	Broker's Phone No: <u>[Redacted]</u>

Type or print the name and phone number of sales person: Brent Kelso: (515) 333-1710 / bkelsonc@yahoo.com

This section for HUD use only. Broker notified of:  
 Acceptance  Back-Up No. \_\_\_\_\_  
 Rejection  Return Earnest Money Deposit \_\_\_\_\_  
 Authorizing Signature & Date: [Signature] 7-17-15 JUL 16 2015  
MMREM-Austin

7/17/2015

**Matt Martin**  
REAL ESTATE MANAGEMENT

Brent Kelso:

Please allow us to congratulate your successful efforts in selling this home on behalf of the Department of Housing Urban Development. Your timely, accurate and complete contract package is certainly appreciated by the staff of Matt Martin Real Estate Management, who serves as the Asset Manager on behalf of HUD.

A fully executed copy of the Contract of Sale is attached for review and delivery to your purchaser. Mail-out closings are not permitted. If you do not receive this copy contact the marketing department of the regional office.

The Buyer Selected Closing Agent for this contract is:

Thomas Moens Law Office  
1523 52ND AVE  
MOLINE, IL 61265

Please refer associated parties, to include lenders, insurance agents, etc. to the settlement agent along with any questions directly related to the closing of the property.

**Please remember it is your buyer's responsibility to obtain his or her own home inspection. Matt Martin Real Estate Management strongly recommends a pre-closing home inspection be conducted by a qualified professional inspector since all home sales are made on an "as is" basis. Your assistance in helping to make the HUD home buying experience a happy and successful one for your purchaser is greatly appreciated.**

We sincerely hope that our efforts have served to support your representation of this client and provide a successful closing. We look forward to your next transaction.

Thank you,

Matt Martin Real Estate Management

# U. S. Department of Housing and Urban Development



Homeownership Center  
Real Estate Owned Division

Region VIII, Denver  
1670 Broadway Street  
Denver, Colorado 80202-4801

Phone: 1-800-225-5342  
Fax: 303-672-5040  
Web: [www.hud.gov](http://www.hud.gov)

March 19, 2013

MEMORANDUM FOR ~~FOR~~ All HUD Homebuyers, Real Estate Professionals and Lenders:

FROM: Eric R. Cobb, Director, Real Estate Owned Division,  
Denver Homeownership Center

SUBJECT: HUD's Limited Warranty of Title

The U.S. Department of Housing and Urban Development (HUD) has established procedures designed to promote the conveyance of clear title to its single family properties. Legally, however, HUD provides a purchaser with only a limited warranty of title as to the single family REO properties it sells. This limited warranty of title is provided in the "Special Warranty Deed" form which HUD uses in all single family property sales. Under this type of deed, HUD basically warrants only that HUD has caused no title defects during the period in which HUD owned the property. HUD does not warrant that there are no defects in the title which might have arisen prior to HUD's ownership of the property.

Although HUD takes reasonable steps to discover and clear any title defects which may have arisen prior to HUD's ownership, there are circumstances under which such defects are not discovered until after HUD has sold a property. HUD's limited warranty of title does not cover those defects.

To protect him or herself against such defects, a purchaser from HUD may wish to purchase an owner's title insurance policy on the property being purchased. The cost of such a policy is a buyer expense, but the amount may be paid from funds available on line 5 of the sales contract. Neither HUD, nor any contractor of HUD, can require that a purchaser obtain title insurance from any particular title insurance company.

NOTE: This notice is issued for general explanatory purposes only and creates no legally binding obligations on HUD. All legal title warranty rights, remedies, claims and defenses between HUD and its buyers are governed solely by the actual language used in HUD's Special Warranty Deed form. This notice is not intended to and does not expand or contract or any way alter the legal title warranty rights, remedies, claims or defenses available between the parties under the provisions of HUD's special warranty deed form. Buyers should consult with real estate professionals and /or legal professionals of their own choosing for personal advice on the effect and coverage of HUD's special warranty deed form.

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### Buyer Select Closing Agent Contract Addendum

**This form must be completed in its entirety and submitted with the actual purchaser signed sales contract.**

This contract to purchase is eligible for participation in the HUD "Buyer Select" pilot closing agent Program. It is the responsibility of the purchaser to choose their own escrow/closing company. HUD will not pay for the escrow/closing service. It will be the responsibility of the purchaser. Please note Line 9 of the HUD-9548 Sales Contract **MUST** contain the buyer selected closing agent listed on this form.

I/We authorize **MATT MARTIN REAL ESTATE MANAGEMENT** to release a copy of the sales contract and all applicable addenda/amendments for the following property to the closing agent/escrow company listed on this form.

FHA Case Number 161-273395

Property Address 818 Clinton Ave City Des Moines State IA Zip 50313

Buyers Name Michael Schultz Jr. Phone Number (515) 537-3203

Buyers Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Selling Broker Name Brent Kelso Phone Number (515) 333-1710  
Silverado Realty Llc

Listing Broker Name Brent Kelso Phone Number (515) 333-1710

Title Company/Closing Agent/Escrow Company Information

Company Name Moens Law Phone Number ((309))736-3117

Primary Contact Person Joshua Morse Phone Number ((309))736-3117

Secondary Contact Person \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Office Address 1523 52nd St., Moline, IL 61265


Email Address joshua@thomasmoens.com

Has this closing/escrow company previously registered with HUD?  YES  NO

If yes, please enter HUD Title ID# if known Moens0001

Purchaser's Signature  Date 07/11/2015  
Michael Schultz Jr.

Purchaser's Signature \_\_\_\_\_ Date 07/11/2015

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

**Received**  
**JUL 16 2015**

**MMREM-Austin**

# U.S Department of Housing and Urban Development (HUD)

## Closing Instructions

The following are **general** settlement instructions and may not provide all specific instructions for sales under special programs or circumstances.

FHA CASE NO.: 161-273395 DATE OF HUD'S OWNERSHIP: \_\_\_\_\_

PROPERTY ADDRESS: 818 Clinton Ave, Des Moines, Polk, IA 50313

BUYER(S) NAME: Michael Shultz Jr.

AMOUNT OF DISCOUNT BUYER RECEIVED: \_\_\_\_\_

AMOUNT OF UTILITY PAYMENT DUE: \_\_\_\_\_

As settlement /title company/agent, you must adhere to the following closing instructions to close this sale between the US Department of Housing and Urban Development (HUD) and the buyer identified on the attached executed sales contract. If you are unable to perform these tasks within the required time frame (as defined on line 9 of the HUD Form 9548), please notify the buyer's Real Estate agent immediately.

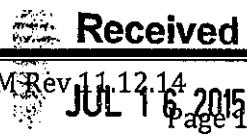
As the settlement agent/title company, you must meet all **applicable** local, state and federal standards. (See HUD's "Standards for Acceptable Closing Companies" contained in this document)

You must close this sale for only the buyer(s) identified on the executed sales contract, or amendment/addendum which has been executed by the buyers and HUD's delegated Asset Manager.

**EARNEST MONEY:** The Asset Manager has \_\_\_\_\_ has not X been included the earnest money with the fully executed sales contract. In the event the earnest money is held by the Asset Manager or the listing agent, the funds must be provided to the closing agent in sufficient time to fully fund the closing. Do not close without receipt of the earnest money.

**REAL ESTATE TAXES:** Real estate taxes for the current year shall be pro-rated to the date of closing. HUD will only pay for taxes currently due and will not pay or reimburse any party after closing if real estate taxes are reassessed by local government. The last payment was made on TBD in the amount of \$ TBD, which covers the following period of time: TBD to TBD.

**HOMEOWNER ASSOCIATION (HOA) FEES/DUES:** HUD will pay for HOA fees/ dues pro rated from the date of HUD's ownership to the date of closing. HUD will only pay for HOA fees/dues that are the legal responsibility of HUD during its ownership in accordance with State statutes. HOA Contact information available as follows:



HOA Name: \_\_\_\_\_  
HOA Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
HOA Fees Per Period: \_\_\_\_\_  
HOA Fee Period: \_\_\_\_\_

**RENTAL MONIES:** You will be provided special instructions from the Asset manager/HUD in case the property is being purchased by a HUD approved tenant.

**SPECIAL PROGRAMS:** HUD has a number of special programs, including the Good Neighbor Next Door (GNND) Sales program, in which the buyer receives a discount off the purchase price, as indicated on the executed sales contract. Such discounts are to be reflected on Lines 207/507 of Form HUD-1, Settlement Statement.

Further, some sales such as those under GNND require a second Note and Deed of Trust/ Mortgage and/or a Land Use Restriction Addendum. If applicable to this sale, special instructions for the completion of those documents are attached or will be supplied by the Asset Manager.

For properties covered by an Asset Control Area (ACA) Agreement, the Asset Manager, will provide additional closing instructions.

**CLOSING COSTS:** HUD will pay up to the amount on Line 5 of the executed sales contract, or up to 3% of the sales price, whichever is less, towards reasonable and customary closing costs and the amounts shall be annotated on the HUD 1 in accordance with the Real estate Settlement Procedures Act (RESPA). Any unused portion will be credited to HUD's proceeds.

**Buyer Select Closing Fee:** The purchaser is responsible for any and all closing fees up to the maximum allowed per State Law and Federal Regulatory requirements. The buyer may apply amounts listed on line 5 of the sales contract for payment of closing fees.

Recording fees for the Special Warranty/Grant Deeds transferring ownership from HUD to the buyer as stated on the executed sales contract, for the second Note/ Deed of Trust, if required for special HUD programs, and for special addendums, if required, such as Land Use Restriction Addendum, are the expense of the buyer. This expense may be covered from funds on Line 5 of the executed sales contract. If the buyer did not request funds on line 5, the amount to cover the cost of recording shall be collected from the buyer at closing. The recording of the Deed may not be relinquished to any other party.

**HUD-1 PREPARATION:** You must accurately prepare a Preliminary HUD-1 or Settlement Statement and provide it to the assigned Asset Manager at least three (3) business days in advance of the scheduled closing date for their review, approval, and return prior to closing. This can be accomplished electronically. The Preliminary HUD-1 should be uploaded to P260 via your Closing Agent Portal access or emailed to [PreHUD1@mmrem.com](mailto:PreHUD1@mmrem.com).

**DEED PREPARATION:** You must accurately prepare a Special Warranty or Grant Deed (where applicable) and provide it to the Asset Manager at least three (3) business days prior to the scheduled closing. **The Deed can be sent to Asset Manager electronically.** The Asset Manager will execute, notarize, and

**Received**

return an original signed Deed via overnight delivery. Include a return address which is accessible by their overnight mail carrier or courier service.

**EXTENSIONS:** Obtaining a signed extension of time to the contract agreement from the purchaser, if required, is the responsibility of the Asset Manager. **In no instance shall a closing take place on an expired sales contract.**

**WIRE PROCEEDS:** You must wire HUD's proceeds to the US Treasury via FEDWIRE the day of but not later than the next available banking day after closing, ensuring that the wired amount matches that of the executed HUD-1. The Asset Manager will provide specific wiring instructions, including the form to be used.

**DEED RECORDING:** You must ensure the deed and all other required documents are delivered for recording to the appropriate county recorders office no later than one (1) business day after closing.

**NOTIFICATION OF CLOSING:** You must update the actual closing date in P260 using your Closing Agent Portal access, notify the Asset Manager at [Postclosing@mmrem.com](mailto:Postclosing@mmrem.com) , and the assigned Field Service Manager at \_\_\_\_\_ via email on the day the scheduled closing has or has not occurred.

**POST CLOSING PACKAGE:** You must deliver a complete post closing package to Asset Manager not more than two (2) business days after the settlement date listed on the final HUD 1. **This may be performed electronically.** The Final HUD should be uploaded to P260 via your Closing Agent Portal access or emailed to [Postclosing@mmrem.com](mailto:Postclosing@mmrem.com).

The post closing package shall include scanned copies of the following:

- Final HUD-1 and the signed HUD-1 Certification;
- Copy of proceeds transfer to Treasury wire confirmation;
- Evidence that the deed was delivered for recording;
- Copy of any invoice HUD paid at the time of closing listed on the final HUD 1;
- Copy of the individual case disbursement log, accounting for all incoming and outgoing funds related to this transaction

**For special program sales: Original Note and copy of GNND or ACA Deed of Trust or Mortgage, with evidence it was delivered for recording must be overnighted to the Asset Manager.**

Submit closing package to:

Asset Manager	<b>MATT MARTIN REAL ESTATE MANAGEMENT</b>
Address Line 1	<b>13809 RESEARCH BLVD., SUITE 200</b>
Address Line 2	<b>AUSTIN, TX 78750</b>



**CANCELED SALE:** If the sale is canceled and is not immediately rescheduled, the deed must be returned to Asset Manager within two (2) business days of the original scheduled closing date. If the sale does not close on the scheduled date, notify Asset Manager immediately via email at [Postclosing@mmrem.com](mailto:Postclosing@mmrem.com) as to the date the closing is rescheduled or if it has been canceled. If the sale has not been rescheduled or is canceled, you shall scan the original of the signed deed, marked VOID in large letters across the front, and electronically deliver it to Asset Manager no later than the second business day after a closing is canceled. The original document will then be mailed to the Asset Manager that same day, along with the earnest money deposit and extension fees that are in your possession.

**FORFEITED EARNEST MONEY:** Comply with the earnest money forfeiture policy that was signed by the buyer(s) and is part of the executed sales contract package. Earnest money forfeitures are to be sent to the Asset Manager, payable to HUD, within four (4) business days of the earnest money disposition issued by the Asset Manager or expiration of the contract whichever shall occur first.

## Standards for Acceptable Closing Companies

**Buyer Selected Closing Companies (BSCC)** must certify that they meet the following standards:

1. **Eligibility Standard:** A BSCC must be an attorney, title company, or escrow company. In addition, any BSCC must meet all requirements of federal, state and local laws for the applicable entity type (e.g., if the property is in a state that bans attorneys from conducting a closing, an attorney may not be used as a BSCC).
  - a) **Use of attorneys** - An attorney or law firm may act as a BSCC, provided that they are duly licensed to practice law in the state where the property is located and state law allows an attorney to facilitate Real Estate closings.
  - b) **Use of title companies** - A title company may act as a BSCC, provided that they are duly licensed to do business in the state where the property is located, and are regulated by the State Insurance Commission, or similar regulatory agency recognized by the State.
  - c) **Use of Escrow Company** - An escrow company may act as a BSCC, provided that they are duly licensed to do business in the State where the property is located and meet all state legal and regulatory requirements as a recognized and registered escrow company.
2. **Insurance and Closing Protection Letter requirement:** Any BSCC must be covered by Errors and Omissions Insurance of at least \$1,000,000. Title companies shall provide a Closing Protection Letter (CPL) when required to insure against any improper handling of HUD's proceeds or deed.
3. **Conflict of Interest:** A BSCC who has, or whose immediate family member, or business associates have, a financial interest in the property shall not be involved in the closing process. Financial interest includes having an equity, creditor, lender, or debtor interest in any corporation, trust, or partnership with a financial interest in the property.

4. **Debarment or suspension:** No attorney, Title Company, Escrow Company, or BSCC, currently debarred, suspended, or otherwise excluded from participating in HUD transactions or Federal programs, may participate in any aspect of the closing or title clearance process.
  
5. **Non-Discrimination:** No BSCC, employee, or person or entity otherwise authorized to act for a BSCC agent may act in violation of Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act" Title VIII or Public Law 90-284) or Executive Order 11063. BSCC's, their employees, and any person or entity otherwise authorized to act on behalf of a BSCC shall (1) refrain from discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, national origin, age or handicap; (2) instruct their staffs in the policies of nondiscrimination and all applicable local, State, and Federal fair housing and non-discrimination laws.
  
6. **Failure to Abide by HUD's Closing Instructions:** Failure to adhere to HUD requirements or guidance may result in sanctions including, but not limited to civil money penalties or administrative action against any person, party, company, form or business.
  
7. **Special Instructions:**

I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts, certifications, or standards as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

I have read this document and can and will perform all the duties and tasks required by the terms of this document, and comply with all of the laws, regulations and standards specified in this document. I further understand and will comply with these instructions and requirements and any subsequently provided written instructions provided by HUD directly or through its Asset Manager, for the sales transaction named on the attached executed Sales Contract, and understand that my failure to comply with such instructions and requirements and/or perform such duties and tasks may subject me to sanctions, administrative actions, or civil money penalties.

Acknowledged Josh Morse Date 07/11/2015

Printed Name Joshua Morse Telephone# (309) 736-3117

Email joshua@thomasmoens.com

Company State Insurance License # 118242-3

HUD Title ID # MoensL0001

Moens Law  
1523 52nd St.  
Moline, IL 61265

This signed document MUST be returned to the Asset Manager no later than

**Received**

161-273395

BSCA\_GeneralClosingInstructions 4D 5D MMREM Rev 11.12.14

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**MMREM-Austin**



HUD Case Number: 161-273395

Property Address: 818 Clinton Ave

Des Moines, Polk, IA 50313

## IOWA ABSTRACT DISCLOSURE

Regardless of local customs, requirements, or practices, the Seller shall not pay any costs associated with building, rebuilding, or re-creation of an Abstract of Title in the event it cannot be located for continuation of sale on the subject property.

   
Purchaser's Signature Michael Schultz Jr. 07/11/2015  
Date

  
Purchaser's Signature 07/11/2015  
Date

  
Selling Broker/Agent Signature 07/11/2015  
Date

Received  
JUL 16 2015  
MMREM-Austin

Case #

161-273395

### Electronic Filing of HUD-9548 Contract Addendum

Purchaser(s) and Broker have elected to use the HUD-9548 contract form electronically downloaded and printed for the submission of their bid 10140921-12613115 (confirmation number) for case # 161-273395.

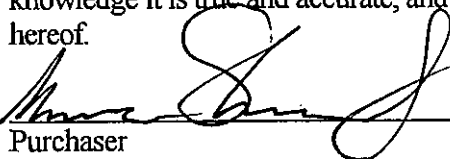

By doing so, all parties to this agreement certify, warrant, and represent that no information and/or content of the HUD-9548 contract has been altered or omitted in any manner. They further certify, warrant, and represent that this is a true and accurate copy of the HUD-9548 contract.



The broker and purchaser(s) further agree that (i) they read and understand their responsibilities, as stated in the "Conditions of Sale," which is a part of the HUD -9548 Sales Contract and (ii) no contract or binding agreement exists unless and until a written HUD-9548 Sales Contract, executed by the U.S. Department of Housing and Urban Development is returned to purchaser.



The broker and purchaser(s) knowingly execute this addendum with full understanding that "falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years (18 U.S. C. 1010, 35 59, 3571)."

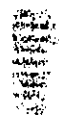
#### CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify to the best of their knowledge it is true and accurate, and that they agree to all of the terms and provisions hereof.

  
Purchaser  07/11/2015  
Date  
Michael Schultz Jr.  
Print Name (Purchaser)

  
Purchaser  07/11/2015  
Date  
\_\_\_\_\_  
Print Name (Purchaser)

  
Broker/Agent  07/11/2015  
Date  
Brent Kelso  
Print Name (Broker/Agent)

 **Received**  
**JUL 16 2015**

**MMREM-Austin**

07/11/2015



161-273395

Purchaser(s) Initials MBS

818 Clinton Ave, Des Moines, Polk, IA 50313

# For Your Protection: Get a Home Inspection

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

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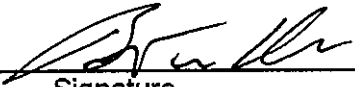
**SELLING BROKER COMMISSION ADDENDUM**

The Silverado Realty Llc real estate brokerage company acting as the Selling Broker on the purchase of real estate commonly known as:

818 Clinton Ave, Des Moines, Polk, IA 50313

(hereafter "the Property") by Michael Schultz Jr. (hereafter "the Purchaser") from the United States Department of Housing and Urban Development (HUD) hereby agrees that the Selling Broker compensation amount shown on Item 6(a) of HUD Form 9548 relating to the property dated 07/11/2015 and signed by the Purchaser shall be accepted by the Selling Broker as full and complete satisfaction of any compensation otherwise payable to the Selling Broker by reason of any offer of cooperation and compensation for the sale of the Property disseminated by the Listing Broker in any multiple listing service.

Silverado Realty Llc  
Name of Selling Broker

By:   
Signature

Brent Kelso  
Printed Name

As it's Broker / owner  
Title

07/11/2015  
Date

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**PURCHASER'S RIGHTS AND RESPONSIBILITIES Addendum to HUD-9548 Sales Contract**

FHA CASE NO.: 161-273395

PROPERTY ADDRESS: 818 Clinton Ave, Des Moines, Polk, IA 50313

PRINTED NAME(S) OF PURCHASER(S): Michael Schultz Jr.

**CONDITION OF PROPERTY**

HUD makes no representations or warranties concerning the condition of this property, including, but not limited to, mechanical and operating systems (electrical, plumbing, sewage, kitchen appliances, heating and air conditioning), dry basement, roof, structural condition, or compliance with local codes, zoning, or building requirements.

HUD will authorize NO repairs to this property after the closing date. The prohibition of repairs, regardless of the nature or severity of a defect or code violation, extends to all latent (unknown) defects or code violations discovered at any time, including after the closing date. Purchaser(s) are fully responsible for satisfying themselves as to the full condition of this property and any laws, regulations or ordinances affecting this property.

**THE IMPORTANCE OF A HOME INSPECTION**

HUD does not warrant the condition of a property. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your FHA mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services".

**15-DAY CONTRACT CANCELLATION CONTINGENCY FOR CONTRACTS OWNER OCCUPANT**

Owner Occupant Purchaser(s) may request that the Sales Contract be canceled if, within 15 days of HUD's preliminary acceptance, the property is inspected by a professional home inspector who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that were not previously disclosed and HUD elects not to correct, or if within such 15 day period, the property is inspected for the presence of radon by a professional radon inspector to an extent unsatisfactory to you. A copy of the property inspection report, or radon test report, as applicable, must be attached to the cancellation request.

The cancellation contingency is limited to structural, roof, defective components within the mechanical and operating systems (which include the electrical, plumbing, sewage, heating and air conditioning systems only) or noncompliance with local codes, zoning, or building requirements. Kitchen appliances, window air conditioner units, light fixtures, receptacles and switch covers are not included in the operating systems. Equipment age or energy efficiency ratings are not included in the cancellation contingency. The earnest money deposit will be returned to owner occupant purchasers ONLY if HUD concurs with the home inspection report finding(s).

**APPLICABLE TO SALES INVOLVING 203K FINANCING**

The purchaser agrees to make all additional improvements as required by HUD or the lender, provided the improvements are intended to bring the property into compliance with the architectural exhibits submitted to the certified 203k lender or be subject to forfeiture of the earnest money deposit if the property transaction does not close.

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**OTHER IMPORTANT INFORMATION**

The purchaser has the right to make a final inspection of this property 24 hours prior to closing. This is an "as-is" sale and HUD will not make repairs. Failure to close may result in forfeiture of earnest money. In case of credit denial, all or part of the earnest money may be refunded. It is the broker/agent's responsibility to submit the credit denial letter to Matt Martin Real Estate, LLC, within ten business days. Failure to do so will result in forfeiture of all earnest money. Closing agents will not release funds until processing is completed by the HUD office. Extensions must be requested before expiration of the contract. Contracts will be canceled if requests are made after the expiration. Extension fees are nonrefundable. The broker may not give me keys to the property or allow me to occupy or make repairs to the property prior to closing. It is my responsibility to ascertain if Home Owner Association dues are required and the monthly amount of those dues if applicable. If I am employed by the U.S. Department of Housing and Urban Development (HUD), or if I am related by blood, marriage, or law to a HUD employee, I must have prior approval before signing a HUD sales contract.

**NOTICE TO SELLER AND BUYER AS REQUIRED BY TEXAS STATE LAW:**


Buyer should have an Abstract covering the property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain commitment for Title Insurance (the Commitment) which should be examined by an attorney of Buyer's choice at or prior to closing. If the property is situated in a Utility District, Section 50.301 Texas Water Code requires the Buyer to sign and acknowledge the statutory notice from Seller relating to the tax rate and bonded indebtedness of the District.


All locks should be replaced or re-keyed at Purchaser's expense.

The above information was explained to the purchaser(s) by:

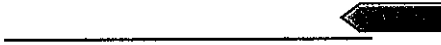
  07/11/2015  
Signature of Broker/Agent Date

I/We acknowledge receipt and understanding of the "PURCHASER'S RIGHTS AND RESPONSIBILITIES" addendum.

 07/11/2015  
Signature of Purchaser Date  
Michael Schultz Jr.

 07/11/2015  
Signature of Purchaser Date

 07/11/2015  
Signature of Purchaser Date

 07/11/2015  
Signature of Purchaser Date

<sup>2</sup>  
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LEAD-BASED PAINT DISCLOSURE ADDENDUM

SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: 161-273395  
Property Address: 818 Clinton Ave  
Des Moines, IA 50313

**Lead Warning Statement**

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the HUD's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

**Inspection Contingency**

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date the contract is accepted by HUD, to conduct at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

**Financing Type (Selling Broker to initial applicable clause)**

ASK *No FHA Financing of Property Constructed Prior to 1978:* The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

\_\_\_\_\_ *Any FHA Insured Financing Except 203(k):* This property is being sold subject to FHA insured financing under any program other than a 203(k) ~~Received~~

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Mortgage. Upon contract execution the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report, HUD will perform stabilization if the cost estimate is \$4000.00 or less. If the cost estimate is greater than \$4000.00, HUD at its sole discretion may: (1) cancel the sales contract, or (2) allow the purchaser to amend the contract financing to FHA 203k or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of earnest money.

If the cost estimate is \$4000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest of fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

— **FHA 203(k) Financing:** This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. At closing the Purchaser shall receive a credit in an amount not to exceed \$4000.00, representing the Seller's contribution toward the cost of stabilization and clearance testing. The Credit shall appear on the FORM HUD-1 SETTLEMENT STATEMENT and shall be deposited in the 203(k) repair escrow account. If the actual cost of stabilization exceeds the credit provided or if the property fails a clearance examination, the Purchaser will be responsible for any additional costs.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below or (2) business days following the date of the Purchaser's signature on the

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supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

**Purchaser Acknowledgement (initial)**

MHS Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

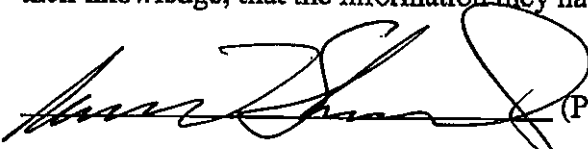
MHS Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Selling Broker Acknowledgement (initial)**


JK Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 (Purchaser) 7/11, 2015 (date)

\_\_\_\_\_ (Co-Purchaser) \_\_\_\_\_, 20\_\_ (date)

 (Selling Broker) 7/11, 2015 (date)

Matt Martin Real Estate Management, LLC  
For HUD by  (Seller) 7-17, 2015 (date)  
Barbara Preece, VP, Government Services

**Forfeiture of Earnest Money Policy**

HUD Property Disposition sales of HUD-acquired properties are to close within 30 days of acceptance of a HUD-9548 Sales Contract offer to purchase with cash; within 45 days of acceptance of a HUD-9548 Sales Contract offer to purchase with insured or uninsured financing; and within 60 days of acceptance of a HUD-9548 Sales Contract offer to purchase with 203(k) financing.

**Forfeiture of Earnest Money Deposits**

The failure of a Purchaser to close on the sales of property within the allowable time period, including any extensions granted by HUD, will result in the forfeiture of the earnest money deposit, except where special circumstances exist and are documented and accepted by HUD.

**Investor Purchasers**

- **Uninsured Sales** – The purchaser will forfeit 100% of the earnest money deposit for failure to close, regardless of the reason.
- **Insured Sales** – The purchaser will forfeit 50% of the earnest money deposit for failure to close if purchaser is determined by HUD or Direct Endorsement underwriter to be an unacceptable buyer. The purchaser will forfeit 100% of earnest money deposit if sale fails to close for any other reason.

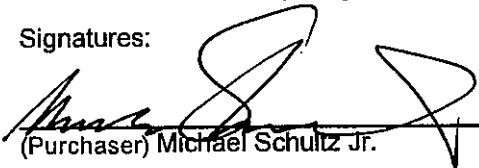

**Owner-Occupant Purchasers**

- The purchaser will have 100% refund of the earnest money deposit under the following circumstances:
  1. There has been a death in the family (contract holder, spouse, or children living in the same household).
  2. There has been a recent serious illness in the immediate family that has resulted in significant medical expense or substantial loss of income, thus adversely affecting the purchaser's financial ability to close the sale.
  3. There has been a loss of job by one of the primary breadwinners, or substantial loss of income through no fault of the purchaser.
  4. On an insured sale, HUD or a Direct Endorsement underwriter determines that the purchaser is not an acceptable borrower.
  5. On an uninsured sale, the purchaser was pre-approved for mortgage financing in an appropriate amount by a recognized mortgage lender and despite good faith efforts is unable to obtain mortgage financing in a specified dollar amount sufficient to purchase the property.
  6. For other good cause as determined by the field office.
- On an uninsured sale, the purchaser will forfeit 50% of the earnest money deposit where, despite good faith efforts by the purchaser, there is an inability to obtain a mortgage loan from a recognized mortgage lender.
- On either type of sale, the purchaser will forfeit 100% of the deposit in those instances where no documentation is submitted, where the documentation fails to provide an acceptable cause for the buyer's failure to close, or where documentation is not provided within a reasonable time following contract cancellation. Matt Martin Real Estate Management, LLC must receive the documentation no later than close of business on the tenth day following cancellation of the contract.


**Buyer Certification:**

I/we acknowledge that I/we have been interviewed, completed a loan application and received a Pre-Qualification letter from an approved lender. I/we have read and understand this policy and will forfeit our earnest money deposit if we enter into this contract without completing the qualification process.

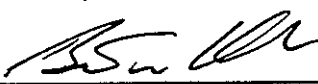

Signatures:

   
(Purchaser) Michael Schultz Jr.

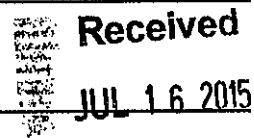
07/11/2015  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Purchaser)

07/11/2015  
\_\_\_\_\_  
(Date)

   
(Qualifying Broker)

07/11/2015  
\_\_\_\_\_  
(Date)



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**Buyer's Select Closing Agent – Closing Date Extension Policy**

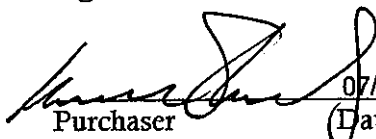


If the closing date stipulated in the contract cannot be met, the purchaser(s) may request an extension of the closing date. Extensions of time to close are at the Seller's discretion and, if granted, will be under the following guidelines:

1. The request for extension must be made to the Asset Manager, utilizing the BSCA Extension Request Form. The request must include the cause of the delay and either a signed and dated lender letter stating the necessary mortgage financing has been obtained/is imminent or current proof of available cash funds to close.
2. The request for extension must be received by the Asset Manager no later than 5 calendar days prior to the expiration date of the contract.
3. The extension will be granted for a 15-day calendar period. The extension fees are due to the Asset Manager when the BSCA Extension Request Form is submitted. These fees must accompany the extension request and be a nonrefundable cashier's check or money order, payable to HUD, in the full amount of the 15-day extension.
4. The extension fee for a 15-day calendar period will be \$375.00 (\$25 per day). The extension fee must be sent to the Asset Manager along with the forms stated in item #1 above. No partial fees are accepted.
5. At the time of closing the unused extension fees, if any, will be prorated to the Purchaser.
6. The granting of an initial extension period does not obligate the Seller to grant additional extensions.
7. Extension fees will be retained by Seller if the closing does not occur.

**Buyer Certification:**

I/We have read and understand this policy, and agree to abide by the above policy.

**Signatures**

		
07/11/2015		07/11/2015
Purchaser	Purchaser	Date
Date		
Michael Schultz Jr.		
_____	_____	_____
Purchaser	Purchaser	Date
Date		

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**JUL 16 2015**  
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**Radon Gas and Mold Notice  
and Release Agreement**

**U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner**

Property Case #: 161-273395  
Property address: 818 Clinton Ave  
Des Moines, Polk, IA 50313

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT  
RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE  
SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and Matt Martin Real Estate Management, LLC, an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

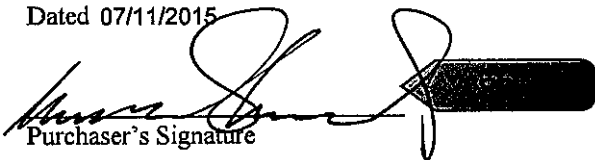
Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.


In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

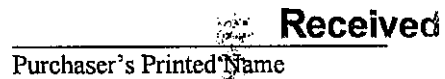
Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated 07/11/2015

  
Purchaser's Signature

Michael Schultz Jr.  
Purchaser's Printed Name

  
Purchaser's Signature

  
Purchaser's Printed Name

**Received**  
JUL 16 2015  
Form HUD-9548-E (6/2004)  
**MMREM-Austin**

# Matt Martin

REAL ESTATE MANAGEMENT

## Earnest Money Receipt Confirmation

Case Number: 161-273395	EMD Amount: \$1,000.00
Address: 818 Clinton Ave, Des Moines, IA 50313	
Purchaser(s): Michael Schultz Jr.	Bid Date: 7/13/2015
Purchase Price: \$56,000.00	Due Date: Wednesday, July 15, 2015
Selling Agent: Brent Kelso	Agent Phone: (515) 333-1710
Selling Broker: Silverado Realty Llc	Agent Email: bkelsonc@yahoo.com
Listing Agent: Joyce Whitaker	Listing Phone: (515) 978-1289
Listing Broker: Iowa Realty Company Inc	Email: stevencamerona@iowarealty.c
Address: 3521 Beaver Ave, Des Moines, IA 50310	

The Earnest Money Deposit must be in the form of a certified check or money order and delivered to the Listing Agent/Broker listed above. The EMD must be made payable to "Title Company of Buyer's Choice" (for example, if John Doe is the buyer, and chooses to use "ABC Title" the check would be made out to "ABC Title"). The Local Listing Broker will deliver the EMD to the Title Company after the contract has been ratified.

**To Be Completed by the Listing Broker and Submitted with the Contract Package**

Date Received: 7-15-15 Time: 5pm

Cashiers Check  Money Order  Check/Order #: 1001902874

LLB Name (print): Steve Camerona

LLB Signature: [Signature] Date: 7-15-15

A WATERMARK IS PRESENT ON THE BACK. HOLD AT AN ANGLE TO VIEW. VERIFY COLOR CHANGES ON FACE LEFT TO RIGHT. THE BACK OF THIS DOCUMENT HAS A HEAT-REACTIVE INK THAT CHANGES FROM ORANGE TO YELLOW WHEN HEAT IS APPLIED.

1001902874

DATE 07/14/2015

\$1,000.00

PAY TO THE ORDER OF MOENS LAW

One Thousand and 00/100ths Dollars

Memo ESCROW 818 CLINTON AVE

CASHIER'S CHECK VOID OVER \$1,000.00

AUTHORIZED SIGNATURE [Signature]

Security features included: ED Defeat on back

⑈ 1001902874 ⑆ 121100782 ⑆ 041000456 ⑈

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RECEIVED