

LAWSUIT BASICS FOR REALTORS

BY

INTO BO CHAMPON, ESQ.

INTO CHAMPON & ASSOC, ALC

1909 W. VALLEY BOULEVARD, ALHAMBRA, CA 91803

TEL: (626) 943-9999 • EMAIL: INTO@INTOLAW.COM

1/9/09

LAWSUIT

- Complaint
- Summons
- Parties to the action
- Jurisdiction and Venue
- Service of Summons and Complaint
- Response: Motions (Motion to Strike, Demurrer, ...), Answer, Cross-Complaint, Bankruptcy, ...

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ORIGINAL FILED

JAN 08 2009

**LOS ANGELES
SUPERIOR COURT**

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

**SUPERIOR COURT OF CALIFORNIA, Los Angeles Superior Court
Beach Cities Branch, Los Angeles
Southwest District
825 Maple Ave, Torrance, CA 90503 117 West Torrance Blvd, Torrance, CA 90277-3636**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Into Bo Champon (Bar # 159802), William S. Yee (Bar # 143641)

Into Champon & Assoc., A Law Corporation

1909 W. Valley Boulevard, Alhambra, CA 91803

DATE: **JAN 08 2009**
(Fecha)

Clerk, by
(Secretario)

CASE NUMBER:
(Número del Caso):

L. GALINDO

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

[SEAL]

ORIGINAL FILED

JAN 08 2009

LOS ANGELES
SUPERIOR COURT

L. GALINDO

1 Into Bo Champon (SBN 159802)
2 William S. Yee (SBN 143641)
3 INTO CHAMPON & ASSOC., ALC
4 1909 W. Valley Blvd
5 Alhambra, CA 91803
6 Tel: (626) 943-9999
7 Fax: (626) 281-1999

Attorneys for Plaintiffs
[Redacted]
and [Redacted], Trustees

CASE ASSIGNED FOR ALL PURPOSES TO	
Judge	William G. Willett
Dept.	Div. 11

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT
10 TORRANCE COURTHOUSE

11 [Redacted]
12 [Redacted], and [Redacted]
13 [Redacted], Trustees,
14 Plaintiffs,

15 vs.

16 [Redacted] and [Redacted]
17 Trustees of the [Redacted] Trust dated
18 October 12, 2004,
19 and/or [Redacted]
20 Trustees of the [Redacted] Trust dated April
21 14, 2000, trustee
22 CORPORATION, [Redacted]
23 and trustee [Redacted]
24 and DOES 1-50,
25 Defendants.

CASE NO.: [Redacted]
[Assigned to Judge _____]

- VERIFIED COMPLAINT
- 1) FOR CANCELLATION OF VOID FORGED DEED,
 - 2) FOR CANCELLATION OF WRITTEN INSTRUMENTS,
 - 3) TO QUIET TITLE,
 - 4) FOR DECLARATORY RELIEF.

23 Plaintiffs allege:

24 1. [Redacted], [Redacted] and [Redacted]
25 [Redacted], Trustees and beneficiaries of their respective Trusts, the [Redacted]
26 [Redacted], [Redacted], and [Redacted]
27 [Redacted] ("Plaintiffs") are, and at all times herein mentioned were, the title holders,
28 owners of record and beneficial owners of the real property in the County of Los

INTO CHAMPON & ASSOC.
A LAW CORPORATION

CURRENT DOLLAR AMOUNTS OF EXEMPTIONS FROM ENFORCEMENT OF JUDGMENTS
Code of Civil Procedure sections 704.010 et seq. and 703.140(b)

EXEMPTIONS UNDER SECTION 704.010 et seq.

The following lists the current dollar amounts of exemptions from enforcement of judgment under title 9, division 2, chapter 4, article 3 (commencing with section 704.010) of the Code of Civil Procedure.

These amounts are effective April 1, 2007. They will be adjusted at each three-year interval, ending on April 1. The amount of the adjustment is based on the change in the annual California Consumer Price Index for All Urban Consumers for the most recent three-year period ending on the preceding December 31, with each adjusted amount rounded to the nearest \$25. (See Code of Civ. Proc., § 703.150(c).)

<u>Code of Civ. Proc. Section</u>	<u>Type of Property</u>	<u>Amount of Exemption</u>
704.010	Motor vehicle (any combination of aggregate equity, proceeds of execution sale, and proceeds of insurance or other indemnification for loss, damage, or destruction)	\$ 2,550
704.030	Material to be applied to repair or maintenance of residence	\$ 2,700
704.040	Jewelry, heirlooms, art	\$ 6,750
704.060	Personal property used in debtor's or debtor's spouses's trade, business, or profession (amount of exemption for commercial motor vehicle not to exceed \$4,850)	\$ 6,750
704.060	Personal property used in debtor's and spouse's common trade, business, or profession (amount of exemption for commercial motor vehicle not to exceed \$9,700)	\$ 13,475
704.080	Deposit account with direct payment of social security or public benefits (exemption without claim, section 704.080(b)) ¹	
	• Public benefits, one depositor is designated payee	\$ 1,350
	• Social security benefits, one depositor is designated payee	\$ 2,700
	• Public benefits, two or more depositors and designated payees ²	\$ 2,025
	• Social security benefits, two or more depositors are designated payees ²	\$ 4,050
704.090	Inmate trust account	\$ 1,350
	Inmate trust account (restitution fine or order)	\$ 300 ³
704.100	Aggregate loan value of unmatured life insurance policies	\$ 10,775

¹ The amount of deposit account that exceeds exemption amounts is also exempt to the extent it consists of payments of public benefits or social security benefits. (Code of Civ. Proc., § 704.080(c).)

² If only one joint payee is a beneficiary of the payment, the exemption is in the amount available to a single designated payee. (Code of Civ. Proc., § 704.080(b)(3) and (4).)

³ This amount is not subject to adjustments under Code of Civ. Proc., § 703.150.

CURRENT DOLLAR AMOUNTS OF EXEMPTIONS FROM ENFORCEMENT OF JUDGMENTS
Code of Civil Procedure sections 704.010 et seq. and 703.140(b)

EXEMPTIONS UNDER SECTION 703.140(b)

The following lists the current dollar amounts of exemptions from enforcement of judgment under Code of Civil Procedure section 703.140(b).

These amounts are effective April 1, 2007. They will be adjusted at each three-year interval, ending on April 1. The amount of the adjustment is based on the change in the annual California Consumer Price Index for All Urban Consumers for the most recent three-year period ending on the preceding December 31, with each adjusted amount rounded to the nearest \$25. (See Code of Civ. Proc., § 703.150(c).)

<u>Code of Civ. Proc., § 703.140(b)</u>	<u>Type of Property</u>	<u>Amount of Exemption</u>
(1)	The debtor's aggregate interest in real property or personal property that the debtor or a dependent of the debtor uses as a residence, in a cooperative that owns property that the debtor or a dependent of the debtor uses as residence, or in a burial plot for the debtor or a dependent of the debtor	\$ 20,725
(2)	The debtor's interest in one motor vehicle	\$ 3,300
(3)	The debtor's interest in household furnishings, household goods, wearing apparel, appliances, books, animals, crops, or musical instruments, that are held primarily for the personal, family, or household use of the debtor or a dependent of the debtor (value is of any particular item)	\$ 525
(4)	The debtor's aggregate interest in jewelry held primarily for the personal, family, or household use of the debtor or a dependent of the debtor	\$ 1,350
(5)	The debtor's aggregate interest, plus any unused amount of the exemption provided under paragraph (1), in any property	\$ 1,100
(6)	The debtor's aggregate interest in any implements, professional books, or tools of the trade of the debtor or the trade of a dependent of the debtor	\$ 2,075
(8)	The debtor's aggregate interest in any accrued dividend or interest under, or loan value of, any unmaturred life insurance contract owned by the debtor under which the insured is the debtor or an individual of whom the debtor is a dependent	\$ 11,075
(11)(D)	The debtor's right to receive, or property traceable to, a payment on account of personal bodily injury, not including pain and suffering or compensation for actual pecuniary loss, of the debtor or an individual of whom the debtor is a dependent	\$ 20,725

DISCOVERY

- Scope of Discovery: “reasonably calculated to lead to discovery of admissible evidence,” “not privileged”
- Interrogatories
- Requests for Admissions
- Inspection Demands
- Physical or Mental Examinations
- Expert Witness Disclosure

DISPOSITIONS

- Motion to Dismiss, Judgment on the Pleadings
- Dismissal (with or without prejudice)
- Mediation; Settlement
- Judicial v. Contractual Arbitration
- Summary Judgment
- Bench v. Jury Trial
- Appeal: Issues of Law

INTERESTING REAL ESTATE CASES

- Junior Trust Deed Cases: Judicial v. Non-Judicial Foreclosure, One-Action Rule (does not apply v. Fed), Purchase Money Trust Deed
- Title Cases: Joint Tenants v Tenants in Common, Title in the Name of Other Than The True Owner(s), Title for Living Trust, ...
- Theft Cases: Lis Pendens requires parties designated by their real names, proof of service, ...
- Deposit Cases: CAR Form is confusing!

RECORDING REQUESTED BY
[REDACTED] ESQ.

MAIL RECORDED DOCUMENT
AND TAX STATEMENTS TO:
[REDACTED]

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

10:01 AM SEP 11 1998

FEE
\$7
2

QUITCLAIM DEED

This conveyance transfers the grantor's interest into his revocable living trust,
R&T 11911

The undersigned declares that the documentary transfer tax is \$0.00 and is
computed on the full value of the interest or property conveyed.

For valuable consideration, receipt of which is hereby acknowledged,

[REDACTED]
do hereby, REMISE, RELEASE AND FOREVER QUITCLAIM to:

[REDACTED] and [REDACTED], Trustees of the [REDACTED] Revocable
Trust dated September 2, 1998

the real property in the City of [REDACTED] County of Los Angeles, State of
California, described as:

[REDACTED]
Dated: September 2, 1998

State of California)
County of Los Angeles)

On September 2, 1998, before me, [REDACTED], personally appeared
[REDACTED], personally known to me (as proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

[REDACTED]
Notary Public in and for the State



1 Into Bo Champon (SBN 159802)
2 William S. Yee (SBN 143641)
3 INTO CHAMPON & ASSOC., ALC
4 1909 W. Valley Blvd
5 Alhambra, CA 91803
6 Tel: (626) 943-9999
7 Fax: (626) 281-1999

8 Attorneys for Plaintiffs

9 and [REDACTED], Trustees

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT
12 TORRANCE COURTHOUSE

13 [REDACTED], and [REDACTED]
14 [REDACTED], Trustees,

15 Plaintiffs,

16 vs.

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 and DOES 1-50,

22 Defendants.

COPY of Document Recorded

Has not
Original
processi



LOS ANGELES COUNTY REGISTERED RECORDER

CASE NO.: [REDACTED]

[Assigned to Judge _____]

NOTICE OF LIS PENDENS

23 NOTICE IS HEREBY GIVEN that the above-captioned action for forged
24 deed and to cancel instruments was commenced on January 9, 2008 in the above-
25 captioned court by plaintiffs [REDACTED]
26 and [REDACTED], Trustees, against defendants [REDACTED]
27 [REDACTED] and [REDACTED], Trustees of the [REDACTED] Trust dated
28 October 12, 2004, [REDACTED] and/or [REDACTED], Trustees of



CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RIPA, Revised 10/02)

- Date: 10/1/2006 at LOS ANGELES, California.
1. OFFER:
- A. THIS IS AN OFFER FROM [REDACTED] ("Buyer").
☒ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, ☐ Other
- B. THE REAL PROPERTY TO BE ACQUIRED is described as WAY, LOS ANGELES
Assessor's Parcel No. [REDACTED], situated in
LOS ANGELES County of LOS ANGELES, California, ("Property").
- C. THE PURCHASE PRICE offered is SIX HUNDRED FIFTY THOUSAND DOLLARS.
Dollars \$ 650,000
- D. CLOSE OF ESCROW shall occur on 60 (date) (or) 60 Days After Acceptance).
2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2L or 2M is checked below or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.
- A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 3,000 to the agent submitting the offer (or to [REDACTED]), by personal check (or ☐ ESCROW), made payable to [REDACTED] which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or ☐ ESCROW), with Escrow Holder, (or ☐ into Broker's trust account).
- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ 520,000 within 60 Days After Acceptance, or ☐ 60 Days After Acceptance.
- C. FIRST LOAN IN THE AMOUNT OF \$ 520,000
- (1) ☐ NEW First Deed of Trust in favor of ☐ lender, ☐ seller,
OR ☐ ASSUMPTION (or ☐ "subject to") Existing First Deed of Trust encumbering the Property, securing a note payable at maximum interest of 6.5 % fixed rate, or 6.5 % initial adjustable rate with a maximum interest rate of 6.5 %, balance due in 30 years, amortized over 30 years (If checked: ☐ and with a margin not to exceed 2.0 %, tied to the following index: [REDACTED]). Buyer shall pay loan fees/points not to exceed [REDACTED].
(These terms apply whether the designated loan is conventional, FHA or VA.)
- (2) ☐ FHA ☐ VA: (The following terms only apply to the FHA or VA loan that is checked.) Seller shall pay [REDACTED] % discount points. Seller shall pay other fees not allowed to be paid by Buyer, ☐ not to exceed \$ [REDACTED]. Seller shall pay the cost of lender required Repairs (including those for wood-destroying pest) not otherwise provided for in this Agreement, ☐ not to exceed \$ [REDACTED]. (Actual loan amount may increase if mortgage insurance premiums, funding fees or closing costs are financed.)
- D. SECOND LOAN IN THE AMOUNT OF \$ [REDACTED]
- (1) ☐ NEW Second Deed of Trust in favor of ☐ lender, ☐ seller,
OR ☐ ASSUMPTION (or ☐ "subject to") Existing Second Deed of Trust encumbering the Property, securing a note payable at maximum interest of [REDACTED] % fixed rate, or [REDACTED] % initial adjustable rate with a maximum interest rate cap of [REDACTED] %, balance due in [REDACTED] years, amortized over [REDACTED] years (If checked: ☐ and with a margin not to exceed [REDACTED] %, tied to the following index: [REDACTED]). Buyer shall pay loan fees/points not to exceed [REDACTED].
(These terms apply whether the designated loan is conventional, FHA or VA.)
- (2) ☐ FHA ☐ VA: (The following terms only apply to the FHA or VA loan that is checked.) Seller shall pay [REDACTED] % discount points. Seller shall pay other fees not allowed to be paid by Buyer, ☐ not to exceed \$ [REDACTED]. Seller shall pay the cost of lender required Repairs (including those for wood destroying pests) not otherwise provided for in this Agreement, ☐ not to exceed \$ [REDACTED]. (Actual loan amount may increase if mortgage insurance premiums, funding fees or closing costs are financed.)
- E. ADDITIONAL FINANCING TERMS: SELLER AGREE TO PAY \$ 50,000 FOR CLOSING COST AND REPAIRS TO BUYER
- F. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) in the amount of \$ 127,000 to be deposited with Escrow Holder within sufficient time to close escrow.
- G. PURCHASE PRICE (TOTAL): \$ 650,000
- H. LOAN APPLICATIONS: Within 7 (or ☐ [REDACTED]) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified above.
- I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2H) shall, within 7 (or ☐ [REDACTED]) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.
- J. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or ☐ [REDACTED]) Days After Acceptance Buyer shall, as specified in paragraph 18, remove the loan contingency or cancel this Agreement; OR (ii) (if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.
- K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, ☐ is NOT) contingent upon the Property appraising at no less than the specified purchase price. Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement when the loan contingency is removed (or, if checked, ☐ within 17 (or ☐ [REDACTED]) Days After Acceptance).

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RIPA REVISED 10/02 (PAGE 1 OF 10) Print Date BDC Nov 04

Buyer's Initials [REDACTED] ([REDACTED])
Seller's Initials [REDACTED] ([REDACTED])

Reviewed by [REDACTED] Date [REDACTED]



MASTER COPY

Property Address: _____

Date: 10/11/06

- 16. BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 17. TITLE AND VESTING:**
- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
 - C. Within the time specified in paragraph 18A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
 - E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
- 18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).
- A. **SELLER HAS: 7 (or) Days** After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2(O), 5, 6A and B, 7A, 8, 11A, 12, 13B(3) and 17.
 - B. (1) **BUYER HAS: 17 (or) Days** After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 6 and insurability of Buyer and the Property); and
 - (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraphs 6A and 7B.
 - (2) Within the time specified in 18B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
 - (3) By the end of the time specified in 18B(1), Buyer shall remove, in writing, the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has 5 (or) Days after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; (ii) Common Interest Disclosures pursuant to paragraph 11B; (iii) a subsequent or amended disclosure pursuant to paragraph 9; and (iv) Proposed Changes pursuant to paragraph 10B.
 - C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**
 - (1) **Seller right to Cancel: Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.
 - (2) **Continuation of Contingency:** Even after the expiration of the time specified in 18B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).
 - (3) **Seller right to Cancel: Buyer Contract Obligations:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2H; (iv) if Buyer fails to provide verification as required by 2I or 2M; (v) if Seller reasonably disapproves of the verification provided by 2I or 2M; (vi) if Buyer fails to return statutory disclosures as required by paragraphs 6A and 7B, or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 22. **Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.**
 - (4) **Notice To Buyer To Perform:** The Notice to Buyer to Perform (C.A.R. Form NBP) shall (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel the Agreement or meet an 18C(3) obligation.
 - D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.
 - E. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release Instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1067.3).**

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