Pacific Auction Exchange

Pacific Auction Exchange of San Diego

Professional Real Estate Auction Services & Accelerated Marketing

Sealed Bid

REAL ESTATE AUCTION

****TRUST LIQUIDATION****



Bidder's Package

1315-1317 1/2 4th St
National City, CA 91950

APN #554-023-10

All Bids Considered!

Sealed Bids Due: Wednesday, February 14 by 2pm Pacific Standard Time
Previews: Saturday, February 3 from 11am-1pm and by appointment.

Pacific Auction Exchange of San Diego
13278 Luckett Ct
San Diego, CA 92130
www.SDRealEstateAuction.com

Auction Manager: Ron Blake
Phone: 858.755.1916
Fax: 858.630.3806
Email: ron@paxsd.com



Pacific Auction Exchange of San Diego
13278 Luckett Ct, San Diego, CA 92130

BID PACKAGE RECEIPT

SUBJECT PROPERTY LOCATION: 1315-1317 ½ 4th St, National City, CA 91950

SEALED BIDS DUE: Wednesday, February 14 at 2pm Pacific Standard Time

I, _____ , as a bidder, have received and reviewed the
(PRINT BIDDER'S NAME)

Bid Package for the above referenced property. I understand that any bid I make at the auction is without contingency and that the property is being offered on an "as is, where is" basis, "with all faults, if any." I have performed all of the diligence I deem necessary to bid on the property. I understand that a 10% non-refundable deposit is required immediately should I be declared the winner of the auction. I also understand that a 10% buyer's premium will be added to the final bid and included in the total contract price.

The Bid Package I received and reviewed contains the following:

1) This Bid Package Receipt
2) Auction Brochure/Terms of Auction & Agency Disclosure
3) Preliminary Title Report (Chicago Title) with Plat Map
4) Natural Hazard Disclosure/Property Tax Report (Geologix)
5) Transfer Disclosure Statements for 1315,1317 & 1317 ½
6) Supplemental Statutory Disclosures for 1315, 1317 & 1317 ½
7) Lead-Based Paint Hazards Disclosures for 1315, 1317 & 1317 ½
8) Smoke Detector Statements of Compliance for 1315, 1317 & 1317 ½
9) Water Heater Statements of Compliance for 1315, 1317 & 1317 ½
10) Seller's Intent to Exchange Supplement
11) Residential Earthquake Hazards Report Form
12) Building Permits (City of National City)
13) Zone Variance Permits (City of National City)
14) Termite Reports for 1315, 1317 & 1317 ½
15) Auction Purchase Agreement

_____ _____
Bidder Signature **Bidder Signature**

_____ _____
Print Name **date** **Print Name** **date**

Bidder's Tel:_____ **Secondary Tel:**_____

Email:_____ **Street Address:**_____

All information in this package was derived from sources believed to be correct, but is not guaranteed. ALL PROPERTY MEASUREMENTS ARE APPROXIMATE. It is the buyer's responsibility to verify all property specifications prior to auction. PAX IS AN AGENT OF THE SELLER. THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE RELIABLE BUT BIDDER IS RESPONSIBLE FOR VERIFYING ALL FACTS. NEITHER SELLER NOR BROKER ASSUMES LIABILITY FOR ANY INACCURACIES. Property is being sold on an "AS IS, WHERE IS" basis, "WITH ALL FAULTS, IF ANY," without warranty by the owner or owner's agent. Property subject to prior sale.





1307 & 1315-1317+ 4th St, National City, CA 91950

Sealed Bid **TRUST LIQUIDATION**

AUCTION

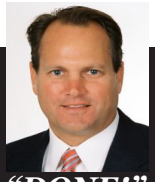
BUY ONE OR BOTH - TWO ADJACENT PROPERTIES!

SEALED BIDS DUE WED, FEBRUARY 14 by 2pm PST

1307 is an approx 700 sf house on an appox 6,400 sf lot - APN #554-023-09
1315-1317 1/2 consists of 3 structures totaling approx 3,300 sf on an approx 6,400 sf lot next door - APN #554-023-10

GREAT INVESTMENT/ REHAB OPPORTUNITY!

Pacific Auction Exchange of San Diego
Ron Blake - ron@paxsd.com



Pacific Auction Exchange

1(888)712-DONE

www.SDRealEstateAuction.com

SEALED BID TERMS OF SALE

BID RULES:

*All sealed bids must be received by 2pm Pacific Time on Wednesday, February 14, 2007 (the "Submission Deadline"), at the Pacific Auction Exchange of San Diego, 13278 Luckett Ct, San Diego, CA 92130. All bids must have a complete return address on the outside of the envelope. All bidders must also submit a signed and completed "Bid Package Receipt" form for each property. All bids are irrevocable until 5pm Pacific Time on Friday, February 16, 2007.
*You must submit your bid on the approved, Pacific Auction Exchange Auction Purchase Agreement available in the Bidder's Package. Altering the Auction Purchase Agreement in any way may cause your bid to be disqualified.
*The bid must include a cashier's check in the amount of: **1) 1307 4th St - $12,500 2) 1315-1317 4th St - $17,500 payable to: Pacific Auction Exchange of San Diego – Trust Account**
*A premium equal to ten percent (10%) of the winning bid will be added to the winning bid and placed in the final Auction Purchase Agreement to determine the total purchase price.
*The earnest money must be increased by the winning bidder to ten percent (10%) of the total purchase price by personal or business check (NON-REFUNDABLE) immediately after he/she has been declared the winner.
*SELLER WILL CONSIDER ALL BIDS. Seller has set a published reserve price of $240,000 for 1307 4th St and $310,000 for 1315-1317 4th St. Seller is obligated to accept the highest conforming bid at or above the minimum. If two or more bids are determined to be equal in price, then Pacific Auction Exchange of San Diego reserves the right to request a best and final bid from those bidders.

BIDDER'S INFORMATION PACKAGE: A package of information has been assembled for each property and includes a Preliminary Title Report, Natural Hazard Disclosure Report, Transfer Disclosure Statements, Auction Purchase Agreement, and other information. Bidder's are required to obtain and review Bidder's Packages prior to submitting their bid.
CLOSING: Closing will take place on or before March 19, 2007 as specified in the Auction Purchase Agreement. A Grant Deed will be supplied by the seller at the seller's expense, giving marketable title subject to restrictions of record. Taxes are prorated.
PROPERTY INSPECTION: Preview of the property is essential. The property is being sold for all cash, on an "AS IS, WHERE IS" basis, "WITH ALL FAULTS, IF ANY," with NO CONTINGENCIES. Property will be sold subject to easements, restrictions, zoning and other matters of record. Your inspection, including your agents' and consultants' inspection of the property must be completed prior to your submittal of the bid. For additional terms of sale, see the Auction Purchase Agreement in the Bidder's Package.
CONDUCT OF AUCTION: Conduct of the auction is at the discretion of Pacific Auction Exchange of San Diego Broker ID #01499312. Bond #FS7011648.
BROKER PARTICIPATION INVITED: Subject to Pacific Auction Exchange of San Diego guidelines. A licensed real estate broker whose prospect pays and closes on the property will be eligible for a fee of 2% of the winning bid. Broker's must register no later than Tuesday, February 13, 2007. Contact Pacific Auction Exchange of San Diego for a Broker Participation form.
NO CONTINGENCIES: Purchase of property is NOT SUBJECT TO ANY CONTINGENCIES.
AGENCY DISCLOSURE: It is understood that PAX of SAN DIEGO is acting in the capacity of real estate broker on behalf of the seller. The seller and PAX of SAN DIEGO have executed a listing agreement which provides for the payment of a commission to PAX of SAN DIEGO upon the sale of the real property.

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PREVIEWS:

SUNDAY
February 4
1 - 2:30pm

and by appointment

SEALED BID TERMS OF SALE

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 4/06)

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

SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

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

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

To the Buyer:

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

To the Buyer and the Seller:

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

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ BUYER ☑ SELLER Shirley Lindemann Date 11/2/06 Time 1:00 ☐ AM ☑ PM

☐ BUYER ☐ SELLER _____ Date _____ Time _____ ☐ AM ☐ PM

AGENT Ron Blake By R Blake Date 11/2/06
(Please Print) (Associate-Licensee or Broker Signature)

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CHICAGO TITLE COMPANY

PRELIMINARY REPORT

FIRST AMENDED

Dated as of: January 12, 2007 at 7:30 AM

Order No.: 608026681 - P05

Regarding: 1315 TO 1317 E. 4TH STREET
National City, CALIFORNIA 91950

CHICAGO TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms are available upon request.

Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in the attached list of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED

The form of policy of title insurance contemplated by this report is:
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

Visit Us On The Web: chicagotitle.com

Title Department:

CHICAGO TITLE COMPANY
2365 NORTHSIDE DR. # 600
SAN DIEGO, CA 92108
(619)521-3448 fax: (619)521-3629

Sheila Hollander
TITLE OFFICER
HollanderS@CTT.com

SCHEDULE A

Order No: 608026681 P05 Your Ref:

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

A FEE

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

HANS K. LINDEMANN AND SHIRLEY J. LINDEMANN AND DENNIS G. CROSBY, CO-TRUSTEES, UNDER THE LINDEMANN INTER VIVIS TRUST, DATED APRIL 11, 1985

3. The land referred to in this report is situated in the State of California, County of SAN DIEGO and is described as follows:

THE EASTERLY 100 FEET OF THE WESTERLY 200 FEET OF LOT 17 IN BLOCK 3 OF PARADENA PARK, IN THE CITY OF NATIONAL CITY, ACCORDING TO THE MAP THEREOF NO. 1404, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 16, 1912.

SCHEDULE B

Order No: 608026681 P05 Your Ref:

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

L 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2007-2008 THAT ARE A LIEN NOT YET DUE.

M 2. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2006-2007

1ST INSTALLMENT: $580.37 (PAID)
2ND INSTALLMENT: $580.37 OPEN
PENALTY AND COST: $68.03 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: $7,000.00
CODE AREA: 06045
ASSESSMENT NO: 554-023-10

B 3. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

C 4. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS SET FORTH IN THE DOCUMENT

RECORDED: APRIL 28, 1915, IN BOOK 672, PAGE 345 OF DEEDS

D SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

E NOTE: IF YOU SHOULD REQUEST A COPY OF THE DOCUMENT REFERRED TO ABOVE, CALIFORNIA LAW REQUIRES THAT A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT, OR ASSOCIATION THAT PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT, OR DEED TO ANY PERSON SHALL PLACE A COVER PAGE OVER, OR STAMP ON THE FIRST PAGE OF THE PREVIOUSLY RECORDED DOCUMENT OR DOCUMENTS A STATEMENT, IN AT LEAST 14-POINT BOLDFACE TYPE, RELATING TO UNLAWFUL RESTRICTIONS.

SCHEDULE B
(continued)

Order No: 608026681 P05 Your Ref:

F END OF SCHEDULE B

G NOTE NO. 1: THE POLICY OF TITLE INSURANCE WILL INCLUDE AN ARBITRATION PROVISION. THE COMPANY OR THE INSURED MAY DEMAND ARBITRATION. ARBITRABLE MATTERS MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY CONTROVERSY OR CLAIM BETWEEN THE COMPANY AND THE INSURED ARISING OUT OF OR RELATING TO THIS POLICY, ANY SERVICE OF THE COMPANY IN CONNECTION WITH ITS ISSUANCE OR THE BREACH OF A POLICY PROVISION OR OTHER OBLIGATION. PLEASE ASK YOUR ESCROW OR TITLE OFFICER FOR A SAMPLE COPY OF THE POLICY TO BE ISSUED IF YOU WISH TO REVIEW THE ARBITRATION PROVISIONS AND ANY OTHER PROVISIONS PERTAINING TO YOUR TITLE INSURANCE COVERAGE.

H NOTE NO. 2 : THE LAND REFERRED TO IN THIS PRELIMINARY REPORT WAS IDENTIFIED IN THE ORDER APPLICATION ONLY BY STREET ADDRESS OR ASSESSOR'S PARCEL NUMBER. THIS LAND HAS BEEN LOCATED ON THE ATTACHED MAP. THE USE OF A STREET ADDRESS OR ASSESSOR'S PARCEL NUMBER CREATES AN UNCERTAINTY AS TO THE CORRECT LEGAL DESCRIPTION FOR THE LAND INVOLVED IN YOUR TRANSACTION. PLEASE REVIEW THE MAP. IS THE CORRECT LAND LOCATED ON THE MAP? IF YOUR TRANSACTION INVOLVES OTHER LAND OR MORE LAND OR LESS LAND THAN THAT LOCATED ON THE MAP YOU SHOULD IMMEDIATELY ADVISE YOUR TITLE OFFICER OR ESCROW OFFICER.

I NOTE NO. 3: THE CURRENT OWNER DOES NOT QUALIFY FOR THE $20.00 DISCOUNT PURSUANT TO THE COORDINATED STIPULATED JUDGMENTS ENTERED IN ACTIONS FILED BY BOTH THE ATTORNEY GENERAL AND PRIVATE CLASS ACTION PLAINTIFFS FOR THE HEREIN DESCRIBED PROPERTY.

J NOTE: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED.

NOTE: ANY FUNDING WIRES TO CHICAGO TITLE COMPANY ARE TO BE DIRECTED AS FOLLOWS:

BANK OF AMERICA
1850 GATEWAY BOULEVARD
CONCORD, CALIFORNIA

ABA 0260-0959-3

CREDIT TO CHICAGO TITLE DEPOSITORY ACCOUNT
NO. 12351-50751
FURTHER CREDIT TO ORDER NO: 608026681

ATTN: SHEILA HOLLANDER

SCHEDULE B
(continued)

Order No: 608026681 P05 Your Ref:

TITLE OFFICER

K NM

Notice

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

CHICAGO TITLE INSURANCE COMPANY

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectation of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

* From applications or other forms we receive from you or your authorized representative;
* From your transactions with, or from the services being performed by, us, our affiliates, or others;
* From our internet web sites;
* From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
* From consumer or other reporting agencies.

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

* to agents, brokers or representatives to provide you with services you have requested;
* to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
* to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Drive
Jacksonville, FL 32204

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

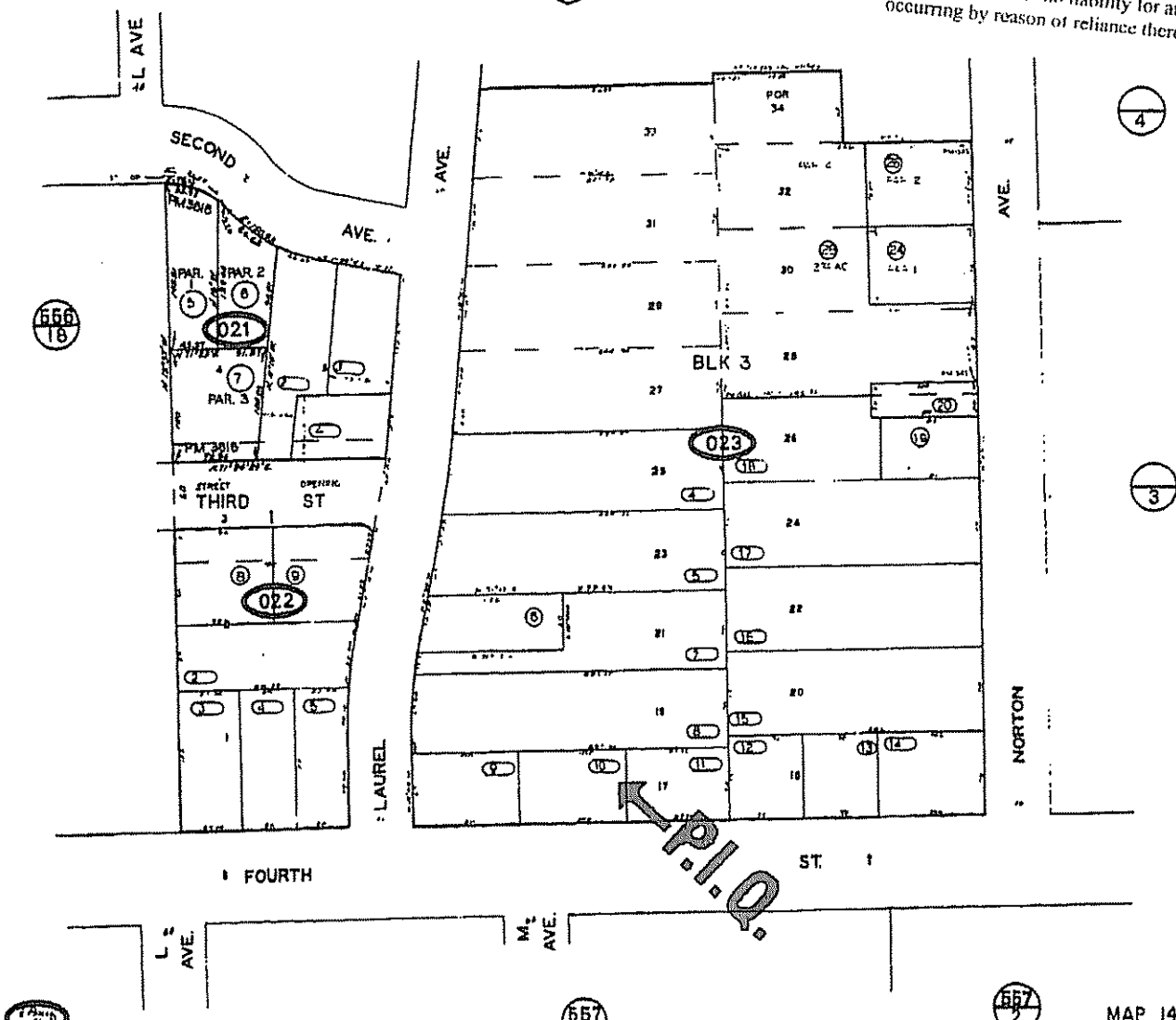
"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

554-02

1" = 100'
N

7-20-54 LJE

CHANGES				
BLK	OLD	NEW/PR	YR	CUT
022	6,7	8,9	68	5257
023	[illegible]	28	74	3871
021	1	[illegible]		
021	1	5-7[illegible]	74	5068



SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 554 PAGE 02

MAP 1404 – PARADENA PARK

608026681 maps - SD:A 554-2
554-021-023
554-02
10/16/2006 08:01 AM

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Natural Hazard Disclosure Statement

This statement applies to the following property: 1315 - 17 E 4TH ST., NATIONAL CITY, CA 91950-2606

APN: 554-023-10-00 **County:** SAN DIEGO COUNTY **Escrow #:** 608026681

The Transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective Transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the Transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the Transferee and the Transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

Yes	No	Hazard Description:
	X	**SPECIAL FLOOD HAZARD AREA Any type Zone "A" or "V"** designated by the Federal Emergency Management Agency. Do not know and information not available from local jurisdiction ____
	X	**AN AREA OF POTENTIAL FLOODING** shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Do not know and information not available from local jurisdiction ____
	X	**A VERY HIGH FIRE HAZARD SEVERITY ZONE** pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
	X	**A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS** pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
	X	**AN EARTHQUAKE FAULT ZONE** pursuant to Section 2622 of the Public Resources Code.
		A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Yes (Landslide Zone) ____ Yes (Liquefaction Zone) ____ Map not yet release by State X

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Certificate # 20061108-129612 **Date** November 8, 2006

Signature of Transferor _____ **Date** _____

Signature of Transferor _____ **Date** _____

Signature of Agent _____ **Date** _____

Signature of Agent _____ **Date** _____

Check only one of the following:

☐ Transferor(s) and their Agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the Transferor(s) and Agent(s).

☒ Transferor(s) and their Agents(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither Transferor(s) nor their Agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement.

This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) GeoLogix Disclosures, LLC **Date** November 8, 2006

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the Transferor's or Agent's disclosure obligations in this transaction.

Signature of Transferee _____ **Date** _____

Signature of Transferee _____ **Date** _____

END OF STATUTORY FORM

Transferor discloses that he/she __ **does**, __ **does not** have actual knowledge of the property being within one mile of an area once used for military purposes [Formerly Used Defense Sites, or FUDS] which may contain potentially explosive munitions. See Addendum MI for details.

Transferor discloses that he/she __ **does**, __ **does not** have actual knowledge of the property being located within an Industrial Use Zone. See Addendum MI for details.

Signature of Transferor _____ Date _____ Signature of Transferor _____ Date _____

Transferee represents that he/she has read and understands the Airport Proximity, Megan's Law, Mold and Radon, and Supplemental Tax disclosures enclosed.

Signature of Transferee _____ Date _____ Signature of Transferee _____ Date _____

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Natural Hazard Disclosure Report

Terms and Conditions for this Natural Hazard Disclosure Statement

Transfer of Liability and the Law:

By its own terms the NHD Law speaks of "representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn and/or approved by state and federal governments" per California Civil Code §1103.2(a). Your Natural Hazard Disclosure report has been carefully prepared by the staff of GeoLogix Disclosures, LLC (hereafter referenced as "GeoLogix"), which has combined experience and skill in cartography, geography, geology, and forestry. Preparation of your report by GeoLogix relieves the transferor and the listing and selling real estate agent(s) from liability regarding the report, as provided for by California Civil Code §1103.4.

The disclosures contained in this report are valid as of the date of certification shown on the Statement, or statutory form (Page 1 of this report). Furthermore, in accordance with California Civil Code §1103.5, the disclosure duties of the transferor and his or her agent shall have been met upon delivery of this Natural Hazard Disclosure Statement; neither shall be required to provide notice to the transferee if the information provided subsequently becomes inaccurate as a result of any governmental action, map revisions, changed information or other act or occurrence, unless the transferor or agent has actual knowledge that the information has become inaccurate. Likewise, GeoLogix shall have no duty to notify transferor or his or her agent of subsequent changes to the information contained within this report.

Indemnification and Limitation of Liability:

GeoLogix provides an indemnification for this disclosure, subject to other terms and conditions stated in this report, for any liabilities that may arise relative to the requirements of NHD Law and for no other purpose. GeoLogix maintains a minimum $10,000,000 errors and omissions insurance policy to insure for negligent acts. This disclosure is not a substitute for a property damage insurance policy, and GeoLogix assumes no liability or responsibility for any costs or consequences arising due to the need, or lack of need, for a homeowners fire, flood or earthquake insurance policy. The report is to be used only by parties ordering the statutory Natural Hazard Disclosure Statement form required by NHD Law. There are no third-party beneficiaries. GeoLogix will not appear in court to defend or explain this report without being paid reasonable consulting fees and expenses unless such appearance is due to an error in this report.

> IN NO EVENT SHALL GEOLOGIX BE LIABLE FOR DAMAGES IN EXCESS OF ACTUAL PROPERTY DAMAGE CAUSED BY A NATURAL DISASTER, OR $2,000,000 WHICHEVER IS LESS, OR FOR AMOUNTS COVERED ELSEWHERE BY AN INSURANCE POLICY OR FEDERAL DISASTER ASSISTANCE.

GeoLogix offers indemnification with the following exceptions:

- If the ordering party submits incorrect or incomplete property information including but not limited to: 1) an incorrect address or assessor parcel number; 2) commercial properties not so identified, 3) common areas in condominiums and mobile home parks not so identified; or 4) subdivision maps that are incorrect or incomplete;
- If payment is not made within 60 days of escrow closing, or in the case of a builder within 60 days of invoice;
- For future sales transactions relating to this property;
- If errors, inaccuracies or omissions in this report were known to exist by recipient(s) and not disclosed to GeoLogix;
- For uses beyond the scope and intent of NHD Law.

Federal and State "Approved" Natural Hazard Maps:

GeoLogix relies on the official sources of approved maps prescribed by NHD Law, and only those maps, in determining natural hazard zones. No on-site or visual examination of the subject property site has been performed. Rather, GeoLogix has made this disclosure using diligence to interpret the official sources of approved maps relative to the location of the property as shown on tax maps, street maps and other sources. GeoLogix accepts no liability for errors in federal and/or state maps relative to NHD Law nor for errors or lack of maintenance in the county assessor parcel maps as available through resellers of this material.

ACCEPTANCE: USE OF THIS REPORT BY RECIPIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE CONDITIONS AND LIMITATIONS DESCRIBED ABOVE.

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Explanation of Hazard Areas

This California residential property disclosure report provides determinations in compliance with California Civil Code §1103 for the subject property. The following explanations define and provide additional information regarding the six natural hazard areas defined by law.

Special Flood Hazard Area (SFHA)

An "A" or "V" zone Special Flood Hazard Area is defined as the 100-year flood plain, meaning that there is a 1-percent chance in any given year of a flood reaching the outer boundaries of the SFHA. Flooding may occur more frequently in the interiors of these zones as the property can be deeper in the flood plain than those on the edges. Flooding can and often does occur outside SFHAs and therefore this determination is made only with reference to FEMA's current maps and is not an opinion as to the subject property's susceptibility to flooding.

If you want to know more about flood plain management and flood conditions in your area, you should contact your local community official and/or you can order a "Flood Certification" from GeoLogix at 1-800-98-4-MAPS. A Flood Certification is prepared for the "structure" and provides more information, including whether or not your community participates in the National Flood Insurance program, thereby making insurance available. Your community official might be someone either in your city or your county government, depending on your area. Additional flood insurance information can be found at the FEMA web site at http://www.fema.gov/nfip/.

Area of Potential Flooding (Dam Inundation)

Any governmental agency, utility or other owner who operates a dam in the state of California must produce "dam inundation maps" showing any area(s) which might suffer flooding as a direct result of that dam's failure. The Water Code of the State of California defines a "dam" as any artificial barrier which is, or will be, 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier or has, or will have, an impounding capacity of 50 acre-feet or more. Inundation zones are predicted assuming the reservoir or lake is at maximum capacity at the time of dam failure. In order to comply with Natural Hazard Disclosure AB 248, the dam operator must prepare and submit Dam Inundation Maps to the California State Office of Emergency Services for review and official approval. A Dam Inundation Zone refers to an area predicted to be inundated by water downward of a dam or levee in the event that an immediate and complete failure or breach of the dam occurs.

This disclosure is not an opinion as to whether or not a property will be subject to flooding due to a dam failure. Rather, it is solely a determination as to whether or not a property is within one or more dam inundation zones on maps "approved" by the California State Office of Emergency Services.

For more information about dam inundation zones, call the State Division of Dam Safety or your State or your local County Office of Emergency Services. More information can be found on the Internet at http://www.oes.ca.gov/dim.nsf.

Very High Fire Hazard Severity Zone

Very High Fire Hazard Severity Zones are generally incorporated areas that are not defined as State Responsibility Areas where a heavy accumulation of tree and/or brush fuels, and possibly steep slopes, may make it difficult to retard the rate of spread and intensity of fire. Runaway wildfire in these areas can threaten both property and life.

This disclosure is not an opinion as to the susceptibility of the subject property to wildfire. Rather this determination is made with reference to maps produced by the California State Department of Forestry, as to whether or not the subject property falls within a Very High Fire Hazard Severity Zone.

Conditions within High Fire Hazard Severity Zones can be highly variable. You might consider requesting an on-site inspection of your property from a professional to get an opinion as to the degree of danger as well as mitigation measures. For more information on this zone description and steps to be taken to reduce fire risk, contact your local fire department, and/or visit http://www.oes.ca.gov/dim.nsf

Wildland Area That May Contain Substantial Forest Fire Risks and Hazards

A State Responsibility Area is an unincorporated region where, in the event of fire, the California Department of Forestry (CDF) has primary responsibility for fire suppression. Additionally, property owners in these areas "may" be protected by a local fire suppression agency. To inquire if such an arrangement has been made with a local agency, contact your local CDF office. The CDF fire suppression objective is to fight wildfires. They are not obligated by law to fight structural fires, although they often do.

This disclosure is not an opinion as to the susceptibility of the subject property to wildfire. Rather, it is simply a determination with reference to maps produced by the California Department of Forestry as to whether or not the subject property falls within a State Responsibility Area.

Wildfire fuel conditions within State Responsibility zones are highly variable. You might want to consider requesting a professional on-site inspection for an opinion as to the degree of wildfire danger and mitigation options. You may also get more information at http://www.oes.ca.gov/dim.nsf.

Earthquake Fault Zone

An Earthquake Fault Zone is a special studies (Alquist-Priolo) zone as determined by the California State Geologist and as determined with reference to maps published by the California State Department of Mines and Geology pursuant to AB 248. This zone delineates the area where an active fault trace exists, and where the possibility of surface rupture might occur in the event of an earthquake.

This disclosure is not an opinion as to the susceptibility of the subject property to earthquakes. Rather, it is simply a determination with reference to maps produced by the California State Department of Mines and Geology pursuant to AB 248 as to whether or not the subject property falls within a special studies (Alquist-Priolo) zone approved by the State Geologist. Many earthquake hazards exist outside the special studies zones.

For more information on the probability of an earthquake along this fault and how it may affect your property, contact the U.S. Geological Survey, Seismology Department, Menlo Park, Calif., under the Interior Department. The California State Department of Mines and Geology, as of Nov. 3, 1998, has more information available on the Internet at www.consrv.ca.gov/dmg/rghm/.

Seismic Hazard Zone

Seismic Hazard Zones are regulatory zones that encompass areas prone to liquefaction (failure of water-saturated soil) and earthquake-induced landslides. To be located within a Seismic Hazard Zone means that the state has determined the likelihood that weak soil and/or rock may be present beneath the property. If present, these weak materials can fail during an earthquake. Unless proper precautions are taken during grading and construction, the weakened conditions of soil or rock can lead to structural damage. If a property is undeveloped, a site-specific investigation by a licensed engineering geologist and/or civil engineer may be required before the parcel can be subdivided or before most structure building can be permitted.

For more information about ground shaking, liquefaction and potential landslides, contact your city engineer or the U.S. Geological Survey, Menlo Park, Calif., under the Department of the Interior. You can also visit the web page for the California Department of Mines and Geology for more information, at http://www.consrv.ca.gov/dmg/rghm.

This disclosure is not an opinion as to the susceptibility of the subject property to earthquakes. Rather, it is simply a determination with reference to approved maps produced by the California State Department of Mines as to whether or not the subject property falls within this special zone approved by the State Geologist.

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Addendum MI

Supplemental Real Estate Transfer Disclosure

Seller's Advisory *
Actual Knowledge of Military Ordnance & Industrial Locations

Property Address: 1315 - 17 E 4TH ST., NATIONAL CITY, CA 91950-2606

Formerly Used Military Ordnance Sites

California Civil Code §1102.15 requires that the seller of residential real property who has **actual knowledge** of any former federal or state ordnance locations (called Formerly Used Defense Sites, or FUDS) within the immediate neighborhood area shall give written notice of that knowledge as soon as possible before the transfer of title.

Industrial Use Zone

California Civil Code §1102.17 requires that the seller of residential real property disclosure has **actual knowledge** of whether the property is located within an industrial use zone. An industrial use zone is defined as any city/county zone or district in which certain manufacturing or city or county laws expressly permit commercial or airport uses.

** This form is provided as a courtesy to the Seller. GeoLogix makes no representation or warranties relative to the accuracy, completeness or suitability of Seller's conclusions.*

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Supplemental Real Estate Transfer Disclosure

Seller's Advisory*
Actual Knowledge of Toxic Mold and Radon
Naturally Occurring Asbestos

Property Address: 1315 - 17 E 4TH ST., NATIONAL CITY, CA 91950-2606

Toxic Mold

California Civil Code § 1102 now requires sellers of homes in California to disclose any knowledge that mold is present in the home at the time of transfer. Additionally, the California Association of Realtors® recommends that the seller provide the buyer with the information contained in Chapter VI of the updated "Homeowner's Guide to Earthquake Safety & Environmental Hazards" Booklet, which contains the new mold disclosure information on mold within residential structures.

Radon

Radon is a naturally occurring gas that is produced by the radioactive decay of radium and uranium. All rocks and soils can emit some radon, although it is typically present in rocks containing uranium such as certain granites and shales. Breathing high concentrations of radon may cause respiratory problems in susceptible individuals; health risks for exposure of lower concentrations are not known. Currently, studies completed by the California Department of Health Services (CDHS) show that California does not have a substantial statewide problem with indoor radon exposure although elevated radon levels does occur in some isolated areas. The CDHS also publishes a list of those companies it has determined are proficient in the analysis of the measurement devices used to measure radon. Those companies that do business in California are listed in the "California Lists of Certified Radon Measurement Laboratories" which may be obtained by calling the CDHS Radon Program Hotline at 800-745-7236. Information is also publicly available through the CDHS website at ***www.dhs.ca.gov/radon***.

Naturally Occurring Asbestos

Exposure to asbestos may pose a significant health risk depending on the length and amount of exposure. In some California counties, there is naturally occurring asbestos in the serpentine rock. While the State has produced detailed maps for naturally occurring asbestos in El Dorado, Placer and Eastern Sacramento Counties, the State has not yet mandated disclosure of asbestos in the soil. However, buyers should be aware that at some point, the presence of asbestos on a property may restrict use or development of that property.

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Supplemental Real Estate Transfer Disclosure

Database (Megan's Law) Advisory

Property Address: 1315 - 17 E 4TH ST., NATIONAL CITY, CA 91950-2606

California's "Megan's Law" (Statutes of 1996, Chapter 908) arms the public with certain information on the whereabouts of dangerous sex offenders so that local communities may protect themselves and their children. The law also authorizes local law enforcement to notify the public about high-risk and serious sex offenders who reside in, are employed in, or frequent the community. This law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against the offender. It recognizes that public safety served when registered sex offenders are not concealing their location to avoid harassment. A seller of residential real property, or his/her agent, must include the following notice, in not less than eight-point type, in the sales contact. The delivery of this notice is deemed adequate, per California Civil Code § 2079.10a, to inform the buyer of the proximity of registered sex offenders. Prospective purchasers are encouraged to investigate this available Megan's law data.

NOTICE: THE CALIFORNIA DEPARTMENT OF JUSTICE, SHERIFF'S DEPARTMENTS, POLICE DEPARTMENTS SERVING JURISDICTIONS OF 200,000 OR MORE AND MANY OTHER LOCAL LAW ENFORCEMENT AUTHORITIES MAINTAIN FOR PUBLIC ACCESS A DATA BASE OF THE LOCATIONS OF PERSONS REQUIRED TO REGISTER PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (A) OF SECTION 290.4 OF THE PENAL CODE. THE DATABASE IS UPDATED ON A QUARTERLY BASIS AND A SOURCE OF INFORMATION ABOUT THE PRESENCE OF THESE INDIVIDUALS IN ANY NEIGHBORHOOD. THE DEPARTMENT OF JUSTICE ALSO MAINTAINS A SEX OFFENDER IDENTIFICATION LINE THROUGH WHICH INQUIRIES ABOUT THE INDIVIDUAL MAY BE MADE. THIS IS A "900" TELEPHONE SERVICE. CALLERS MUST HAVE SPECIFIC INFORMATION ABOUT THE INDIVIDUAL THEY ARE CHECKING. INFORMATION REGARDING NEIGHBORHOODS IS NOT AVAILABLE THROUGH THE "900" TELEPHONE SERVICE.

Law Enforcement Agencies: The following agencies make the CD-ROM database available for public viewing. Call the applicable number to obtain the location and time of viewing

900 Number Service: This information is also available at 900-463-0400 at a cost of $10 per call for inquiries of up to two individuals.

County Law Enforcement Agencies

Alameda	510/667-3190	Mariposa	209/966-3615	San Joaquin	209/468-4405
Alpine	530/694-2231	Mendocino	707/463-4411	San Luis Obispo	805/781-4575
Amador	209/223-6500	Merced	209/385-7555	San Mateo	650/363-4060
Butte	530/538-7391	Modoc	530/233-4416	Santa Barbara	805/681-4100
Calaveras	209/754-6500	Mono	760/932-7549	Santa Clara	408/299-2211
Colusa	530/458-0200	Monterey	831/755-3700	Shasta	530/245-6033
Contra Costa	925/335-1570	Napa	707/253-4440	Sierra	530/289-3700
Del Norte	530/621-5703	Nevada	530/265-1471	Siskiyou	530/842-8324
Fresno	559/488-3939	Orange	714/647-7040	Solano	707/421-7000
Glenn	530/934-6441	Placer:		Sonoma	707/565-2511
Humboldt	707/445-7251	Auburn	530/889-7812	Stanislaus	209/525-7114
Imperial	760/339-6345	Tahoe	530/581-6310	Sutter	530/822-4393
Inyo	760/878-0383	Loomis	916/652-2400	Tehama	530/529-7906
Kern	661/391-7431	Plumas	530/283-6363	Trinity	530/623-8131
Kings	559/582-3211	Riverside	909/955-2440	Tulare	559/733-6225
Lake	707/262-4200	Sacramento	916/874-5090	Tuolumne	209/533-5833
Lassen	530/257-6121	San Benito	831/636-4080	Ventura	805/654-2336
Los Angeles	562/465-7827	San Bernardino	909/387-3615	Yolo	530/668-5245
Madera	559/675-7770	San Diego	858/974-2020	Yuba	530/749-7778
Marin	415/499-7265	San Francisco	415/558-5500		

As a result of new California law (Calif. Penal Code, Sec 290.46), the California Office of the Attorney General now provides the public with Internet access to information on more than 63,000 persons required to register in Calfifornia as sex offenders. The public can search these records at the Attorney General's Megan's law site at: <http://meganslaw.ca.gov/index.htm>

Specific home addresses are displayed on more than half of these offenders in the California communities; the site displays the last registered address reported by the offender. The remaining half of these offenders are included on the site with listing by ZIP Code, city and county. Information on sex offenders not yet included ont the Megan's Law website may be available from local law enforcement personnel listed on this form.

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Energy Efficiency Advisory

Beginning October 1, 2005, Title 24 of the 2005 CA Building Energy Efficiency Standards requires that ductwork be inspected by local governments when new heating, air conditioning or ventilating equipment is installed. If ductwork leaks more than 15%, repairs are required. Since on average a home's ductwork leaks by at least 30%, there will probably be added costs for ductwork repair when replacing heating, air-conditioning and ventilating equipment. Under Title 24, there is no requirement to replace or repair current equipment or ductwork, but there are specific standards for equipment and ductwork that must be met when replacement occurs.

For more information, go to: ***www.energy.ca.gov/title24/2005standards***.

Beginning January 23, 2006, Federal Law requires that all new air conditioning equipment comply with the U.S. Department of Energy's efficiency standard, called "Seasonal Energy Efficiency Rating" or "SEER". Existing air-conditioning equipment is not affected by this law; however, new compliant equipment will probably be more expensive due to the new energy efficiency standard.

For more details, go to: ***www.eere.energy.gov/buildings/appliance_standards/residential_products.html.***

The U.S. Department of Energy estimates that the more expensive 13 SEER equipment should be offset by as much as a 23% reduction in monthly energy costs. Certain energy efficient products, including heating and air conditioning equipment, windows, doors, etc., may be eligible for a tax credit up to $ 500 effective January 2006.

For more details, go to: ***www.energy.gov/taxbreaks.htm.***

CA Methamphetamine Advisory

California's Methamphetamine Contaminated Property Cleanup Act of 2005 now requires property owners to disclose in writing if an order prohibiting occupancy of a property due to meth lab contamination was issued on the property and to provide a copy of that order to prospective buyers. The Act also provides penalties, including up to a $ 5000 fine, and remediation requirements prior to allowing re-occupancy.

Endangered Species Advisory

While there is no law or regulation that requires a seller to disclose endangered species or habitat, buyers should investigate whether this is an issue on or near the property to be purchased that could affect the current or proposed use of the property.

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NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

A Statutory Document

Property Address: 1315 - 17 E 4TH ST., NATIONAL CITY, CA 91950-2606

APN: 554-023-10-00

Name of Buyers: _____

Pursuant to Civil Code 1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill".

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any questions concerning this matter, please contact your local Tax Collector's office.

Buyer acknowledges he/she has read, understands and has received a copy of this "Notice of your 'Supplemental' Property Tax Bill".

Buyer _____ Date _____

Buyer _____ Date _____

How to Order Your Supplemental Tax Estimated Dollar Amount Report

The statutory statement above puts the Buyer on notice that she/he may receive one or two supplemental tax bills. What the law does not require is an estimate of the dollar amount of a supplemental tax. To learn what the estimated dollar amount might be call GeoLogix at (800) 984-6277 ext 22. The cost of the Report is $ 35.00. We accept payment by Visa or Master Card only.

GeoLogix Disclosures, LLC
814 Pacific St. / Placerville, CA
(800) 984-6277 / Fax: (800) 347-3941

2005/06 STATUTORY PROPERTY TAX REPORT

Special Assessment and Special Tax Disclosure

Parcel Number:
554-023-10-00

Property Address:
1315 E 4th St | National City Ca 91950-2606

County:
San Diego

Report Date:
11/8/2006

The information contained in this report is intended for the exclusive benefit and use of the recipient(s). No person other than the recipient(s) should rely upon, refer to, or use this report, or any information contained within this report, for any purpose. The recipient(s) should carefully read the explanation of services,and the conditions and stipulations contained in this report. No recipient may rely on this report unless full payment for it is made.

This report satisfies the Seller's obligation to disclose Mello-Roos taxes and 1915 Act assessments affecting this property pursuant to Civil Code Section 1102.6b, and is compliant with all provisions of Senate Bill 1122 and Assembly Bill 337.

CONTENTS

The following report contents meet or exceed the legal disclosure standards defined in California Civil Code Section 1102.6b:

- Buyer's Acknowledgement Summary (Signature Required)
- Seller's Secured Tax Bill Summary
- Statutory Notice of Special Tax/Assessment (Signature Required)
- Other Special Assessments
- Accelerated Foreclosure Summary
- Available Senior Exemptions
- General Information about Your Property Tax Bill

Buyer's Acknowledgement Summary

This is a notification to you prior to your purchasing this property.

Parcel Number:	554-023-10-00
Property Address:	1315 E 4th St | National City Ca 91950-2606
County:	San Diego
Report Date:	11/8/2006

The above referenced property is affected by general property taxes (called ad valorem taxes), which are based on the net assessed value of your property. The ad valorem tax is charged to every taxable property in the state and is set at 1% of the net value of property each year. This basic tax rate may be increased slightly over 1% by voter approved bond issues for your school district, city or other regional project.

In addition, the above referenced property lies within the following special tax and/or special assessment districts. These assessments and taxes will be taxed in addition to ad valorem taxes each year:

STATUS	DESCRIPTION OF TAX CATEGORY
NO	One or more Mello-Roos Community Facilities Districts (Additional signatures required on following pages)
NO	One or more 1915 Bond Act Assessment Districts (Additional signatures required on following pages)
NO	Other special financing districts
YES	Other direct assessments

The following disclosure is made by the Transferor pursuant to Government Code §53341.5 and Civil Code §1102.6b. The representations made in this disclosure report are based on information provided by an independent third party report provided as a substituted disclosure pursuant to California Civil Code §1103.4. Neither the Transferor nor the Transferor's agent(s) has 1) independently verified the information contained in this report, or 2) is personally aware of any errors or inaccuracies in the information contained in this form.

Report Terms and Conditions

The information provided in this report was prepared by Alliant Tax Research Inc. ("Alliant"). The purpose of this report is to provide a determination of whether the current secured property tax bill for this parcel contains a Mello-Roos special tax or a 1915 Act Bond Assessment District charge, and to assist the Seller in fulfilling his or her duty to comply with California Civil Code §1102.6b. This report is not a substitute for a title report or title insurance and may not be relied upon as such. Items not yet levied on the tax bill, items not appearing on the current tax bill, and items removed from the current tax bill for any reason may not be reflected on this report. Estimates of future charges, if provided, are only estimates and may not be inclusive. This report is for the exclusive benefit of the specific Buyer and specific Seller for which this report was prepared and there shall be no third party beneficiaries. This report may not be used in any subsequent transaction affecting the subject property. This report is applicable to residential property only with four dwelling units or less. This report may not be relied upon for commercial or industrial property or for multi-family properties of more than 4 dwelling units.

While this report contains data gathered from what Alliant believes to be reliable sources, the amount of the levy and end year may be subject to change in the future. The Maximum Tax amount provided is an estimate, calculated based on available County assessor data or third party data. Calculations may vary from those calculated by the issuer, due to several factors including differences in interpretation of the Special Tax Formula, availability of data, and change or correction of classification from year to year. Items not included on the current year tax bill but shown on this report represent an estimate and are not intended to be comprehensive. Other taxes and assessments may exist that are not yet levied on the tax bill or not levied during the tax year on the report. This report was compiled using information obtained from the County on a given date and may not reflect changes made later by the County or the local government agencies levying charges against this property. This information is subject to change and Alliant does not have a duty to update the report for any tax bill, legislative or related changes that may occur in the future. This report was prepared based upon records provided by various governmental agencies and third parties. Alliant has assumed that these agency records are accurate and complete, but Alliant has not conducted any independent verification of their accuracy or completeness. Alliant shall not be responsible for any inaccuracies or omissions in the public records of the various governmental agencies or for information provided by third parties.

I (we) acknowledge that I (we) have received a copy of this notice. I (we) understand that if Mello-Roos and/or 1915 Bond assessments affect this property, I (we) may terminate the contract to purchase or deposit receipt after receiving this notice from the owner or agent selling the property. The contract may be terminated within three days if the notice was received in person or within five days after it was deposited in the mail by giving written notice of termination to the owner or agent selling the property.

Signature of Buyer: _____ **Date:** _____

Signature of Buyer: _____ **Date:** _____

Seller's Secured Tax Bill Summary

Parcel Number:	554-023-10-00
Property Address:	1315 E 4th St | National City Ca 91950-2606
County:	San Diego
Report Date:	11/8/2006

Important Tax Year Note: Please note that while the 2006/07 Tax Year is now in effect, secured tax bills are normally not printed and mailed by the County until later in the year. Also there is a lag time of several weeks when each county releases tax data to data providers. Consequently this report reflects only 2005/06 tax bill information at this time. The new tax bill information will not be reflected on this report until the data is made available and this report is marked 2006/07. Please contact the county and refer to your title report for more updated information until this report reflects the new information.

The following listing is a summary of the current year secured property tax bill. It is provided for informational purposes only. Ad valorem taxes are calculated annually based on the assessed value of the land and improvements. When a property is sold, the assessed values will be reset to the sale price. Ad valorem taxes can therefore change dramatically if the sales price differs from the current assessed value of the property.

Please Note: All information on this page is based on 2005/06 data only. Ad valorem taxes are historical and are subject to change when a home sells. No warranties are made regarding this information. The information on this page is not provided as a disclosure by seller or his/her agents.

Ad Valorem Taxes (Note: Historical only, based on the seller's tax bill)

The following include both the basic levy authorized by Proposition 13, plus any additional voter approved general obligation debt. The amount you pay will be based on the purchase price of your home less any exemptions, times the estimated tax rate.

Agency	Levy Description	Contact Phone	2005/06 Levy
County of San Diego	Basic Ad Valorem Levy Basic 1% ad valorem levy on net value (Proposition 13) plus voter approved overrides	(619) 531-5399	$ 521.26

Total Ad Valorem Taxes: $ 521.26

Special Assessments

The following include all special assessments and special taxes included on the tax bill.

Agency	Direct Assessment Description	Contact Phone	2005/06 Levy
County of San Diego Health Services	Mosquito and Rat Control Assessment	(858) 694-2888	$ 2.28
County of San Diego Health Services	Mosquito and Disease Control Assessment	(800) 273-5167	$ 9.06
San Diego County Water Authority	Water Availability Charge	(619) 682-4226	$ 10.00
Metropolitan Water District	Water Standby Charge	(800) 755-6864	$ 11.50

Total Special Assessments: $ 32.84

Total 2005/06 Tax Bill: $ 554.10

Statutory Notice of Special Tax/Assessment

To the prospective purchaser of the real property known as:	Assessor's Parcel Number:	554-023-10-00
	Address/Legal Description:	1315 E 4th St | National City Ca 91950-2606
	Report Date:	11/8/2006

This is a notification to you prior to your purchasing this property.

Mello-Roos Community Facilities Districts:
This property is subject to a special tax, which is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. The special tax may not be imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities or services that are likely to particularly benefit the property.

There is a maximum tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

The authorized facilities which are being paid for by the special taxes and the money received from the sale of the bonds are summarized below. These facilities may not yet have all been constructed or acquired and some may never be constructed or acquired.

This parcel IS NOT subject to any Mello-Roos Community Facilities District special taxes.

You should take this tax and the benefits from the public facilities and services for which it pays into account in deciding whether to buy this property. You may obtain a copy of the resolution of formation which authorized creation of the community facilities district, and which specifies more precisely how the special tax is apportioned and how the proceeds of the tax will be used, by calling the contact name and number listed above. There may be a charge for this document not to exceed the estimated reasonable cost of providing the document.

1915 Act Bond Assessment Districts:

This property is within the assessment district(s) named below. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district.

This property is subject to annual assessment installments of the assessment district that will appear on your property tax bills, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bill. If you fail to pay assessment installments when due each year, the property may be foreclosed upon and sold. The annual assessment installment against this property as shown on the most recent tax bill for the 2005/06 tax year is listed in the table below. Assessment installments will be collected each year until the assessment bonds are repaid.

The public facilities that are being paid for by the money received from the sale of bonds that are being repaid by the assessments are included in the table below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

This parcel IS NOT subject to any 1915 Act Bond special assessments.

You should take this assessment and the benefits from the public facilities for which it pays into account in deciding whether to buy this property. You may obtain a copy of the resolution confirming assessments that specifies more precisely how the assessments are apportioned among properties in the assessment district by calling the contact name and number listed above. There may be a charge for this document not to exceed the estimated reasonable cost of providing the document.

I (we) acknowledge that I (we) have received a copy of this notice. I (we) understand that if Mello-Roos and/or 1915 Bond assessments affect this property, I (we) may terminate the contract to purchase or deposit receipt after receiving this notice from the owner or agent selling the property. The contract may be terminated within three days if the notice was received in person or within five days after it was deposited in the mail by giving written notice of termination to the owner or agent selling the property.

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Other Special Assessments

This section provides detail on other assessments (aside from the Mello-Roos and 1915 Act charges identified on the prior pages) that will affect the property.

Other Special Assessment Liens/Financing:

In some instances, local government agencies may use alternate means of financing projects, including state loans, agency loans, 1911 Act assessment district bonds, other types of improvement bonds, and other methods to pay the cost of a capital project. Also, there may be other fixed schedule items on the tax bill that must be paid over a number of years. In some cases, these amounts may be prepaid. Also, for internally financed projects, the loan may need to be paid off prior to transfer of property.

This parcel has no Other Special Assessment District charges for the 2005/06 tax year.

Other Direct Assessments:

In addition to the items listed in the previous sections, as of the 2005/06 tax year, your property is subject to the following additional Direct Assessments that do not impose special accelerated foreclosure liens on your property.

Agency	Direct Assessment Description	2005/06 Levy	Contact Phone
Metropolitan Water District	Water Standby Charge	$ 11.50	Public Info (800) 755-6864
San Diego County Water Authority	Water Availability Charge	$ 10.00	Mickey Zeichick (619) 682-4226
County of San Diego Health Services	Mosquito and Disease Control Assessment	$ 9.06	Staff (800) 273-5167
County of San Diego Health Services	Mosquito and Rat Control Assessment	$ 2.28	Staff (858) 694-2888

These direct assessments and charges will appear annually on your property tax bill. In most cases, these are subject to public notice and hearing requirements (as controlled by Proposition 218) and any increases or additions must be approved by a vote of the registered landowners (or registered voters, depending upon the specific legislation). While they do not impose an accelerated foreclosure lien, they do result in an increased annual tax rate. For additional information on a particular special assessment, please call the phone number listed above.

Accelerated Foreclosure Summary

Important: If any items are listed below, your property has accelerated foreclosure liens attached to it. These have priority over other property taxes, and are part of the security for a municipal bond issue (or else are part of a Mello-Roos community facilities district). The issuers of these bonds are often contractually required to monitor and collect delinquent assessments quickly. There is no five year waiting period. If you fail to pay your property tax bills when due each year, the property may be foreclosed upon and sold. **Therefore, it is important to pay your property tax bill on time. If you cannot, you should contact your lender to discuss alternate arrangements.**

Mello-Roos Community Facilities Districts:

Agency/District	2005/06 Tax Year Information

No Mello-Roos Community Facilities Districts

.

1915 Act Bond Assessment Districts:

Agency/District	2005/06 Tax Year Information

No 1915 Act Bond Districts.

Other Districts That Include (or May Include) Accelerated Foreclosure:

Agency/District	2005/06 Tax Year Information

No Additional Accelerated Foreclosure Districts.

Note: Many properties in California have Mello-Roos or other bonded assessments. As a result, these properties usually have newer amenities and other benefits that may enhance property value. However, if any items are listed on this page, as a buyer it is important to pay your tax bill on time, or arrange to have your property taxes impounded, to avoid penalites or the threat of accelerated foreclosure.

Available Senior Citizen Exemptions

Assessments with an available exemption:

Agency	Direct Assessment Description	2005/06 Levy	Contact Phone

No Senior Exemptions Available on the 2005/06 Tax Bill.

General Information about Your Property Tax Bill

California's secured property tax bills consist of two types of charges: 1) ad valorem taxes and 2) special assessments. These are explained briefly below.

1) Ad Valorem Taxes

Ad valorem taxes are based on the value of property. The basic ad valorem tax is the statewide tax authorized by California law. This general tax is 1% of the assessed value of the property each year. This tax is shared by the state, schools, cities and counties. In addition, voters can approve local additional ad valorem overrides that put the ad valorem tax rate over 1%. These overrides normally involve general obligation bond debt. These general obligation bonds do not place a special lien on any one property but simply increase the ad valorem tax rate slightly over 1%.

2) Special Assessments

Anything that is not an ad valorem tax is called a "special assessment" or a "direct assessment." These charges are local in nature and are used to fund local improvements or public services that provide some type of general or direct benefit to the property. Special assessments are not tax rates and by law cannot be based on the value of property. Instead, each special assessment district has some type of benefit formula that is used to calculate the amount of the assessment on each parcel. Special assessments can be levied using a variety of laws, including the Mello-Roos Community Facilities Act of 1982; various assessment district bond acts such as the 1915 Act or 1911 Act; or through a variety of non-bonded charges such as the 1972 Act Landcape and Lighting Act, the 1982 Benefit Assessment Act, user fees, service charges and other methods. Some commonly used types of special assessments are:

a) Mello-Roos Community Facilities Districts. This is a type of special assessment financing frequently used to fund infrastructure, schools and many types of public services such as police, fire, landscaping, etc. A Mello-Roos district may or may not involve a bond sale. Mello-Roos districts place a senior lien on the property that has a provision for accelerated foreclosure action by the levying agency if property taxes are not paid on time. Because of this, California law now requires disclosure of Mello-Roos taxes in real estate transactions.

b) 1915 Bond Act Assessment Districts. This is another type of special assessment financing method frequently used to fund infrastructure and other public improvements in California. The 1915 Act is a bond act only, meaning another assessment district formation act must be used to form the boundaries of the district before 1915 Act bonds may be sold . These formation districts are usually one of these: the 1913 Act, the 1911 Act or the 1972 Act. Issuance of 1915 Act bonds places a senior lien on the property that has a provision for accelerated foreclosure action by the bond issuer if property taxes are not paid on time. Because of this, California law now requires disclosure of assessments securing 1915 Act bonds in real estate transactions.

c) Other Bonded Districts. In addition to Mello-Roos and the 1915 Act, there are other types of land-secured bonds that may impact California property. These include improvement bonds issued under the 1911 Act or other improvement bonds issued under county or charter city laws. Some of these do include the power of accelerated foreclosure; the Alliant tax report will include such items on the "Summary of Items Subject to Accelerated Foreclosure" page.

d) Maintenance Districts. In most newer communities in California, the cost of maintaining common areas, landscaping, street lighting, storm drains and parks is often handled through Landscape and Lighting Maintenance Assessment Districts. These may be formed under the 1972 Landscaping and Lighting Act or other legislation; these are approved annually through a public hearing process. They may have a cost-of-living increase or other formula but must be renewed every year. These districts are often referred to as "cost recovery districts" since they provide a means for government to provide a specific service and have the cost recovered through assessing those properties that benefit from the services.

e) User Fees and Service Charges. Many municipalities charge user fees for services to the property such as water and sewer. Instead of billing the property owner directly for monthly or quarterly fees, the service charge is collected annually on the property tax bill.

f) Standby or Availability Charges. Local agencies that provide water and sewer services are also authorized to levy Standby or Availability Charges. These annual assessments are charged to help fund the future availability of services to the area or the expansion of services to meet future growth.

g) County Service Areas, Community Services Districts and Permanent Road Divisions. In unincorporated areas of a county, the county may provide services to specific areas through the formation of a County Service Areas ("CSA") or a Community Services District. Then, a specific community may receive enhanced services such as road maintenance, landscaping, street lighting and park maintenance, and repay the county (or itself, if a Community Services District) through special service charges or assessments. Permanent Road Divisions are a similar type of entity formed by a county to provide road improvement and maintenance in unincorporated areas.

h) Benefit Assessments and Parcel Taxes. School Districts and other local agencies commonly levy voter-approved annual special parcel taxes or benefit assessments. These are annual charges that pay for specific service. Commonly used benefit assessments and parcel taxes are those to pay for schools, fire protection, flood control and storm water maintenance or police services.

i) Penalties. Local agencies have the ability to place delinquent account charges for property related services or civil penalties directly on the tax bill. These may include delinquent utility bills, fees for parcel cleanup and weed abatement and fees for civil penalties.

GEOLOGIX
814 Pacific Street Placerville, CA 95667 Voice 800-984-6277 530-626-0793 Fax 800-347-3941 530-642-4269

Airport Proximity

Date: November 8, 2006

Address: 1315 – 17 4th St. **APN: 554-023-10-00**
City: National City, CA **Zip: 91950**

An inspection of relevant public records and/or maps indicates that the above listed property **is not** located within an Airport Influence Area as defined by §11010 of the Business and Professions Code and §1102.6, 1103.4 and 1353 of the Civil Code.

For further information, contact the following Office of the Airport Land Use Commission:

LINDA JOHNSON
San Diego County Regional Airport Authority
3225 N. Harbor Dr.
San Diego, CA 92101
(619) 400-2463 (619) 400-2458
Ljohnson@san.org

California Assembly Bill AB 2776, § 496 became law on January 1st, 2004, amending §11010 of the Business and Professions Code and §1102.6, 1103.4 and 1353 of the Civil Code. This law requires the seller of real property in California to advise the prospective purchaser of the presence of airport noise. The presence of airport noise is disclosed by maps provided by the Airport land use commission which has jurisdiction over the property in question. The seller of the real property is additionally required to disclose to the prospective buyer any airport noise disturbance which he/she has actual knowledge of.

Limitation of Liability:

While GEOLOGIX uses ordinary care in making this determination with reference to the sources described above, GEOLOGIX has no liability for errors in government maps or for maps or sources of information beyond those listed. This limitation applies to all causes of action in the aggregate, including without limitation, negligence, strict liability, misrepresentation, and other torts. All the limitations of liability found on page two of the Natural Hazard Disclosure statement apply to this Airport Influence Area statement. If the limitations are in conflict, the one of lesser value applies.

CALIFORNIA ASSOCIATION OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ)
(C.A.R. Form TDS, Revised 10/03)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF *National City* **, COUNTY OF** *San Diego* **, STATE OF CALIFORNIA, DESCRIBED AS** *1315 4th St, National City CA 91950* **. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date)** *November 7, 2006* **. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☒ is not occupying the property.

A. The subject property has the items checked below (read across)

☒ Range	☐ Oven	☒ Microwave
☐ Dishwasher	☐ Trash Compactor	☐ Garbage Disposal
☐ Washer/Dryer Hookups		☒ Rain Gutters
☐ Burglar Alarms	☒ Smoke Detector(s)	☒ Fire Alarm goes to central station
☐ T.V. Antenna	☐ Satellite Dish	☐ Intercom
☐ Central Heating	☐ Central Air Conditioning	☐ Evaporator Cooler(s)
☐ Wall/Window Air Conditioning	☒ Sprinklers	☐ Public Sewer System
☐ Septic Tank	☐ Sump Pump	☐ Water Softener
☐ Patio/Decking	☐ Built-in Barbecue	☐ Gazebo
☐ Sauna		
☐ Hot Tub ☐ Locking Safety Cover*	☐ Pool ☐ Child Resistant Barrier*	☐ Spa ☐ Locking Safety Cover*
☐ Security Gate(s)	☐ Automatic Garage Door Opener(s)*	☐ Number Remote Controls _____
Garage: ☒ Attached	☐ Not Attached	☐ Carport
Pool/Spa Heater: ☐ Gas	☐ Solar	☐ Electric
Water Heater: ☒ Gas	☐ Water Heater Anchored, Braced, or Strapped*	
Water Supply: ☒ City	☐ Well	☐ Private Utility or
Gas Supply: ☒ Utility	☐ Bottled	Other _____
☒ Window Screens	☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows*	

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter _____ ☐ Roof(s): Type: *asphalt shingles* Age: *10 yrs* (approx.)
☐ Other: _____
Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☐ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see footnote on page 2)

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Buyer's Initials ( ) ( )
Seller's Initials ( ) ( )
Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Prepared using WINForms® software
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

Property Address: 1315 4th St, National City CA 91950 Date: November 7, 2006

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☒ Foundation ☒ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . . ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . . . ☐ Yes ☒ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . . . ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . . ☒ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. . . . ☒ Yes ☐ No
6. Fill (compacted or otherwise) on the property or any portion thereof . . . . . ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding. or other soil problems . . . . . ☒ Yes ☐ No
8. Flooding, drainage or grading problems . . . . . ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . . . ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . . ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances . . . . . ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations . . . . . ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property . . . . . ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . . ☐ Yes ☒ No
15. Any notices of abatement or citations against the property . . . . . ☐ Yes ☒ No
16. Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others) . . . . . ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): _____

visible cracks in slab & possible settling.
Kitchen is settling. rotted cracks in ceiling & wall. Bathroom will unpermited.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Shirley Lindemann Date 11/8/06
Shirley Lindemann

Seller _____ Date _____

+ water heater close to fence may not be up to code

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

Property Address: 1315 4th St, National City CA 91950 Date: November 7, 2006

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.
☑ Agent notes the following items: PLEASE SEE OWNERS NOTES ON PAGE 2 REGARDING CRACKS IN SLAB/FOUNDATION AND SETTLING.

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Shirley Lindemann Date 11/8/06 Buyer _____ Date _____
Shirley Lindemann

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) RON BLAKE (Please Print) By _____ (Associate Licensee or Broker Signature) Date 11/8/06

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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Reviewed by _____ Date _____ EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 4/06)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 1315 4th St, Assessor's Parcel No. 554-023-10, situated in National City, County of San Diego, California, ("Property").

2. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**

3. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property. . . . . ☐ Yes ☒ No
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine (if yes attach a copy of the Order) . . . . . ☐ Yes ☒ No
   - **C.** Whether the Property is located in or adjacent to an "industrial use" zone . . . . . ☐ Yes ☒ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **D.** Whether the Property is affected by a nuisance created by an "industrial use" zone . . . . . ☐ Yes ☒ No
   - **E.** Whether the Property is located within 1 mile of a former federal or state ordnance location . . ☐ Yes ☒ No (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
   - **F.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision . . . . . ☐ Yes ☒ No
   - **G.** Insurance claims affecting the Property within the past 5 years . . . . . ☐ Yes ☒ No
   - **H.** Matters affecting title of the Property . . . . . ☐ Yes ☒ No
   - **I.** Material facts or defects affecting the Property not otherwise disclosed to Buyer . . . . . ☐ Yes ☒ No

   Explanation, or ☐ (if checked) see attached: _____

4. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

   Seller Shirley Lindemann Shirley Lindemann Date 11/8/06

   Seller _____ Date _____

5. **By signing below, Buyer acknowledges Buyer has read, understands and received a copy of this Supplemental Statutory and Contractual Disclosures.**

   Buyer xxxxx Date _____

   Buyer _____ Date _____

   Agent (Broker Representing Seller) _____

   By _____ Date _____
   (Associate-Licensee or Broker Signature)

   Agent (Broker Obtaining the Offer) _____

   By _____ Date _____
   (Associate-Licensee or Broker Signature)

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM

For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☒ other: *Auction Purchase Agreement*, dated _____, on property known as: *1315 4th St, National City CA 91950* ("Property") in which _____ is referred to as Buyer or Tenant and *Shirley Lindemann* is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 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 intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

_____

_____

_____

_____

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:

_____

_____

_____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet *"Protect Your Family From Lead In Your Home"* or an equivalent pamphlet approved for use in the State such as *"The Homeowner's Guide to Environmental Hazards and Earthquake Safety."*

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord *Shirley Lindemann* 11/8/06 Date

Seller or Landlord Date

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Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CALIFORNIA ASSOCIATION OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b)
(C.A.R. Form SDS, Revised 4/05)

Property Address: *1315 4th St, National City CA 91950*

1. **STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.

4. **EXCEPTIONS: Exceptions to the State Law are generally the same as the exceptions to the Transfer Disclosure Statement Laws.**

5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller Shirley Lindemann Shirley Lindemann Date 11/8/04
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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EQUAL HOUSING OPPORTUNITY

Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130
Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring or Strapping

As required by California Health and Safety Code §19211
(Only required when there is a water heater on or in the property)
(C.A.R. Form WHS, Revised 4/05)

Property Address: *1315 4th St, National City CA 91950*

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211).

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.

4. **EXCEPTIONS: There are no exceptions to the State Law.**

5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

water heaters bracing may not be upto code

Seller Shirley Lindemann (Signature) Shirley Lindemann (Print Name) Date 11/8/04

Seller _____ (Signature) _____ (Print Name) Date _____

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ (Signature) _____ (Print Name) Date _____

Buyer _____ (Signature) _____ (Print Name) Date _____

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130
Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

1315 4th St, N

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CALIFORNIA ASSOCIATION OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ)
(C.A.R. Form TDS, Revised 10/03)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF *National City* **, COUNTY OF** *San Diego* **, STATE OF CALIFORNIA, DESCRIBED AS** *1317 4th St, National City CA 91950* **. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date)** *November 7, 2006* **. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☐ is not occupying the property.

A. The subject property has the items checked below (read across)

☒ Range	☐ Oven	☐ Microwave
☐ Dishwasher	☐ Trash Compactor	☐ Garbage Disposal
☒ Washer/Dryer Hookups		☐ Rain Gutters
☐ Burglar Alarms	☐ Smoke Detector(s)	☐ Fire Alarm
☐ T.V. Antenna	☐ Satellite Dish	☐ Intercom
☐ Central Heating	☐ Central Air Conditioning	☐ Evaporator Cooler(s)
☐ Wall/Window Air Conditioning	☐ Sprinklers	☒ Public Sewer System
☐ Septic Tank	☐ Sump Pump	☐ Water Softener
☐ Patio/Decking	☐ Built-in Barbecue	☐ Gazebo
☐ Sauna		
☐ Hot Tub ☐ Locking Safety Cover*	☐ Pool ☐ Child Resistant Barrier*	☐ Spa ☐ Locking Safety Cover*
☐ Security Gate(s)	☐ Automatic Garage Door Opener(s)*	☐ Number Remote Controls _____
Garage: ☐ Attached	☐ Not Attached	☐ Carport
Pool/Spa Heater: ☐ Gas	☐ Solar	☐ Electric
Water Heater: ☒ Gas	☒ Water Heater Anchored, Braced, or Strapped*	
Water Supply: ☒ City	☐ Well	☐ Private Utility or
Gas Supply: ☒ Utility	☐ Bottled	Other _____
☒ Window Screens	☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows*	

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter _____ ☐ Roof(s): Type: *Asphalt shingle* Age: *10 yrs* (approx.)
☐ Other: _____
Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☐ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see footnote on page 2)

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Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)
Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Prepared using WINForms® software
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☒ Foundation ☒ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
(Describe: cracks noted in foundation wall/slab settling noted in floors inside)

If any of the above is checked, explain. (Attach additional sheets if necessary):

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

C. Are you (Seller) aware of any the following:

1.	Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property	☐ Yes ☒ No
2.	Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property	☐ Yes ☒ No
3.	Any encroachments, easements or similar matters that may affect your interest in the subject property	☐ Yes ☒ No
4.	Room additions, structural modifications, or other alterations or repairs made without necessary permits	☐ Yes ☒ No
5.	Room additions, structural modifications, or other alterations or repairs not in compliance with building codes	☐ Yes ☒ No
6.	Fill (compacted or otherwise) on the property or any portion thereof	☐ Yes ☒ No
7.	Any settling from any cause, or slippage, sliding. or other soil problems	☐ Yes ☒ No
8.	Flooding, drainage or grading problems	☐ Yes ☒ No
9.	Major damage to the property or any of the structures from fire, earthquake, floods, or landslides	☐ Yes ☒ No
10.	Any zoning violations, nonconforming uses, violations of "setback" requirements	☐ Yes ☒ No
11.	Neighborhood noise problems or other nuisances	☐ Yes ☒ No
12.	CC&R's or other deed restrictions or obligations	☐ Yes ☒ No
13.	Homeowners' Association which has any authority over the subject property	☐ Yes ☒ No
14.	Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)	☐ Yes ☒ No
15.	Any notices of abatement or citations against the property	☐ Yes ☒ No
16.	Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others)	☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary):

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Shirley Lindemann Date 11/08/06
Shirley Lindemann

Seller Date

Buyer's Initials ( ) ( )

Reviewed by Date

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EQUAL HOUSING OPPORTUNITY

Property Address: 1317 4th St, National City CA 91950 Date: November 7, 2006

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.
☑ Agent notes the following items: CRACKS NOTED ON SIDE OF CONCRETE SLAB/FOUNDATION AND THROUGHOUT PATIO ADJACENT TO ~~PROPERTY~~ HOUSE

Agent (Broker Representing Seller) Ron Blake (Please Print) By (Associate Licensee or Broker Signature) Date 11/8/06

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Shirley Lindemann Date 11/8/06 Buyer _____ Date _____
Shirley Lindemann

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 4/06)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 1317 4th St, Assessor's Parcel No. 554-023-10, situated in National City, County of San Diego, California, ("Property").

2. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**

3. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property . . . . . ☐ Yes ☒ No
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine (if yes attach a copy of the Order) . . . . . ☐ Yes ☒ No
   - **C.** Whether the Property is located in or adjacent to an "industrial use" zone . . . . . ☐ Yes ☒ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **D.** Whether the Property is affected by a nuisance created by an "industrial use" zone . . . . . ☐ Yes ☒ No
   - **E.** Whether the Property is located within 1 mile of a former federal or state ordnance location . . ☐ Yes ☒ No (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
   - **F.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision . . . . . ☐ Yes ☒ No
   - **G.** Insurance claims affecting the Property within the past 5 years . . . . . ☐ Yes ☒ No
   - **H.** Matters affecting title of the Property . . . . . ☐ Yes ☒ No
   - **I.** Material facts or defects affecting the Property not otherwise disclosed to Buyer . . . . . ☐ Yes ☒ No

   Explanation, or ☐ (if checked) see attached: _____

4. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

   Seller Shirley Lindemann Shirley Lindemann Date 11/08/06

   Seller _____ Date _____

5. **By signing below, Buyer acknowledges Buyer has read, understands and received a copy of this Supplemental Statutory and Contractual Disclosures.**

   Buyer xxxxx Date _____

   Buyer _____ Date _____

   Agent (Broker Representing Seller) _____

   By _____ Date _____
   (Associate-Licensee or Broker Signature)

   Agent (Broker Obtaining the Offer) _____

   By _____ Date _____
   (Associate-Licensee or Broker Signature)

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EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM

For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☒ other: *Auction Purchase Agreement*, dated _____, on property known as: *1317 4th St, National City CA 91950* ("Property") in which _____ is referred to as Buyer or Tenant and *Shirley Lindemann* is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 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 intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

_____

_____

_____

_____

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:

_____

_____

_____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet *"Protect Your Family From Lead In Your Home"* or an equivalent pamphlet approved for use in the State such as *"The Homeowner's Guide to Environmental Hazards and Earthquake Safety."*

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Shirley Lindemann 1/8/06

Seller or Landlord *Shirley Lindemann* Date

Seller or Landlord Date

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Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CALIFORNIA ASSOCIATION OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b)
(C.A.R. Form SDS, Revised 4/05)

Property Address: *1317 4th St, National City CA 91950*

1. **STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.

4. **EXCEPTIONS: Exceptions to the State Law are generally the same as the exceptions to the Transfer Disclosure Statement Laws.**

5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller Shirley Lindemann (Signature) Shirley Lindemann (Print Name) Date 11/8/06

Seller _____ (Signature) _____ (Print Name) Date _____

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ (Signature) _____ (Print Name) Date _____

Buyer _____ (Signature) _____ (Print Name) Date _____

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Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

1317 4th St, N

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring or Strapping

As required by California Health and Safety Code §19211
(Only required when there is a water heater on or in the property)
(C.A.R. Form WHS, Revised 4/05)

Property Address: *1317 4th St, National City CA 91950*

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211).

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.

4. **EXCEPTIONS: There are no exceptions to the State Law.**

5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Shirley Lindemann (Signature) *Shirley Lindemann* (Print Name) Date *11/8/06*

Seller _____ (Signature) _____ (Print Name) Date _____

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ (Signature) _____ (Print Name) Date _____

Buyer _____ (Signature) _____ (Print Name) Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ)
(C.A.R. Form TDS, Revised 10/03)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF *National City*, **COUNTY OF** *San Diego*, **STATE OF CALIFORNIA, DESCRIBED AS** *1317 1/2 4th St, National City CA 91950*. **THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date)** *November 7, 2006*. **IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☐ is not occupying the property.

A. The subject property has the items checked below (read across)

☐ Range ☐ Oven ☐ Microwave
☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal
☐ Washer/Dryer Hookups ☐ Rain Gutters
☐ Burglar Alarms ☒ Smoke Detector(s) ☐ Fire Alarm
☐ T.V. Antenna ☐ Satellite Dish ☐ Intercom
☐ Central Heating ☐ Central Air Conditioning ☐ Evaporator Cooler(s)
☐ Wall/Window Air Conditioning ☐ Sprinklers ☐ Public Sewer System
☐ Septic Tank ☐ Sump Pump ☐ Water Softener
☐ Patio/Decking ☐ Built-in Barbecue ☐ Gazebo
☐ Sauna
☐ Hot Tub ☐ Locking Safety Cover* ☐ Pool ☐ Child Resistant Barrier* ☐ Spa ☐ Locking Safety Cover*
☐ Security Gate(s) ☐ Automatic Garage Door Opener(s)* ☐ Number Remote Controls _____
Garage: ☐ Attached ☐ Not Attached ☐ Carport
Pool/Spa Heater: ☐ Gas ☐ Solar ☐ Electric
Water Heater: ☒ Gas shared with 1317 ☐ Water Heater Anchored, Braced, or Strapped*
Water Supply: ☒ City ☐ Well ☐ Private Utility or
Gas Supply: ☒ Utility ☐ Bottled Other _____
☐ Window Screens ☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows*

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter _____ ☐ Roof(s): Type: _____ Age: _____ (approx.)
☐ Other: _____
Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☐ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see footnote on page 2)

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Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)
Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

Property Address: 1317 1/2 4th St, National City CA 91950 Date: November 7, 2006

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☒ Foundation ☒ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
(Describe: cracks noted in foundation, slab, wall (concrete patch · settling noted most floors)

If any of the above is checked, explain. (Attach additional sheets if necessary):

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

C. Are you (Seller) aware of any the following:

1.	Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property	☐ Yes ☒ No
2.	Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property	☐ Yes ☒ No
3.	Any encroachments, easements or similar matters that may affect your interest in the subject property	☐ Yes ☒ No
4.	Room additions, structural modifications, or other alterations or repairs made without necessary permits	☐ Yes ☒ No
5.	Room additions, structural modifications, or other alterations or repairs not in compliance with building codes	☐ Yes ☒ No
6.	Fill (compacted or otherwise) on the property or any portion thereof	☐ Yes ☒ No
7.	Any settling from any cause, or slippage, sliding. or other soil problems	☐ Yes ☒ No
8.	Flooding, drainage or grading problems	☐ Yes ☒ No
9.	Major damage to the property or any of the structures from fire, earthquake, floods, or landslides	☐ Yes ☒ No
10.	Any zoning violations, nonconforming uses, violations of "setback" requirements	☐ Yes ☒ No
11.	Neighborhood noise problems or other nuisances	☐ Yes ☒ No
12.	CC&R's or other deed restrictions or obligations	☐ Yes ☒ No
13.	Homeowners' Association which has any authority over the subject property	☐ Yes ☒ No
14.	Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)	☐ Yes ☒ No
15.	Any notices of abatement or citations against the property	☐ Yes ☒ No
16.	Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others)	☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): no cold water in bath faucet.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Shirley Lindemann Date 11/8/06
Shirley Lindemann

Seller _____ Date _____

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Property Address: 1317 1/2 4th St, National City CA 91950 Date: November 7, 2006

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.
☑ Agent notes the following items: FLOORS MAY SLOPE IN PLACES SLIGHTLY, APPARENTLY DUE TO SETTLING AND CRACKED SLAB FOUNDATION.

Agent (Broker Representing Seller) RON BLAKE (Please Print) By (Associate Licensee or Broker Signature) Date 11/8/06

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Shirley Lindemann Date 11/8/06 Buyer _____ Date _____
Shirley Lindemann

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 4/06)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 1317 1/2 4th St, Assessor's Parcel No. 554-023-10, situated in National City, County of San Diego, California, ("Property").

2. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**

3. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property . . . . . ☐ Yes ☒ No
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine (if yes attach a copy of the Order) . . . . . ☐ Yes ☒ No
   - **C.** Whether the Property is located in or adjacent to an "industrial use" zone . . . . . ☐ Yes ☒ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **D.** Whether the Property is affected by a nuisance created by an "industrial use" zone . . . . . ☐ Yes ☒ No
   - **E.** Whether the Property is located within 1 mile of a former federal or state ordnance location . . ☐ Yes ☒ No (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
   - **F.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision . . . . . ☐ Yes ☒ No
   - **G.** Insurance claims affecting the Property within the past 5 years . . . . . ☐ Yes ☒ No
   - **H.** Matters affecting title of the Property . . . . . ☐ Yes ☒ No
   - **I.** Material facts or defects affecting the Property not otherwise disclosed to Buyer . . . . . ☐ Yes ☒ No

   Explanation, or ☐ (if checked) see attached: _____

4. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

   Seller Shirley Lindemann Shirley Lindemann Date 11/8/06

   Seller _____ Date _____

5. **By signing below, Buyer acknowledges Buyer has read, understands and received a copy of this Supplemental Statutory and Contractual Disclosures.**

   Buyer xxxxx Date _____

   Buyer _____ Date _____

   Agent (Broker Representing Seller) _____

   By _____ Date _____
   (Associate-Licensee or Broker Signature)

   Agent (Broker Obtaining the Offer) _____

   By _____ Date _____
   (Associate-Licensee or Broker Signature)

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REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals
(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or [X] other: *Auctin Purchase Agreement*, dated _____, on property known as: *1317 1/2 4th St, National City CA 91950* ("Property") in which _____ is referred to as Buyer or Tenant and *Shirley Lindemann* is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 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 intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

_____

_____

_____

_____

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:

_____

_____

_____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet *"Protect Your Family From Lead In Your Home"* or an equivalent pamphlet approved for use in the State such as *"The Homeowner's Guide to Environmental Hazards and Earthquake Safety."*

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Shirley Lindemann 11/8/06

Seller or Landlord *Shirley Lindemann* Date

Seller or Landlord Date

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Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Ronald Blake **Phone: (858) 755 - 1916** **Fax: (858) 630 - 3806** **Prepared using WINForms® software**
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130

CALIFORNIA ASSOCIATION OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b)
(C.A.R. Form SDS, Revised 4/05)

Property Address: *1317 1/2 4th St, National City CA 91950*

1. **STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.

4. **EXCEPTIONS: Exceptions to the State Law are generally the same as the exceptions to the Transfer Disclosure Statement Laws.**

5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller Shirley Lindemann (Signature) Shirley Lindemann (Print Name) Date 11/08/06

Seller _____ (Signature) _____ (Print Name) Date _____

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ (Signature) _____ (Print Name) Date _____

Buyer _____ (Signature) _____ (Print Name) Date _____

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Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

1317 4th St, N

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring or Strapping

As required by California Health and Safety Code §19211
(Only required when there is a water heater on or in the property)
(C.A.R. Form WHS, Revised 4/05)

Property Address: *1317 1/2 4th St, National City CA 91950*

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211).

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.

4. **EXCEPTIONS: There are no exceptions to the State Law.**

5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Shirley Lindemann *Shirley Lindemann* Date 11/08/06
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER'S INTENT TO EXCHANGE SUPPLEMENT

(C.A.R. Form SES, Revised 10/01)

(For use with a separate purchase agreement)

The following terms and conditions are hereby incorporated in and made a part of the agreement, dated _____, on property known as 1315-17 4th St, National City CA, 91950 ("Property"), in which _____ is referred to as Buyer, and Shirley Lindemann is referred to as Seller. All other provisions of the existing agreement shall remain in full force.

1. **SELLER'S INTENT TO EXCHANGE:** It is the intent of Seller to utilize this transaction as part of an exchange of like-kind property under Internal Revenue Code §1031 and the regulations promulgated thereunder. Buyer and Seller agree to cooperate in effecting such an exchange, as follows:
   A. Seller intends to use the Property as part of an exchange for "Other Property":
   (Check One Only)
   ☐ Described as _____
   OR ☒ To be located and designated by Seller, who shall take all steps necessary to enter into a contract to acquire such Other Property.
   B. Seller shall indemnify, defend and hold harmless all other parties to this transaction from all liabilities and any additional costs arising from or connected in any way with the exchange.
   C. If Seller is unable to locate, designate, enter into a contract to acquire, or complete acquisition of such Other Property:
   (Check One Only)
   ☒ This transaction shall close escrow as a sale, without extension of time for closing.
   OR ☐ The close of escrow for this transaction shall be extended by a maximum of _____ **Days** to enable Seller to complete such arrangements.
   OR ☐ This transaction shall be canceled and all parties shall be released from further obligation.
   OR ☐ Other: _____
   D. Buyer in this transaction shall not be required to take title to Other Property for any period of time, as an accommodation to Seller, unless agreed to in writing.
   E. All parties agree to take such actions and execute or consent to such additional documents and transactions as may be reasonably requested by Seller, provided that all other conditions of this agreement are met.
2. **ADDITIONAL TERMS:** _____
3. **TAX AND LEGAL CONSEQUENCES OF AN EXCHANGE: Locating and designating properties pursuant to this Agreement, if applicable, are the responsibility of the party requesting the exchange ("Exchangor"), and will not occur automatically as a result of this Agreement. If the exchange will be non-simultaneous, under federal tax law: (i) the property to be acquired by Exchangor must be identified within 45 days after transfer of Exchangor's current property; (ii) the acquisition generally must be completed within 180 days after transfer of Exchangor's current property; and (iii) the 180 day period may be shorter under some circumstances. The manner of structuring an exchange transaction will have significant tax and legal consequences. Parties should consult their legal and/or tax advisors regarding this important matter.**

By signing below, the parties acknowledge that they have read, understand, accept and have received a copy of this agreement.

Buyer _____ Seller Shirley Lindemann

Date _____ Date Shirley Lindemann 4/20/06

Buyer _____ Seller _____

Date _____ Date _____

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Broker or Designee _____ Date _____

EQUAL HOUSING OPPORTUNITY

Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130
Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

1315-17 4th St

esidential Earthquake Hazards Report (2005 Edition)

IE SHIRLEY LINDEMANN	ASSESSOR'S PARCEL NO. 554-023-10
EET ADDRESS 1315-17+ E. 4TH ST	YEAR BUILT
Y AND COUNTY NATIONAL CITY, CA (SAN DIEGO Co)	ZIP CODE 91950

iswer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer on't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate here in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	X	☐	☐	☐	12
. Is the house anchored or bolted to the foundation?	☐	☐	☐	X	14
. If the house has cripple walls:					
• Are the exterior cripple walls braced?	☐	☐	☐	X	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	X	18
. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	X	20
. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	☐	☐	☐	X	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☐	X	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	☐	☐	X	X	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	☐	☐	☐	X	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	*To be reported on the Natural Hazards Disclosure Report*				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					36

Keep your copy of this form for future reference

If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY

X Shirley Lindemann _____ _____

(Seller) (Seller) Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

_____ _____ _____

(Buyer) (Buyer) Date

This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.

$ 2.00

ORIGINAL

No. 240

BUILDING PERMIT

CITY OF NATIONAL CITY, CALIF.

BUILDING DEPARTMENT

2-8-46, 19

Permission is hereby granted H. K. Lindemann

Address 1315 E. 4th St.

To erect a addition

Lot E 100' of W 200' of Lot Block Tract 17 Paradise Park

Street Address Same

Cost of building or improvements $ 200

Contractor Self Address

This permit is based upon certain plans and specifications for said work, and upon a written application duly filed in this office, all of which are hereby referred to and made a part hereof; and is subject to all the rules and regulations set forth in the ordinance of the City of National City in regard to such work, and all amendments thereto.

Bailey

Building Inspector

Group 1

Division 1

Type 5

Alter

New Const 1

Miscel

$ 2.00

ORIGINAL

BUILDING PERMIT

CITY OF NATIONAL CITY, CALIF.

BUILDING DEPARTMENT

No 166

6-24-48, 19

Permission is hereby granted Hans K. Lindemann

Address 1315 - E. 4th St.

To Erect a Garage

Lot E 100' of W 200' Block 7 of Lot 17 Tract Blk 3 Paradise Park & Lot 131

Street Address 1315 - E. 4th St.

Cost of building or improvements $ 750.00

Contractor Self Address

This permit is based upon certain plans and specifications for said work, and upon a written application duly filed in this office, all of which are hereby referred to and made a part hereof; and is subject to all the rules and regulations set forth in the ordinance of the City of National City in regard to such work, and all amendments thereto.

Bailey

Building Inspector

Group 1

Division 1

Type 3

Alter

New Const 1

Miscel

$ 2.00

City of National City
BUILDING PERMIT
BUILDING DEPARTMENT

No. 2869

National City, Calif., 4/20, 1954

Permission is hereby granted Hans H Landemann

Address 1315 East 4th Street National City

To Const A bathhouse into a gleen house

Lot _____ Block _____ Tract _____

Street Address 1315 East 4th St N.C.

Cost of Building or Improvements $ 250.00

Contractor Self Address _____

Group I Alter _____

Division 1 New Const. 1

Type 5 Miscel. _____

This permit is based upon certain plans and specifications for said work, and upon a written application duly filed in this office, all of which are hereby referred to and made a part hereof; and is subject to all the rules and regulations set forth in the ordinance of the City of National City in regard to such work, and all amendments thereto.

James A. Bird
By Hagel BUILDING INSPECTOR

When Properly Validated This Statement Becomes
Your Receipt for Payment of Above Amount.

$ 1.00

City of National City
BUILDING PERMIT
BUILDING DEPARTMENT

No. 3025

National City, Calif., 6-22-54, 19____

Permission is hereby granted H H Landemann

Address 1315 E 4th St

To Reblw A Permit # 2869

Lot _____ Block _____ Tract _____

Street Address 1315 E 4th St

Cost of Building or Improvements $ 400

Contractor Self Address _____

Group Reblw Alter _____

Division 2869 New Const. _____

Type _____ Miscel. _____

This permit is based upon certain plans and specifications for said work, and upon a written application duly filed in this office, all of which are hereby referred to and made a part hereof; and is subject to all the rules and regulations set forth in the ordinance of the City of National City in regard to such work, and all amendments thereto.

_____ BUILDING INSPECTOR

When Properly Validated This Statement Becomes
Your Receipt for Payment of Above Amount.

$ 10.00

City of National City
BUILDING PERMIT
BUILDING DEPARTMENT

Nº 3580

National City, Calif., FEB. 16, 1955

Permission is hereby granted HANS K. LINDEMANN

Address 1315 E 4TH STREET - N.C.

To ERECT AN ADD'N. TO HOBBY HOUSE (SOUTH WING)

Lot 17-19 Block 1 Tract PARADENA PARK

Street Address SAME

Cost of Building or Improvements $ 4000

Contractor SELF Address SAME

Group I Alter ✓

Division 1 New Const. ✓

Type 5 Miscel.

This permit is based upon certain plans and specifications for said work, and upon a written application duly filed in this office, all of which are hereby referred to and made a part hereof; and is subject to all the rules and regulations set forth in the ordinance of the City of National City in regard to such work, and all amendments thereto.

James A. Reed
J.S.B.
BUILDING INSPECTOR

GNL 4 0 4 RFFR 16A 3 5 8 ✓ 1 0.00 PC-

When Properly Validated This Statement Becomes Your Receipt for Payment of Above Amount.

$ 6.00

City of National City
BUILDING PERMIT
BUILDING DEPARTMENT

A 4193

National City, Calif., February 23rd, 1966

Permission is hereby granted HANS K. LINDEMANN

Address 1315 East 4th St.

To remodel (enclose existing patio-int)

Lot Block Tract

Street Address 1315 East 4th St.

Cost of Building or Improvements $ 1,000.00

Contractor SELF Address

Group J Alter X

Division New Const. X

Type V Miscel.

This permit is based upon certain plans and specifications for said work, and upon a written application duly filed in this office, all of which are hereby referred to and made a part hereof; and is subject to all the rules and regulations set forth in the ordinance of the City of National City in regard to such work, and all amendments thereto.

GB/y
BUILDING INSPECTOR

When Properly Validated This Statement Becomes Your Receipt for Payment of Above Amount.

THE CITY OF NATIONAL CITY

NATIONAL CITY, CALIFORNIA

IRENE M. ALSTON
City Clerk

March 21, 1955

Hans K. Lindemann
1315 E. 4th Street
National City, Calif.

Dear Sir:

Enclosed is a certified copy of Resolution No. 6356, granting you a special zone variance permit for the purpose of operating "The House of Sun Colored Glass", in an R-2 Zone. Also to erect a new addition in accordance with the requirements setforth in the Resolution.

Yours very truly

Irene M. Alston

IRENE M. ALSTON
City Clerk

IMA:gb
Encl.

CITY OF NATIONAL CITY
National City, California

CERTIFICATE OF ZONE VARIANCE APPROVAL

Be it known that the Planning Commission and City Council of the City of National City, having held public hearings and having given due notice of said hearings as prescribed in Section 20 of Ordinance No. 750 of the City of National City, do hereby grant to Hans K. Lindemann _____ of 1315 East Fourth Street, National City, California hereinafter referred to as petitioner, permission to use and develop that property described herein in the manner requested by Application for Conditional Exception No. 211 filed in the Office of the City Clerk on the 13th day of January, 19 55 and accepted by Resolution No. 6256 on the 15th day of March, 19 55. Said applicant requests the following variance of the regulations as prescribed in Ordinance No. 750: Permission to operate "The House of Sun Colored Glass", a Museum, in an R-2 Zone. Also to erect a new addition to be located 11' from the front property line in lieu of the required 15' set-back, and 4' from the rear property line in lieu of the required 10' set-back.

This certificate of acceptance shall be subject to the following conditions or restrictions: _____

This above stated use and occupancy shall be exercised on the following described property, situated in the City of National City, California, and more particularly described as follows: _____

Easterly 100' of the Westerly 200' of Lot 17, Block 3 of Paradena Park, according to Map thereof No. 1404 on file in the office of the Recorder of San Diego County. (1315 East Fourth Street, National City, California.)

Be it further known that if any construction, alteration or the use permitted under such conditional exception has not been started within ninety (90) days from the date of approval by the City Council, the conditional exception shall become null and void.

This permit is _____ assignable and _____ transferable.

NATIONAL CITY PLANNING COMMISSION,

SIGERT O. GRANGER
Chairman

Hazelene Stevens
Secretary

Subscribed and sworn to before me this 10th day of June, 19 57

Irene M. Alcott
City Clerk, City of National City, California

RESOLUTION GRANTING SPECIAL ZONE VARIANCE

RESOLUTION No. 6356

Be it resolved by the City Council of the City of National City as follows:

That a special zone variance permit be granted to [redacted]

for the purpose of operating "The Home of Sea Colored Glass", a [redacted], in an existing 1-2 room, also to erect a new addition to be located 11' from the front property line in lieu of the required 15' set-back, and 4' from the rear property line in lieu of the required 10' set-back.

Said property is described as follows:

Easterly 100' of the Westerly 200' of Lot 17, Block 3 of Paradise Park, according to Map thereof No. 104 on file in the office of the Recorder of San Diego County (131 East 4th Street.

That said permit is granted upon the conditions and recommendations of the City Planning Commission as hereinafter set forth:

That said permit is non-assignable and non-transferrable.

Construction is to be commenced within ninety days from date hereof.

This permit shall expire_____day of_____19____. Any violation of any of the above conditions will void this permit and the same shall lapse and be of no effect.

Passed and adopted as of the 15th day of March, 1955.

Walter F. Hodge

MAYOR

ATTEST:

Irene M. Alston

CLERK

PASSED AND ADOPTED by the City Council of the City of National City, California, this 15th day of March, 19 55, by the following vote, to-wit:

AYES: Councilmen Heck, Parchen, Hodge

NAYS: Councilmen None

ABSENT: Hollingsworth, Jensen

Walter F. Hodge
Mayor of the City of National City, California.

ATTEST: Irene M. Alston
City Clerk.

I hereby approve the foregoing { Resolution / ~~Ordinance~~ } this 15th day of March, 1955

Walter F. Hodge
Mayor of the City of National City, California.

I hereby certify that the above and foregoing is a full and true copy of { Resolution / ~~Ordinance~~ } No. 6356 of the { Resolutions / ~~Ordinances~~ } of the City of National City, California, as adopted by the City Council of said City, and approved by the Mayor of said City, on the 15th day of March, 19 55

Irene M. Alston
City Clerk of the City of National City, California.

Deputy

RESOLUTION GRANTING SPECIAL ZONE VARIANCE

RESOLUTION No.

4683

Be it resolved by the City Council of the City of National City as follows:

That a special zone variance permit be granted to H. K. Lindeman

for the purpose of ~~building garage in line with easterly neighbors~~ existing garage and do necessary excavation; (yard variance)

Said property is described as follows: Easterly 100 feet of Westerly 200 feet of Lot 17, Block 3, Tract 1404 Paradena Park.

That said permit is granted upon the conditions and recommendations of the City Planning Commission as hereinafter set forth:

Provided no portion of garage or doors protrude over property line.

That said permit is non-assignable and non-transferrable.

Construction is to be commenced within ninety days from date hereof.

This permit shall expire_____day of_____19____. Any violation of any of the above conditions will void this permit and the same shall lapse and be of no effect.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street City Zip	Date of Inspection	Number of Pages
1315 E. 4th St., National City, CA 91950	10/03/2006	7

R-Solution Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

Report # W8781

Lic. Registration # PR 4872

Escrow #

Ordered by:	Property Owner and/or Party of Interest:	Report Sent to:
Spring Realty Victor Trevino 1761 Hotel Circle 112 San Diego, CA 92108	Shirley Lindemann 1315 E. 4th St. National City, CA 91950	Spring Realty Victor Trevino 1761 Hotel Circle 112 San Diego, CA 92108

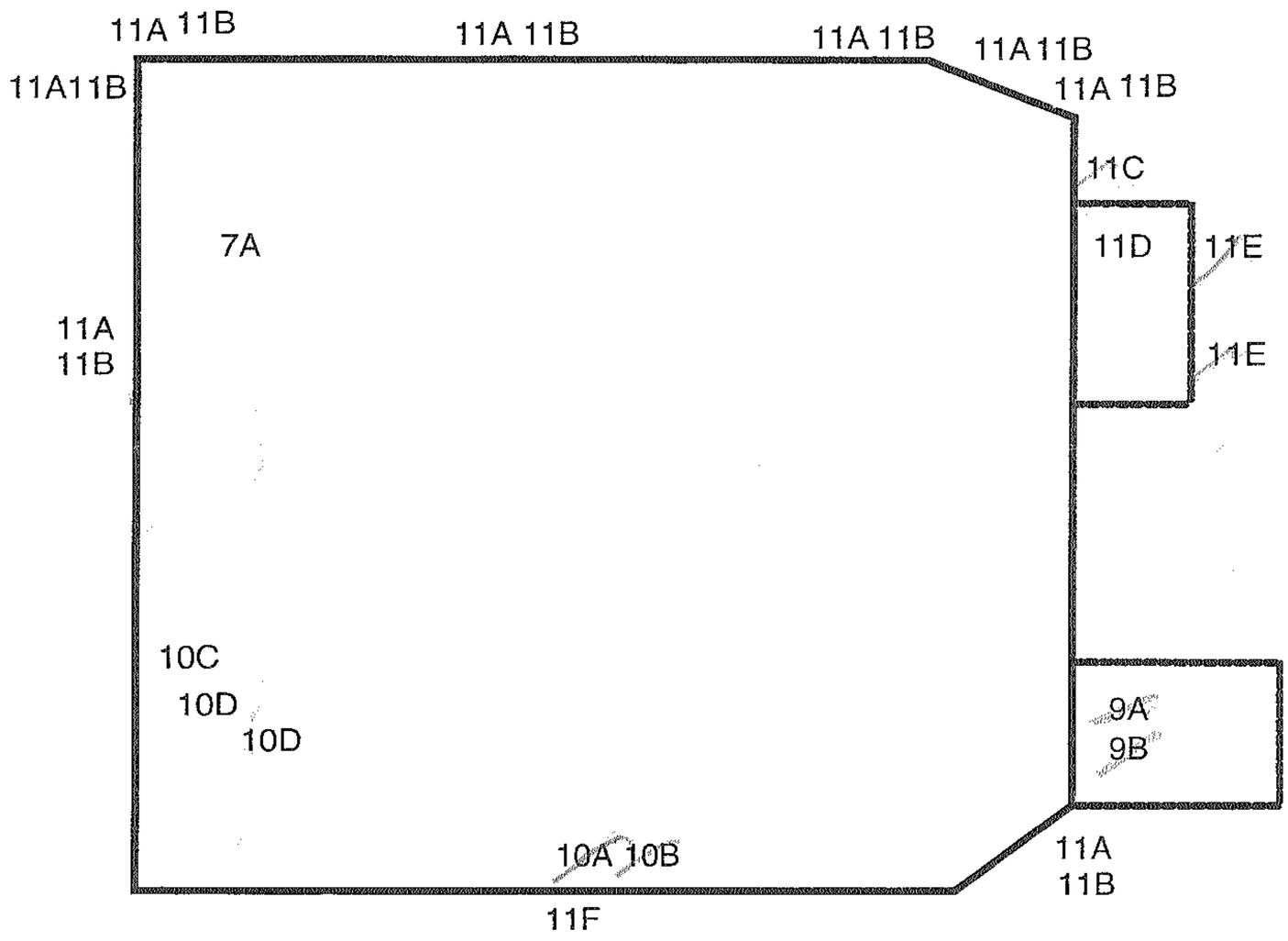
COMPLETE REPORT ☑ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

General Description:	Inspection Tag Posted: Attic
1- story sfr, furnished and occuppied	Other Tags Posted:

An Inspection has been made of the structure(s) shown on the diagram in accordance with the Sturctural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected

Subterranean Termites ☑ Drywood Termites ☑ Fungus / Dryrot ☑ Other Findings ☑ Further Inspection ☐

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for the details on checked items.



This Diagram is not to scale

Inspected by: Richard H La Plante **State License No.** FR14572 **Signature** [signature]

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California, 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov

Initials

THIRD PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1315 E. 4th St., National City, CA 91950 10/03/2006 W8781

Date Report #

FINDINGS AND RECOMMENDATIONS

Substructure: Slab

Stall Shower: Tested no leaks

Foundations: Concrete slab above grade

Porches - Steps: Concrete slab

Ventilation: Slab

Abutments: None Noted

Attic Spaces: Partially accessible insulated

7A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at attic framing members as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

Garages: None Noted

Decks - Patios: Connecting patio cover

9A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at patio cover as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

9B (Section I)
FINDINGS: Evidence of termite damaged wood members noted at time of inspection at patio cover framing as indicated on the diagram.
RECOMMENDATION: Remove replace damaged wood members with new material-minor damage maybe filled/reinforced if wood members are still capable of performing the function for which it was designed. If additional adverse conditons are uncovered during repairs a supplemental report will be issued indicating any infection and/or damage and cost of repairs.

Other Interior: Partially Accessible

10A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at stationary blocked door as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

- Findings and Recommendations continued on next page -

Initials

- Findings and Recommendations continued from previous page -

10B (Section I)
FINDINGS: Termite damage was noted at stationary blocked door.
RECOMMENDATION: Due to state of disrepair, R-Solution rémommends that the damage/infested materials/structure be removed and disposed of . Rebuild / Frame out opening with siding, and drywall components.

10C (Section I)
FINDINGS: Evidence of dry-wood termite infestation at interior wall as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

10D (Section I)
FINDINGS: Evidence of subterranean termite infestation at interior wall as indicated on the diagram.
RECOMMENDATION: Pressure rod treat, trench application or low pressure spot spray as necessary with an approved termiticide for the control of subterranean termites . This treatment will not control /prevent infestation of subterranean termites in non treated areas and guarrantee is limited to the treated areas only. Break or remove all accessible sub tubes.

Other Exterior: Inspected

11A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at exterior wood trim as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

11B (Section I)
FINDINGS: Evidence of termite damaged wood members noted at time of inspection at exterior wood trim as indicated on the diagram.
RECOMMENDATION: Remove replace damaged wood members with new material-minor damage maybe filled/reinforced if wood members are still capable of performing the function for which it was designed. If additional adverse conditons are uncovered during repairs a supplemental report will be issued indicating any infection and/or damage and cost of repairs.

11C (Section I)
FINDINGS: Dry-rot wood members found at time of inspection at french doors at side entrance as indicated on the diagram .
RECOMMENDATION: Replace dry-rot damaged wood members as necessary with new material. Treat surface
fungus as nescessary. Fungicide to be used is Tim-Bor (Disodium Octoborate Tetra-hydrate). If additional adverse conditons are uncovered during repairs a Supplemental Report will be issued indicating any infection and/or damage and cost of repairs.

- Findings and Recommendations continued on next page -

Initials

FIFTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1315 E. 4th St., National City, CA 91950 10/03/2006 W8781

Date Report #

- Findings and Recommendations continued from previous page -

11D (Section I)
FINDINGS: Dry-rot wood members found at time of inspection at window trim as indicated on the diagram .
RECOMMENDATION: Replace dry-rot damaged wood members as necessary with new material. Treat surface
fungus as nescessary. Fungicide to be used is Tim-Bor (Disodium Octoborate Tetra-hydrate). If additional adverse conditons are uncovered during repairs a Supplemental Report will be issued indicating any infection and/or damage and cost of repairs.

11E (Section I)
FINDINGS: Termite and fungus damage was noted at side door over hang.
RECOMMENDATION: Due to state of disrepair, R-Solution remommends that the damage/infested materials/structure be removed and disposed of .

11F (Section I)
FINDINGS: Termite damage was noted at stationary blocked door.
RECOMMENDATION: Due to state of disrepair, R-Solution remommends that the damage/infested materials/structure be removed and disposed of .

NOTE: Adjacent fences and gates on property were not inspected at this time.

NOTE: Due to exessive insulation or low clearance, attic was inaccessible for full visual inspection. Inspection, was made from access only. There appears to be no economical or practical method to make the area (s) accessible. No opinion is rendered concerning conditions in the attic area that were not visible from access opening.

NOTE: R-Solution will include one coat of primer at the time of repairs. If owner/agent wishes to have one coat of matching paint applied at no additional charge, paint should be made available at the time of repairs.

NOTE: At the time of inspection some windows/sash and/or frames were inaccessible due to being painted shut or stuck . If the owner/agent wishes to have these areas inspected R-Solution recommends that the area be made accessible for further inspection.

NOTE: R-Solution will use todays, colors, styles, shapes, sizes and standards when performing repair work outlined in this report. All due care will be taken to match existing construction details. Owner/Agent will be notified of any additional supplemental costs in matching construction details.

NOTE: During the course of performing any recommendations in this report, if any additional infestation, infection, or damage is discovered in a concealed area R-Solution will issue a Supplemental Report. R-Solution is not Responsible for the treatment or repairs of damage in concealed areas. Upon request a cost estimate will be provided with the Supplemental Report.

NOTE: Weathered exterior wood trim noted at time of inspection. This appears to be cosmetic damage, not caused by wood destroying organisms.

NOTE: Water stains noted at sink bottoms, wall adjacent to bathroom of stall shower. R-Solution does not guarantee the presence or non-presence of any leaks or hidden damage from same now or in the future.

Initials

SEVENTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1315 E. 4th St., National City, CA 91950 10/03/2006 W8781

Date Report #

If the Home Owner fails to pay billing in full, R - Solution will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney's fees. If for any reason this account is to be turned over to our collection agency, You will be responsible for all cost of collecting. All balances that remain un-paid for a period of 31 days or more will be subject to 1 1/2 % per month interest charges of total bill and or lien fees.

All chemical Treatments are guaranteed for one year (Only areas treated are guaranteed). Work completed (labor) by operator shall be guaranteed for a period of one year from date of completion. Plumbing parts or any measures for the control of moisture are guaranteed for (30) days only.

R - Solution will use todays colors, styles, and shapes when performing repair work outlined in this report. All necesssary care will be taken, to match existing construction details. Owner and/or Agent will be notified of any additional / supplemental costs required in matching construction details.

Customer agrees to hold company harmless for any damage which may occur to Plant Life, Trees, Vines, Wiring, Tile Roofs, Plumbing and Pets or breakage which is beyond the reasonable industry standards of performing above said work.

During the course of performing any work in this proposal, any additional infestation, infection or damage found in a concealed or inaccessible area will be noted to owner / agent. A supplemental report and cost estimate will be provided and must be approved by owner / agent prior to continuing the repairs.

** NOTICE OF CANCELLATION**

You the customer, may cancel this transaction, without penalty or obligation within (3) three business days from date of transaction. Any payment and / or negotiable instrument executed by you will be returned within (10) ten business days following the receipt of your cancelation notice. To cancel this transaction, please sign and date this portion of contract and deliver via fax, mail or in person no later than midnight of the 3rd busisness day following the date of this work authorization.

I HEREBY CANCEL THIS TRANSACTION DATED ___/___/_____.

OWNER/ AGENT: _____ DATE: _____.

** Signature required here only if canceling this transaction **

_____
Initials

SIXTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1315 E. 4th St., National City, CA 91950 — 10/03/2006 (Date) — W8781 (Report #)

In accordance with the laws and regulation of the State of California, we are required to provide you with the following information prior to application of pesticides to your property.

"State law requires that you be given the following information: CAUTION, PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Dept. of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800) 876-4766 and your pest control operator immediately." Effects of over exposure to these materials can include tremors and tonic and colonic convulsions.

For further information, contact any of the following:

R-Solutions Termite and Construction Inc.	(877) 317-9663
Poison Control Center	(800) 876-4766
(Health Questions) County Health Dept.	
Orange County	(714) 834-7700
Los Angeles County	(213) 250-8055
San Bernardino County	(909) 387-6280
Riverside County	(909) 358-5000
San Diego County	(619) 338-2222
(Application Info.) County Agriculture Commission	
Orange County	(714) 447-7100
Los Angeles County	(626) 575-5465
San Bernardino County	(909) 387-2115
Riverside County	(909) 955-3045
San Diego County	(619) 694-2739
Structural Pest Control Board (Regulatory Info.)	(916) 561-8704
1418 Howe Ave. Suite 18, Sacramento, Ca. 95825	

VIKANE (SULFURYL FLUORIDE)
NOTE: Choropicrin is used as a "warning agent" on all structural fumigations.

TIMBOR (DISODIUM OCTABORATE TETRAHYDRATE)

TERMIDOR SC (FIPRONIL)

CY-KICK (CYFLUTHRIN)

BORID (ORTHOBORIC ACID)

PRELUDE (PERMETHRIN)

PERMETHRIN PRO (PERMETHRIN)

NOTICE TO OWNER

Under the California Mechanic's Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who help to improve your property, but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the sub-contractor, laborers, or suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

The total amount of this contract is Due and payable upon completion of the work listed above unless otherwise specified.

_____
Initials

SECOND PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1315 E. 4th St., National City, CA 91950 10/03/2006 W8781

Date Report #

What is a Wood Destroying Pest and Organism Inspection Report?

The following explains the scope and limitations of a structural pest control inspection and a Wood Destroying Pest & Organism Inspection Report.

A Wood Destroying Pest & Organism Inspection Report contains finding as to the presence or absence of wood destroying insects or organisms in visible and accessible areas on the date of inspection and contains our recommendations for correcting any infestations, infections, or conditions found. The contents of the wood destroying pest & organism inspection report are governed by the structural pest control act and its rules and regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to this report. This report does not address any such defects as they are not within the scope of the license of the inspector or the company issuing this report.

The following areas are considered inaccessible for purposes of inspection or are not included in a normal inspection report and therefore are excluded in this report: the interior of hollow walls; spaces between an upstairs floor and the ceiling below or a porch deck and soffit below; stall showers over finished ceilings; such structural segments as areas enclosed by bay windows, buttresses, built in cabinet work, areas under floor covering; any areas requiring the removal of storage, furnishings or appliances; any areas to which there is no access without defacing or removing lumber, masonry or finished workmanship.

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or, insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; areas where there is no access without defacing or tearing out lumber, masonry or finished work; make inspection impractical; and areas or timbers around eaves that would require use of an extension ladder.

Certain areas may be inaccessbile for inspection due to construction or storage. We recommend further inspection of areas where inspection was impractical. Re: Structural Pest Control Act, Article 6, section 8516 (b), paragraph 1990 (l). Amended effective March 1, 1974. Stall shower, if any, are water tested in compliance with Section 1991 (12) of the Structural Pest Control Act. The absence or presence of leaks through sub-floor, adjacent floors or walls will be reported. This is a report of the condition of the stall shower at the time of inspection only, and should not be confused as a guarantee. Although we make a visual examination, we do not deface or probe into window or door frames, decorative trim, roof members, etc., in search of wood destroying pests or organisms.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress in necessary. Any guarantees must be received from parties performing repairs.

NOTE: We do not inspect or certify plumbing, plumbing fixtures, etc.

NOTE: "The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contract a roofing contractor who is licensed by the Contractor's State License Board."

"NOTICE: The charge for service that this company subcontracts to another person or entity may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept R-Solutions Termite and Construction Inc.'s bid or you may contract directly with another registered company licensed to perform the work.
If you choose to contract directly with another registered company, R-Solutions Termite and Construction Inc. will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

"Local treatment is not intended to be an entire structure treatment method. If infestations or wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated."

A separated report has been requested which is defined as section I / section II conditions evident on the date of inspection. Section I contains items where there is evidence of active infestation, infection of conditions that have resulted in or from infestation of infection. Section II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as section I or section II.

Initials

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street City Zip	Date of Inspection	Number of Pages
1317 E. 4th St., National City, CA 91950	10/03/2006	7

R-Solution Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

Report # W8783
Lic. Registration # PR 4872
Escrow #

Ordered by:	Property Owner and/or Party of Interest:	Report Sent to:
Springs Realty Victor Trevino 1761 S. Hotel Cicle 112 San Diego, CA 92108	Shirley Lindemann 1314 E. 4th St. National City, CA 91950	Springs Realty Victor Trevino 1761 S. Hotel Cicle 112 San Diego, CA 92108

COMPLETE REPORT ☑ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

General Description:
1 story sfr, vacant,w/ garage, and patio cover

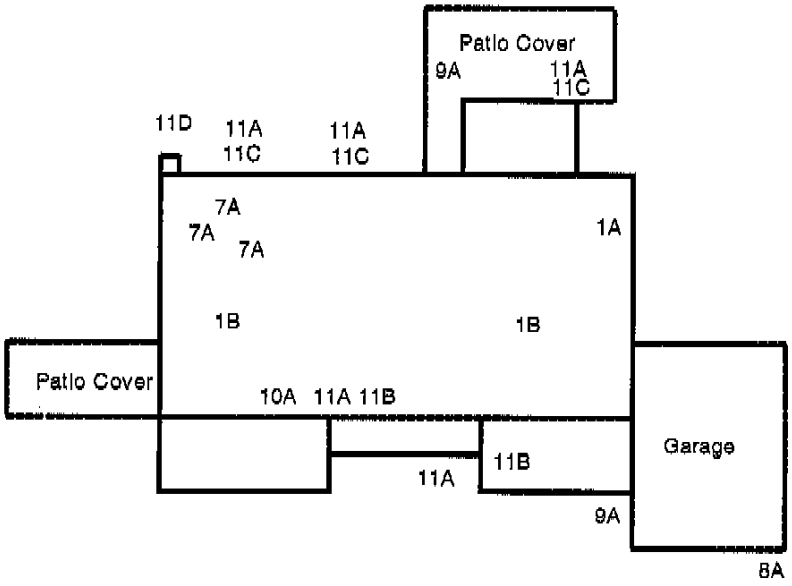
Inspection Tag Posted: Attic

Other Tags Posted:

An Inspection has been made of the structure(s) shown on the diagram in accordance with the Sturctural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected

Subterranean Termites ☐ Drywood Termites ☑ Fungus / Dryrot ☑ Other Findings ☑ Further Inspection ☐

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for the details on checked items.



This Diagram is not to scale

Inspected by: Richard H La Plante **State License No.** FR14572 **Signature** [signature]

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California, 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov

Initials

From:R-SOLUTION 17606309668 11/15/2006 07:44 #117 P.001/017

SECOND PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 E. 4th St., National City, CA 91950 — Date: 10/03/2006 — Report #: W8783

What is a Wood Destroying Pest and Organism Inspection Report?

The following explains the scope and limitations of a structural pest control inspection and a Wood Destroying Pest & Organism Inspection Report.

A Wood Destroying Pest & Organism Inspection Report contains finding as to the presence or absence of wood destroying insects or organisms in visible and accessible areas on the date of inspection and contains our recommendations for correcting any infestations, infections, or conditions found. The contents of the wood destroying pest & organism inspection report are governed by the structural pest control act and its rules and regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to this report. This report does not address any such defects as they are not within the scope of the license of the inspector or the company issuing this report.

The following areas are considered inaccessible for purposes of inspection or are not included in a normal inspection report and therefore are excluded in this report: the interior of hollow walls; spaces between an upstairs floor and the ceiling below or a porch deck and soffit below; stall showers over finished ceilings; such structural segments as areas enclosed by bay windows, buttresses, built in cabinet work, areas under floor covering; any areas requiring the removal of storage, furnishings or appliances; any areas to which there is no access without defacing or removing lumber, masonry or finished workmanship.

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or, insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; areas where there is no access without defacing or tearing out lumber, masonry or finished work; make inspection impractical; and areas or timbers around eaves that would require use of an extension ladder.

Certain areas may be inaccessible for inspection due to construction or storage. We recommend further inspection of areas where inspection was impractical. Re: Structural Pest Control Act, Article 6, section 8516 (b), paragraph 1990 (l). Amended effective March 1, 1974. Stall shower, if any, are water tested in compliance with Section 1991 (12) of the Structural Pest Control Act. The absence or presence of leaks through sub-floor, adjacent floors or walls will be reported. This is a report of the condition of the stall shower at the time of inspection only, and should not be confused as a guarantee. Although we make a visual examination, we do not deface or probe into window or door frames, decorative trim, roof members, etc., in search of wood destroying pests or organisms.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress in necessary. Any guarantees must be received from parties performing repairs.

NOTE: We do not inspect or certify plumbing, plumbing fixtures, etc.

NOTE: "The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contract a roofing contractor who is licensed by the Contractor's State License Board."

"NOTICE: The charge for service that this company subcontracts to another person or entity may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept R-Solutions Termite and Construction Inc.'s bid or you may contract directly with another registered company licensed to perform the work.
If you choose to contract directly with another registered company, R-Solutions Termite and Construction Inc. will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

"Local treatment is not intended to be an entire structure treatment method. If infestations or wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated."

A separated report has been requested which is defined as section I / section II conditions evident on the date of inspection. Section I contains items where there is evidence of active infestation, infection of conditions that have resulted in or from infestation of infection. Section II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as section I or section II.

Initials

THIRD PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 E. 4th St., National City, CA 91950 — 10/03/2006 (Date) — W8783 (Report #)

FINDINGS AND RECOMMENDATIONS

Substructure: Dry / Accessible

1A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at sub floor as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

1B (Section II)
FINDINGS: Cellulose debris noted at time of inspection in sub area.
RECOMMENDATION: Clean-out cellulose debris and remove from premises. Debris or form boards embedded or impratical to remove, will be chemically treated.

Stall Shower: None Noted

Foundations: Concrete above grade

Porches - Steps: Concrete appears sealed

Ventilation: Appears adequate above grade

Abutments: None Noted

Attic Spaces: Partially accessible insulated

7A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at attic framing as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

Garages: Partially accessible

8A (Section I)
FINDINGS: Dry-rot wood members found at time of inspection at garage door jamb bottom as indicated on the diagram .
RECOMMENDATION: Replace dry-rot damaged wood members as necessary with new material. Treat surface
fungus as nescessary. Fungicide to be used is Tim-Bor (Disodium Octoborate Tetra-hydrate). If additional adverse conditons are uncovered during repairs a Supplemental Report will be issued indicating any infection and/or damage and cost of repairs.

Decks - Patios: Patio cover

- Findings and Recommendations continued on next page -

Initials

FOURTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 E. 4th St., National City, CA 91950 10/03/2006 W8783
Date Report #

- Findings and Recommendations continued from previous page -

9A (Section I)
FINDINGS: Dry-rot wood members found at time of inspection at patio cover slat as indicated on the diagram .
RECOMMENDATION: Replace dry-rot damaged wood members as necessary with new material. Treat surface
fungus as nescessary. Fungicide to be used is Tim-Bor (Disodium Octoborate Tetra-hydrate). If additional adverse conditons are uncovered during repairs a Supplemental Report will be issued indicating any infection and/or damage and cost of repairs.

Other Interior: Partially Accessible

10A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at interior wall as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

Other Exterior: Inspected

11A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at exterior wood trim as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

11B (Section I)
FINDINGS: Dry-rot wood members found at time of inspection at front porch posts, wood trim as indicated on the diagram .
RECOMMENDATION: Replace dry-rot damaged wood members as necessary with new material. Treat surface
fungus as nescessary. Fungicide to be used is Tim-Bor (Disodium Octoborate Tetra-hydrate). If additional adverse conditons are uncovered during repairs a Supplemental Report will be issued indicating any infection and/or damage and cost of repairs.

11C (Section I)
FINDINGS: Evidence of termite damaged wood members noted at time of inspection at exterior wood trim as indicated on the diagram.
RECOMMENDATION: Remove replace damaged wood members with new material-minor damage maybe filled/reinforced if wood members are still capable of performing the function for which it was designed. If additional adverse conditons are uncovered during repairs a supplemental report will be issued indicating any infection and/or damage and cost of repairs.

11D (Section I)
FINDINGS: Fungus damage was noted at hot water heater shed.
RECOMMENDATION: Due to state of disrepair, R-Solution remommends that the damage/infested materials/structure be removed and disposed of .

NOTE: Adjacent fences and gates on property were not inspected at this time.

- Findings and Recommendations continued on next page -

Initials

FIFTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 E. 4th St., National City, CA 91950 — Date: 10/03/2006 — Report #: W8783

- Findings and Recommendations continued from previous page -

NOTE: During the course of garage door repair, R-Solution will not be responsible for malfunctions of hardware, which if old can cease working. Please contact a garage door hardware specialist after garage wood members are replaced to adjust or replace hardware.

NOTE: Fumigation proposal is priced inconjuction with proposal at 1317 1/2 E. 4th St.

NOTE: Due to exessive insulation or low clearance, attic was inaccessible for full visual inspection. Inspection, was made from access only. There appears to be no economical or practical method to make the area (s) accessible. No opinion is rendered concerning conditions in the attic area that were not visible from access opening.

NOTE: R-Solution will include one coat of primer at the time of repairs. If owner/agent wishes to have one coat of matching paint applied at no additional charge, paint should be made available at the time of repairs.

NOTE: At the time of inspection some windows/sash and/or frames were inaccessible due to being painted shut or stuck . If the owner/agent wishes to have these areas inspected R-Solution recommends that the area be made accessible for further inspection.

NOTE: R-Solution will use todays, colors, styles, shapes, sizes and standards when performing repair work outlined in this report. All due care will be taken to match existing construction details. Owner/Agent will be notified of any additional supplemental costs in matching construction details.

NOTE: During the course of performing any recommendations in this report, If any additional infestation, Infection, or damage is discovered in a concealed area R-Solution will issue a Supplemental Report. R-Solution is not Responsible for the treatment or repairs of damage in concealed areas. Upon request a cost estimate will be provided with the Supplemental Report.

NOTE: Weathered exterior wood trim noted at time of inspection. This appears to be cosmetic damage, not caused by wood destroying organisms.

NOTE: Water stains noted at garage walls, ceiling, eaves, and sub floor. R-Solution does not guarantee the presence or non-presence of any leaks or hidden damage from same now or in the future.

Initials

SIXTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 E. 4th St., National City, CA 91950 — Date: 10/03/2006 — Report #: W8783

In accordance with the laws and regulation of the State of California, we are required to provide you with the following information prior to application of pesticides to your property.

"State law requires that you be given the following information: CAUTION, PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Dept. of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800) 876-4766 and your pest control operator immediately." Effects of over exposure to these materials can include tremors and tonic and colonic convulsions.

For further information, contact any of the following:

R-Solutions Termite and Construction Inc.	(877) 317-9663
Poison Control Center	(800) 876-4766
(Health Questions) County Health Dept.	
Orange County	(714) 834-7700
Los Angeles County	(213) 250-8055
San Bernardino County	(909) 387-6280
Riverside County	(909) 358-5000
San Diego County	(619) 338-2222
(Application Info.) County Agriculture Commission	
Orange County	(714) 447-7100
Los Angeles County	(626) 575-5465
San Bernardino County	(909) 387-2115
Riverside County	(909) 955-3045
San Diego County	(619) 694-2739

Structural Pest Control Board (Regulatory Info.) (916) 561-8704
1418 Howe Ave. Suite 18, Sacramento, Ca. 95825

VIKANE (SULFURYL FLUORIDE)
NOTE: Choropicrin is used as a "warning agent" on all structural fumigations.

TIMBOR (DISODIUM OCTABORATE TETRAHYDRATE)

TERMIDOR SC (FIPRONIL)

CY-KICK (CYFLUTHRIN)

BORID (ORTHOBORIC ACID)

PRELUDE (PERMETHRIN)

PERMETHRIN PRO (PERMETHRIN)

NOTICE TO OWNER

Under the California Mechanic's Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who help to improve your property, but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the sub-contractor, laborers, or suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

The total amount of this contract is Due and payable upon completion of the work listed above unless otherwise specified.

Initials

SEVENTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 E. 4th St., National City, CA 91950 10/03/2006 W8783

Date Report #

If the Home Owner fails to pay billing in full, R - Solution will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney's fees. If for any reason this account is to be turned over to our collection agency, You will be responsible for all cost of collecting. All balances that remain un-paid for a period of 31 days or more will be subject to 1 1/2 % per month interest charges of total bill and or lien fees.

All chemical Treatments are guaranteed for one year (Only areas treated are guaranteed). Work completed (labor) by operator shall be guaranteed for a period of one year from date of completion. Plumbing parts or any measures for the control of moisture are guaranteed for (30) days only.

R - Solution will use todays colors, styles, and shapes when performing repair work outlined in this report. All necesssary care will be taken, to match existing construction details. Owner and/or Agent will be notified of any additional / supplemental costs required in matching construction details.

Customer agrees to hold company harmless for any damage which may occur to Plant Life, Trees, Vines, Wiring, Tile Roofs, Plumbing and Pets or breakage which is beyond the reasonable industry standards of performing above said work.

During the course of performing any work in this proposal, any additional infestation, infection or damage found in a concealed or inaccessible area will be noted to owner / agent. A supplemental report and cost estimate will be provided and must be approved by owner / agent prior to continuing the repairs.

** NOTICE OF CANCELLATION**

You the customer, may cancel this transaction, without penalty or obligation within (3) three business days from date of transaction. Any payment and / or negotiable instrument executed by you will be returned within (10) ten business days following the receipt of your cancelation notice. To cancel this transaction, please sign and date this portion of contract and deliver via fax, mail or in person no later than midnight of the 3rd business day following the date of this work authorization.

I HEREBY CANCEL THIS TRANSACTION DATED ___/___/_____.

OWNER/ AGENT: _____ DATE: _____.

** Signature required here only if canceling this transaction **

Initials

R-Solution
Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

Work Authorization

Address: 1317 E. 4th St. National City, CA 91950

Report # W8783 Report Date: 10/03/2006

The terms of this contract are agreed upon as set forth in the above noted report.

Findings and Recommendations estimated by this Company:

Approval	Item	Primary Estimate	Section
☐	1A	$695.00	I
☐	1B	Bid Upon Request	II
☐	7A	Included in 1A	I
☐	8A	Included in 11B	I
☐	9A	Included in 11B	I
☐	10A	Included in 1A	I
☐	11A	Included in 1A	I
☐	11B	$789.00	I
☐	11C	Included in 11B	I
☐	11D	$89.00	I

Complete all of the above listed items.

☐ **Complete all items with Primary Estimate:** **Total Estimate** **$1,573.00**

☐ Complete only the above items checked.

Total $_____

I have read and understand the terms of the Report referenced above and agree to the terms and conditions set forth.

R-Solutions Termite and Construction Inc. is hereby authorized to complete the items selected above and it is agreed that payment shall be made as follows:

Payment shall be made as follows: ☐ ***With close of Escrow*** ☐ ***$_____Deposit*** ☐ ***$_____on Completion***

Escrow Number:_____ Escrow Company:_____ Escrow Officer: _____

Phone ( ) _____ - _____ Fax ( ) _____ - _____ Address: _____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title:_____

Print Name:_____ X_____ Date_____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title:_____

Print Name:_____ X_____ Date_____

R-Solution
Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

INVOICE

12378

PAGE **1 of 1**

JOB NUMBER **W8783**

Bill To: Attn: Victor Trevino
Springs Realty
1761 S. Hotel Cicle , 112
San Diego, CA 92108

Remit To: R-Solutions Termite and Construction Inc.
1304 N. Melrose Dr. Suite H
Vista, CA 92083

REFERENCE NO.

SERVICE ADDRESS
1317 E. 4th St. National City, CA 91950

ITEM	DATE	QTY	DESCRIPTION	AMOUNT	TAX AMT	TOTAL
1	10/04/2006		Termite Inspection Fee.	$49.00		$49.00

PLEASE INCLUDE THE INVOICE NUMBER IN ALL CORRESPONDENCE

Balances that remain unpaid for 30 days may be subject to 1 1/2 % per month interest and/or lien fees.

GRAND TOTAL **$49.00**

From:R-SOLUTION 17606309668 11/15/2006 07:47 #117 P.009/017

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street City Zip	Date of Inspection	Number of Pages
1317 1/2 E. 4th St., National City, CA 91950	10/03/2006	6

R-Solution Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

Report # W8782
Lic. Registration # PR 4872
Escrow #

Ordered by:	Property Owner and/or Party of Interest:	Report Sent to:
Springs Realty Victor Trevino 1761 S. Hotel Circle 112 San Diego, CA 92108	Shirley Lindemann 1314 E. 4th St. National City, CA 91950	Springs Realty Victor Trevino 1761 S. Hotel Circle 112 San Diego, CA 92108

COMPLETE REPORT ☑ LIMITED REPORT ☑ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

General Description: 1story sfr, vacant

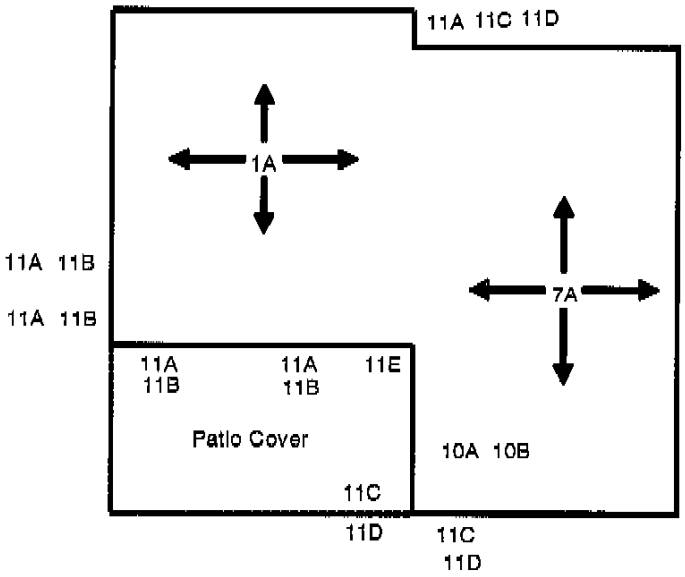
Inspection Tag Posted: Kitchen

Other Tags Posted:

An inspection has been made of the structure(s) shown on the diagram in accordance with the Sturctural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected

Subterranean Termites ☑ Drywood Termites ☐ Fungus / Dryrot ☑ Other Findings ☑ Further Inspection ☐

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for the details on checked items.



This Diagram is not to scale

Inspected by: Richard H La Plante **State License No.** FR14572 **Signature** Richard H La Plante

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California, 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov

Initials

From:R-SOLUTION 17606309668 11/15/2006 07:47 #117 P.010/017

SECOND PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 1/2 E. 4th St., National City, CA 91950 10/03/2006 W8782

Date Report #

What Is a Wood Destroying Pest and Organism Inspection Report?

The following explains the scope and limitations of a structural pest control inspection and a Wood Destroying Pest & Organism Inspection Report.

A Wood Destroying Pest & Organism Inspection Report contains finding as to the presence or absence of wood destroying insects or organisms in visible and accessible areas on the date of inspection and contains our recommendations for correcting any infestations, infections, or conditions found. The contents of the wood destroying pest & organism inspection report are governed by the structural pest control act and its rules and regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to this report. This report does not address any such defects as they are not within the scope of the license of the inspector or the company issuing this report.

The following areas are considered inaccessible for purposes of inspection or are not included in a normal inspection report and therefore are excluded in this report: the interior of hollow walls; spaces between an upstairs floor and the ceiling below or a porch deck and soffit below; stall showers over finished ceilings; such structural segments as areas enclosed by bay windows, buttresses, built in cabinet work, areas under floor covering; any areas requiring the removal of storage, furnishings or appliances; any areas to which there is no access without defacing or removing lumber, masonry or finished workmanship.

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or, insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; areas where there is no access without defacing or tearing out lumber, masonry or finished work; make inspection impractical; and areas or timbers around eaves that would require use of an extension ladder.

Certain areas may be inaccessbile for inspection due to construction or storage. We recommend further inspection of areas where inspection was impractical. Re: Structural Pest Control Act, Article 6, section 8516 (b), paragraph 1990 (l). Amended effective March 1, 1974. Stall shower, if any, are water tested in compliance with Section 1991 (12) of the Structural Pest Control Act. The absence or presence of leaks through sub-floor, adjacent floors or walls will be reported. This is a report of the condition of the stall shower at the time of inspection only, and should not be confused as a guarantee. Although we make a visual examination, we do not deface or probe into window or door frames, decorative trim, roof members, etc., in search of wood destroying pests or organisms.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress in necessary. Any guarantees must be received from parties performing repairs.

NOTE: We do not inspect or certify plumbing, plumbing fixtures, etc.

NOTE: "The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contract a roofing contractor who is licensed by the Contractor's State License Board."

"NOTICE: The charge for service that this company subcontracts to another person or entity may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept R-Solutions Termite and Construction Inc.'s bid or you may contract directly with another registered company licensed to perform the work.
If you choose to contract directly with another registered company, R-Solutions Termite and Construction Inc. will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

"Local treatment is not intended to be an entire structure treatment method. If infestations or wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated."

A separated report has been requested which is defined as section I / section II conditions evident on the date of inspection. Section I contains items where there is evidence of active infestation, infection of conditions that have resulted in or from infestation of infection. Section II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as section I or section II.

Initials

THIRD PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 1/2 E. 4th St., National City, CA 91950 — Date 10/03/2006 — Report # W8782

FINDINGS AND RECOMMENDATIONS

Substructure: Inaccessible

1A (Section Unknown)
FINDINGS: Inaccessible areas at sub area due to no access.
RECOMMENDATION: Make area accessible for inspection if required. Contact R-Solution for a supplemental report if area is made accessible.

Stall Shower: None noted

Foundations: Concrete appears above grade

Porches - Steps: Concrete

Ventilation: Not Inspected

Abutments: None Noted

Attic Spaces: Inaccessible

7A (Section Unknown)
FINDINGS: Inaccessible areas at attic due to no access.
RECOMMENDATION: Make area accessible for inspection if required. Contact R-Solution for a supplemental report if area is made accessible.

Garages: None noted

Decks - Patios: Adjoining patio cover

Other Interior: Partially Accessible

10A (Section I)
FINDINGS: Evidence of dry-wood termite infestation at front door threshold as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

10B (Section I)
FINDINGS: Evidence of termite damaged wood members noted at time of inspection at front door threshold as indicated on the diagram.
RECOMMENDATION: Remove replace damaged wood members with new material-minor damage maybe filled/reinforced if wood members are still capable of performing the function for which it was designed. If additional adverse conditons are uncovered during repairs a supplemental report will be issued indicating any infection and/or damage and cost of repairs.

Other Exterior: Inspected

- Findings and Recommendations continued on next page -

Initials

FOURTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 1/2 E. 4th St., National City, CA 91950 10/03/2006 W8782
Date Report #

- Findings and Recommendations continued from previous page -

11A (Section I)
FINDINGS: Earthwood noted at exterior siding.
RECOMMENDATION: Break earth-wood contact by isolate in concrete. If additional adverse conditons are uncovered during repairs a supplemental report will be issued indicating any infection and/or damage and cost of repairs.

11B (Section I)
FINDINGS: Dry-rot wood members found at time of inspection at exterior siding as indicated on the diagram .
RECOMMENDATION: Replace dry-rot damaged wood members as necessary with new material. Treat surface
fungus as nescessary. Fungicide to be used is Tim-Bor (Disodium Octoborate Tetra-hydrate). If additional adverse conditons are uncovered during repairs a Supplemental Report will be issued indicating any infection and/or damage and cost of repairs.

11C (Section I)
FINDINGS: Evidence of dry-wood termite infestation at exterior wood trim as indicated on the diagram.
RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane Gas. Remove or cover accessible evidence of infestation. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.

11D (Section I)
FINDINGS: Evidence of termite damaged wood members noted at time of inspection at exterior trim as indicated on the diagram.
RECOMMENDATION: Remove replace damaged wood members with new material-minor damage maybe filled/reinforced if wood members are still capable of performing the function for which it was designed. If additional adverse conditons are uncovered during repairs a supplemental report will be issued indicating any infection and/or damage and cost of repairs.

11E (Section I)
FINDINGS: Evidence of subterranean termite infestation at exterior foundation as indicated on the diagram.
RECOMMENDATION: Pressure rod treat, trench application or low pressure spot spray as necessary with an approved termiticide for the control of subterranean termites . This treatment will not control /prevent infestation of subterranean termites in non treated areas and guarrantee is limited to the treated areas only. Break or remove all accessible sub tubes.

NOTE: Adjacent fences and gates on property were not inspected at this time.

NOTE: R-Solution will include one coat of primer at the time of repairs. If owner/agent wishes to have one coat of matching paint applied at no additional charge, paint should be made available at the time of repairs.

NOTE: R-Solution will use todays, colors, styles, shapes, sizes and standards when performing repair work outlined in this report. All due care will be taken to match existing construction details. Owner/Agent will be notified of any additional supplemental costs in matching construction details.

NOTE: During the course of performing any recommendations in this report, If any additional infestation, Infection, or damage is discovered in a concealed area R-Solution will issue a Supplemental Report. R-Solution is not Responsible for the treatment or repairs of damage in concealed areas. Upon request a cost estimate will be provided with the Supplemental Report.

- Findings and Recommendations continued on next page -

Initials

From:R-SOLUTION 17606309668 11/15/2006 07:48 #117 P.013/017

FIFTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 1/2 E. 4th St., National City, CA 91950 — Date: 10/03/2006 — Report #: W8782

- Findings and Recommendations continued from previous page -

NOTE: Weathered exterior wood trim noted at time of inspection. This appears to be cosmetic damage, not caused by wood destroying organisms.

NOTE: Water stains noted at eaves,sink bottoms. R-Solution does not guarantee the presence or non-presence of any leaks or hidden damage from same now or in the future.

In accordance with the laws and regulation of the State of California, we are required to provide you with the following information prior to application of pesticides to your property.

"State law requires that you be given the following information: CAUTION, PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Dept. of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800) 876-4766 and your pest control operator immediately." Effects of over exposure to these materials can include tremors and tonic and colonic convulsions.

For further information, contact any of the following:

R-Solutions Termite and Construction Inc.	(877) 317-9663
Poison Control Center	(800) 876-4766
(Health Questions) County Health Dept.	
Orange County	(714) 834-7700
Los Angeles County	(213) 250-8055
San Bernardino County	(909) 387-6280
Riverside County	(909) 358-5000
San Diego County	(619) 338-2222
(Application Info.) County Agriculture Commission	
Orange County	(714) 447-7100
Los Angeles County	(626) 575-5465
San Bernardino County	(909) 387-2115
Riverside County	(909) 955-3045
San Diego County	(619) 694-2739
Structural Pest Control Board (Regulatory Info.)	(916) 561-8704
1418 Howe Ave. Suite 18, Sacramento, Ca. 95825	

VIKANE (SULFURYL FLUORIDE)
NOTE: Choropicrin is used as a "warning agent" on all structural fumigations.

TIMBOR (DISODIUM OCTABORATE TETRAHYDRATE)

TERMIDOR SC (FIPRONIL)

CY-KICK (CYFLUTHRIN)

BORID (ORTHOBORIC ACID)

PRELUDE (PERMETHRIN)

PERMETHRIN PRO (PERMETHRIN)

Initials

SIXTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 1317 1/2 E. 4th St., National City, CA 91950 10/03/2006 W8782

Date Report #

NOTICE TO OWNER

Under the California Mechanic's Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who help to improve your property, but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the sub-contractor, laborers, or suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

The total amount of this contract is Due and payable upon completion of the work listed above unless otherwise specified.

If the Home Owner fails to pay billing in full, R - Solution will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney's fees. If for any reason this account is to be turned over to our collection agency, You will be responsible for all cost of collecting. All balances that remain un-paid for a period of 31 days or more will be subject to 1 1/2 % per month interest charges of total bill and or lien fees.

All chemical Treatments are guaranteed for one year (Only areas treated are guaranteed). Work completed (labor) by operator shall be guaranteed for a period of one year from date of completion. Plumbing parts or any measures for the control of moisture are guaranteed for (30) days only.

R - Solution will use todays colors, styles, and shapes when performing repair work outlined in this report. All necessary care will be taken, to match existing construction details. Owner and/or Agent will be notified of any additional / supplemental costs required in matching construction details.

Customer agrees to hold company harmless for any damage which may occur to Plant Life, Trees, Vines, Wiring, Tile Roofs, Plumbing and Pets or breakage which is beyond the reasonable industry standards of performing above said work.

During the course of performing any work in this proposal, any additional infestation, infection or damage found in a concealed or inaccessible area will be noted to owner / agent. A supplemental report and cost estimate will be provided and must be approved by owner / agent prior to continuing the repairs.

** NOTICE OF CANCELLATION**

You the customer, may cancel this transaction, without penalty or obligation within (3) three business days from date of transaction. Any payment and / or negotiable instrument executed by you will be returned within (10) ten business days following the receipt of your cancelation notice. To cancel this transaction, please sign and date this portion of contract and deliver via fax, mail or in person no later than midnight of the 3rd busisness day following the date of this work authorization.

I HEREBY CANCEL THIS TRANSACTION DATED ___/___/_____.

OWNER/ AGENT: _____ DATE: _____.

** Signature required here only if canceling this transaction **

Initials

R-Solution
Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

Work Authorization

Address: 1317 1/2 E. 4th St. National City, CA 91950

Report # W8782 Report Date: 10/03/2006

The terms of this contract are agreed upon as set forth in the above noted report.

Findings and Recommendations estimated by this Company:

Approval	Item	Primary Estimate	Section
☐	10A	$695.00	I
☐	10B	Included in 11A	I
☐	11A	$1,295.00	I
☐	11B	Included in 11A	I
☐	11C	Included in 10A	I
☐	11D	Included in 11A	I
☐	11E	$395.00	I

Complete all of the above listed items.

☐ **Complete all items with Primary Estimate:** **Total Estimate** **$2,385.00**

☐ Complete only the above items checked.

Total $_____

Findings and Recommendations NOT estimated by this Company:

Owner or Authorized Representative shall contract others for completion of these items.

Items: 1A, 7A

I have read and understand the terms of the Report referanced above and agree to the terms and conditions set forth.

R-Solutions Termite and Construction Inc. is hereby authorized to complete the items selected above and it is agreed that payment shall be made as follows:

Payment shall be made as follows: ☐ ***With close of Escrow*** ☐ ***$_____Deposit*** ☐ ***$_____on Completion***

Escrow Number:_____ Escrow Company:_____ Escrow Officer: _____

Phone ( ) _____ - _____ Fax ( ) _____ - _____ Address: _____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title:_____

Print Name:_____ X_____ Date_____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title:_____

Print Name:_____ X_____ Date_____

From:R-SOLUTION 17606309668 11/15/2006 07:49 #117 P.016/017

R-Solution
Termite & Construction Inc.

Toll Free (877) 317-WOOD / 9663
Office (760) 630-9663
Fax (760) 630-9668
1304 N. Melrose Suite H, Vista, CA 92083

INVOICE

12377

PAGE **1 of 1**

JOB NUMBER **W8782**

Bill To: Attn: Victor Trevino
Springs Realty
1761 S. Hotel Circle , 112
San Diego, CA 92108

Remit To: R-Solutions Termite and Construction Inc.
1304 N. Melrose Dr. Suite H
Vista, CA 92083

REFERENCE NO.

SERVICE ADDRESS
1317 1/2 E. 4th St. National City, CA 91950

ITEM	DATE	QTY	DESCRIPTION	AMOUNT	TAX AMT	TOTAL
1	10/04/2006		Termite Inspection Fee.			$49.00

PLEASE INCLUDE THE INVOICE NUMBER IN ALL CORRESPONDENCE

Balances that remain unpaid for 30 days may be subject to 1 1/2 % per month interest and/or lien fees.

GRAND TOTAL **$49.00**

From:R-SOLUTION 17606309668 11/15/2006 07:49 #117 P.017/017

PACIFIC AUCTION EXCHANGE

PACIFIC AUCTION EXCHANGE OF SAN DIEGO - t: 858.755.1916 f: 858.630.3806
13278 Luckett Ct, San Diego, CA 92130

AUCTION PURCHASE AGREEMENT

1. PURCHASE PRICE: The undersigned Purchaser agrees to purchase the following property, known as _____, County of _____, California at the final bid price of $_____, plus the 10% Buyer's Premium in the amount of $_____, for a total purchase price of $_____, and that the purchase will be completed upon the following terms and conditions:

$_____ Earnest money deposit paid to Broker's trust account.

$_____ Balance of funds in cash at Closing.

$_____ Total Cash Purchase Price.

---

2. PURCHASER'S PREMIUM: The Purchaser acknowledges that this Auction Purchase Agreement is being executed as a result of Purchaser(s) being the highest bidder at an Auction conducted this date by Pacific Auction Exchange of San Diego, a PACIFIC AUCTION EXCHANGE franchisee (hereinafter "PAX") and that the total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction, Ten (10%) Percent higher than the amount Bid by Purchaser to reflect a "Purchaser's Premium" for the property.

3. AGENCY: Purchaser acknowledges PAX is the agent for the Seller, and that the payment of the "Purchaser's Premium" does not create or constitute an agency relationship between Purchaser(s) and PAX.

4. FIXTURES AND PERSONALITY: The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: electrical, heating, cooling, plumbing and bathroom fixtures, awnings, screens, storm windows and doors, landscaping, disposals, TV antennas, rotor control units, built-in electronics wiring, smoke alarms, security systems, garage door openers and controls, attached carpeting, and any of the following items that are checked: [ ] ranges and ovens [ ] microwave ovens [ ] dishwashers [ ] gas grills [ ] refrigerators [ ] water softeners [ ] window air conditioners [ ] satellite TV reception systems [ ] Fireplace: [ ] tools [ ] screens [ ] glass doors [ ] grates [ ] andirons [ ] all window treatments, and _____

_____

NOT INCLUDED: _____

_____

_____

5. TITLE: Seller will deliver to Purchaser a Grant Deed at closing, free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances and zoning regulations, taxes and delinquent assessments and mortgages or other liens to be liquidated at closing. If title insurance is desired, it shall be at the Purchasers option and expense.

6. PRORATION: Escrow holder fees are to be shared equally between Seller and Purchaser. Delinquent taxes, delinquent assessments and delinquent homeowners association fees and condominium-fees and charges, if any, are to be paid by Seller and the current taxes and assessments, condominium fees, homeowners association fees and charges and rentals, if any, are to be prorated to the date of closing in accordance with the custom of the county in which the property is located. Agricultural tax recoupment, if any, shall be paid by Seller. Seller shall pay conveyance fees and all recording costs for the releases of any lien, mortgage or other encumbrance. Seller shall be responsible for maintaining fire and extended insurance coverage on the property until closing. Seller shall pay for all utilities to date of transfer of possession and shall notify Purchaser of the date of the final readings in order to avoid termination of utility service.

7. RISK OF LOSS: If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to delivery of the grant deed, Purchaser shall have the option (a) to complete said purchase and to receive the proceeds of any insurance payable in connection therewith; (b) terminate this agreement and recover all deposits made hereunder. Notice of either election shall be given by the Purchaser to the Seller and Broker within ten (10) days after the Purchaser has received written notice of such damage or destruction.

8. **NO CONTINGENCIES: Purchaser and Seller acknowledge that this Agreement is NOT SUBJECT TO ANY CONTINGENCIES.**

9. PROPERTY CONDITION: Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property from Seller in "AS IS, WHERE IS" condition, without warranty or representation, either statutory or otherwise, express or implied. Purchaser expressly acknowledges that neither PAX or its agents have made or make any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability of the property, except for the disclosure, as applicable, by Seller required by Section 1102 of the California Civil Code.

10. CLOSING/DELIVERY: Time is of an essence and closing is to be held within 30 days of the date hereof, except that Seller shall have an additional thirty (30) days, if necessary, to deliver clear and marketable title to Purchaser. Possession to be given at closing of escrow.

11. BROKER'S COMMISSION: Seller agrees to pay PAX the "Purchaser's Premium", as stated in the Listing Agreement, which sum shall be paid to PAX upon closing. Any commission due to PAX shall be paid before any part of the sales proceeds are disbursed to any other person or entity. The parties agree that all deposits and purchase funds shall be turned over to the escrow agent for its proper disbursement. If the Purchaser defaults in closing this agreement, PAX shall be entitled to receive fifty percent (50%) of the deposit paid by the Purchaser. If Seller seeks and obtains a judgment for specific performance of any agreement and/or damages in respect thereof, PAX shall be paid the full amount of its commission due.

12. NO VERBAL AGREEMENTS: It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto.

13. Additional Terms: _____

_____

14. **DEFAULT: PURCHASER SHALL HAVE THE RIGHT TO DAMAGES, INCLUDING REASONABLE ATTORNEYS FEES IN THE EVENT SELLER NEGLECTS OR REFUSES TO PERFORM SELLER'S OBLIGATIONS HEREUNDER. PURCHASER AND SELLER AGREE THAT BASED UPON CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES BY REASON OF PURCHASER'S DEFAULT OF THIS CONTRACT. ACCORDINGLY, PURCHASER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT BY PURCHASER UNDER THIS CONTRACT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF PURCHASER'S EARNEST MONEY DEPOSIT ("DEPOSIT"). SELLER SHALL HAVE THE ADDITIONAL RIGHT TO RECEIVE EQUITABLE RELIEF, INCLUDING WITHOUT LIMITATION, THE ALTERNATIVE RIGHT TO ENFORCE SPECIFIC PERFORMANCE OF THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("AGREEMENT").**

Initialed by _____ Initialed by _____ Initialed by _____
Purchaser Seller Seller

15. The term "Seller" shall be read as "Sellers" if more than one person are Sellers, in which case their obligations shall be joint and several. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.

16. The Seller and Purchaser agree that this Agreement may be executed in counterparts.

17. Purchaser shall look only to Seller as to all matters regarding this agreement and the property, including but not limited to (a) if Seller fails or refuses to or cannot close title hereunder or (b) if the property is affected in any way, is in need of attention or repairs or is in any other way unsatisfactory to Purchaser as Purchaser may determine before or after closing.

18. **INSPECTION: PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER AND PURCHASER'S EXPERTS HAVE THOROUGHLY AND CAREFULLY INSPECTED THE PROPERTY AND AGREE TO PURCHASE SAME "AS IS, WHERE IS", "WITH ALL FAULTS, IF ANY".**

19. **ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR A BREACH THEREOF NOT RESOLVED WITHIN THIRTY (30) DAYS, SHALL BE SETTLED BYARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.**

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. EACH PARTY TO THIS ARBITRATION PROVISION SHALL BEAR ITS OWN COSTS AND LEGAL FEES IN CONNECTION WITH ARBITRATION, UNLESS THE ARBITRATOR PROVIDES OTHERWISE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Initialed by _____ Initialed by _____ Initialed by _____
Purchaser Seller Seller

THIS AUCTION PURCHASE AGREEMENT ENTERED INTO THIS _____DAY OF _____, 20___.

_____	_____
PURCHASER(S) SIGNATURE	SELLER(S) SIGNATURE
_____	_____
PURCHASER(S) NAME – (PRINT)	SELLER(S) NAME – (PRINT)
_____	_____
PURCHASER(S) SIGNATURE	SELLER(S) SIGNATURE
_____	_____
PURCHASER(S) NAME – (PRINT)	SELLER(S) NAME – (PRINT)
_____	_____
PURCHASER(S) ADDRESS	SELLER(S) ADDRESS
_____	_____
PURCHASER(S) PHONE NUMBER(S)	SELLER(S) PHONE NUMBER(S)

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