

Message Details

Message ID

720541

Sender Type

Public

License Number**Sender**

Laura Owens

Sender Email

[REDACTED]

Sender Phone

[REDACTED]

Date Sent

8/29/2023 9:49:11 AM

Subject

File a Complaint

Reply Status

Not Replied

Reply Status Date**Reply Status User****Message**

Hello, I am filing a complaint against real estate agent Clayton Echard. Please see attached "Request for Investigation" as well as fifty-four pages of supporting attachments. I can be reached at [REDACTED] with any additional questions. All the best, Laura Owens

Conversation Details

Conversation ID

267130

Status

Open

Subject

File a Complaint

Date Created

8/29/2023 9:49:11 AM

Assigned Employee**Issue Resolved**

No

Notes

Attachments

All

records per page

Q

Description	Name	Size (KB)	Date Added
Message ID 720541 Attachment	Cathy Swann correspondence.pdf	854	8/29/2023 9:49:13 AM
Message ID 720541 Attachment	Offer never submitted - N Lynn Oaks.pdf	613	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Partner POF submitted by Clayton.pdf	190	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Purchase contract - 19777 N 76th St, 2228.pdf	997	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Purchase contract - 7609 N Lynn Oaks.pdf	602	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Request_For_Investigation.pdf	272	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Signed Real Estate Agency Disclosure and Election Buyer.pdf	339	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Texts with N 76th Realtor.pdf	150	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	Texts with N Lynn Oaks realtor.pdf	352	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	To Austin Zaback - Offers made with Clayton Echard this week.pdf	367	8/29/2023 9:49:14 AM
Message ID 720541 Attachment	To Zaback Group - Status of properties offered on yesterday.pdf	325	8/29/2023 9:49:14 AM

Showing 1 to 11 of 11 entries

← Previous Next →

Records ▼ ☰

records per page

Record No	Name 1	Name 2	Status	Type	Email	SSN	Description
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No data available in table

Showing 0 to 0 of 0 entries

[← Previous](#)[Next →](#)

Payment Requests

records per page

Payment Request ID**Purpose****Description****Status****Date Created**

No data available in table

Showing 0 to 0 of 0 entries

[← Previous](#)[Next →](#)

Work Items

records per page

**Work Item
ID****Subject****Description****Status****Assigned****Date
Created****Date
Due****Date Last
Updated**

No data available in table

Showing 0 to 0 of 0 entries

[← Previous](#)[Next →](#)

Action Log

records per page

Session**User
Name****Action Date****Detail**

10237472

Laura
Owens8/29/2023
9:49:11 AMCreate new message and conversation from Laura Owens to
Department for subject File a Complaint.

Session	User Name	Action Date	Detail
10237472	Laura Owens	8/29/2023 9:49:13 AM	Send message verification email to [REDACTED] for Message ID 720541.
10237489	Laura Owens	8/29/2023 9:52:07 AM	Email address successfully confirmed for Conversation ID 267130

Showing 1 to 3 of 3 entries

Ok (/Lms/MessageCenter/Message/NavigateBackTo?backUrl=~%2FMessageCenter%2FMessage%2FViewMessages)



Arizona Department of Real Estate (ADRE)

Investigations Division

www.azre.gov

100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

INVESTIGATION REQUEST/COMPLAINT (Form INV-800) INSTRUCTIONS

The Arizona Department of Real Estate ("Department"), under the direction of the Real Estate Commissioner, enforces Arizona's Real Estate laws, Title 32 Chapter 20 of the Arizona Revised Statutes (A.R.S.). Part of that responsibility is investigating complaints from individuals who believe a licensee of the Department violated this law and/or the Real Estate Commissioner's Rules in the Arizona Administrative Code (A.A.C.).

- ARS § 32-2108 requires that complaints filed with the Department be in writing and signed by the complainant. The complaint must allege conduct by a real estate licensee that violates Department laws and rules. Completing this form, signing it, and submitting it to the Investigations Division of the Department of Real Estate, triggers the investigative process.
- A.R.S. § 41-1010 states: "...The name of the complainant shall be public record unless...the release...may result in substantial harm to any person." All complaints become a matter of public record when the review or investigation is concluded.
- Filing this Complaint Form does not stop you from pursuing mediation or civil action against a real estate professional that may have damaged you financially.

ETHICS COMPLAINTS

A complaint may also be filed with the Arizona Association of Realtors®. Many Arizona real estate licensees are members of an association. Members of the Arizona Association of REALTORS® subscribe to a "Code of Ethics" which is a higher standard of professional conduct than that imposed by law. These associations conduct hearings on ethics complaints against their members. The Department does not investigate violations of the "Code of Ethics".

Complaints the Department Does Investigate:

- Real Estate Brokers and sales agents
- Unlicensed Activity
- Illegal Subdivision
- Public Report Violation
- Illegal Advertising
- Timeshare Violation
- Trust Account Violations
- Improper Handling of Client Funds

Complaints the Department DOES NOT Investigate:

- Landlord/Tenant Disputes
- Home Inspectors
- Contract Issues
- Construction/Contractors
- Realtor Code of Ethics Violations
- Homeowner's Association (HOA)
- CC&R Violations
- Loan, Interest Rate, Escrow Issues
- Title Insurance Issues
- Homeowner's Insurance
- Escrow Money Issues
- Commission Issues with Broker/Licensees
- Criminal Actions (Trespassing, Assault, Theft, etc.)

To file a complaint, complete all sections of the complaint form. Please include the following information along with the completed form (submit as One Merged PDF file to azre.gov through the message center):

1. Provide a **written statement** of who did what, what happened, when it happened, where it happened and how it happened. Who witnessed it? Be specific. List events in chronological order. Was a document signed? Was a promise or representation made? If so, what was written or oral? Use the actual words as closely as can be remembered.
2. Provide **complete, legible copies of all supporting document(s)** as attachments. This includes contracts, closing documents, cancelled checks, receipts, title documents, letters, e-mails, etc. The attached form provides a checklist to assist you with providing relevant documents. **Do NOT** send original documents with your complaint. Provide copies only.



Arizona Department of Real Estate (ADRE)

Investigations Division

www.azre.gov

100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007

KATIE HOBBS GOVERNOR

SUSAN NICOLSON COMMISSIONER

INVESTIGATION REQUEST/COMPLAINT (INV-800)

Submit the completed complaint form and supporting documents through the ADRE Message Center or by mail.

I WISH TO FILE A COMPLAINT AGAINST: (Check all that apply)

- Real Estate Broker or Salesperson, Unlicensed Activity, Property Manager, Other (describe), Timeshare Plan, Real Estate Educator/School, Developer/Subdivision

TYPE OF COMPLAINT: (Check all that apply)

- Failure to Disclose Information, Property Management, Cemetery Violation, Other (describe): improper handling of funds, misrepresentation, incompetence, Illegal Subdivision, Public Report Violation, Unlicensed Activity, Illegal Advertising, Timeshare Violation, Trust Account Violations

COMPLAINANT (YOUR NAME AND ADDRESS) dishonest dealings that materially & adversely impacted the transaction, breach of fiduciary duty

Form with fields for First Name (Laura), MI, Last Name (Owens), Address, Home Phone, Work Phone, Email address

THIS COMPLAINT IS AGAINST THE FOLLOWING PERSON (Please provide all requested information in the spaces provided. Please "DO NOT" write "See Attached")

Form with fields for First Name (Clayton), MI, Last Name (Echard), ADRE Lic Number (SA707472000), Phone, Fax, Email address, Brokerage/Entity Name (Zaback Group / eXp Realty), Designated Broker Name (Catherine Swann), Address (16430 N Scottsdale Rd Ste 125), City (Scottsdale), State (AZ), Zip Code (85254)

LEGAL ACTION

Form with fields for Does an attorney represent this matter? Yes No, Has a lawsuit been filed regarding this matter? Yes No, Attorney Name, Law Firm, Address, Suite, City, State (AZ), Zip Code, Phone, Fax, Email address

Have you ever filed a complaint against this person or company with ADRE previously? Yes No

Have you filed a complaint against this person or company with any other agencies? Yes No

If Yes, which agency? I contacted his designated broker, Cathy Swann.

What action has been taken by the other agency? Cathy Swann referred me to another realtor, Matthew Chick.

COMPLAINT DETAILS

Date(s) of Transaction: 5/24/23

Brief Summary of complaint: I signed two official offers that Clayton Echard had prepared for me on two properties, 7609 N Lynn Oaks Drive and 19777 N 76th Avenue, which I planned to buy for investment purposes. They were only good for 24 hours. On that evening, after discussing an unrelated personal issue, Clayton told me that he would no longer be representing me. I panicked, knowing that more than \$1 million in offers had been submitted. He stopped responding, and since I didn't know what else to do, I contacted the seller's agents. The agent on the Lynn Oaks Drive property said Clayton NEVER SUBMITTED MY OFFER. The agent on the N 76th Avenue condo said he had been on top of it, even though he wasn't communicating with me. *SEE ATTACHED*

Have you previously notified the person or company about your complaint? Yes No

How did you notify them? Written (Attach Copies) Oral (detail each communication)

What was the response?

Originally, to contact his broker, Austin Zaback, who was listed on the offers I signed. However, neither Clayton nor Austin responding regarding these transactions again.

Please provide the name and contact information for any witness(es) who have information concerning the subject matter of your complaint:

John Izzo ([REDACTED]) - the agent for the N Lynn Oaks property
Nolan Rucker ([REDACTED]) - the agent for the N 76th St property
Austin Zaback ([REDACTED]) - Clayton's broker
Cathy Swann ([REDACTED]) - Clayton's designated broker

DETAILS ABOUT YOUR COMPLAINT

- **PLEASE PRINT IN BLACK INK OR USE A COMPUTER**
- Attach separate 8-1/2 by 11-inch sheets of paper as necessary.
- Submit the completed complaint form and supporting documents through the [ADRE Message Center](#) or by mail.
- A complaint cannot be investigated without providing sufficient information.
- Failure to provide sufficient documents that support the claim could delay the processing of your complaint. Additional information may be submitted through the [ADRE Message Center](#) or by mail.
- After review and assignment, all cases will be prioritized according to the severity of the issue, Department time-frame policies and available resources.

Relevant Document Checklist: (check all that are enclosed)

- REQUIRED:** Written statement of who did what, what happened, when it happened, where it happened and how it happened. Who witnessed it? Be specific. List events in chronological order. Was a document signed? Was a promise or representation made? If so, what was written or verbal? Use the actual words as closely as can be remembered.
- Correspondence, including demand letters, text messages, and e-mails
- Sales contract (front and back)-all pages and all accompanying forms and attachments
- Disclosure statement(s) (e.g. Information about Brokerage Services, Intermediary Relationship Notice, Seller's Disclosure Notice)
- Lease/rental agreement (front and back)
- Listing/management agreement (front and back)
- Closing statement (HUD 1) or Closing Disclosure form (TRIO - TILA-RESPA Integrated Disclosure)
- Multiple Listing Service (MLS) printout(s)
- Appraisal(s)
- Inspection report(s)
- Photograph(s) and/or Video(s)
- Advertising
- Repair bill(s)
- Receipt(s)
- Canceled check(s) (front and back)
- Monthly statement(s)
- Judgment/civil lawsuit document(s) (e.g. original petition, settlement document(s))
- Other (Describe): proof of funds from my business partner, Matt Bentley

CERTIFICATION (MUST BE SIGNED AND DATED)

- I affirm that the information contained in this complaint, consisting of 54 pages, is true and accurate to the best of my knowledge.
- I understand that the contents of my complaint and accompanying documentation is subject to public disclosure.
- I understand that neither the Arizona Department of Real Estate nor any of its officers or employees can act or will act as my legal representative or attorney at any time and that I may retain separate legal counsel.
- I understand that filing this Complaint Form does not stop me from pursuing mediation or civil action against a real estate professional that may have damaged me financially.

Laura Owens

Digitally signed by Laura Owens
Date: 2023.08.28 10:02:27 -07'00'

8/28/23

Complainant Signature

Date:

Americans with Disabilities Act

The Department of Real Estate complies with American Disabilities Act. Persons with disabilities may request reasonable accommodations such as interpreters, alternative formats or assistance with physical disability. Requests for accommodations must be made with 72 hours prior notice. If you require special accommodations, please contact the Department at (602) 771-7767.



EXTENDED ANSWER TO "COMPLAINT DETAILS"

Laura Owens <[REDACTED]>

CORRESPONDENCE WITH CATHY SWANN

Dispute with realtor Clayton Zaback

Laura Owens <[REDACTED]>

Sun, May 28, 2023 at 7:36 PM

To: [REDACTED]

Cc: [REDACTED]

Hi Catherine,

My name is Laura Owens and I found that you were listed as the Designated Broker for Clayton Echard. I originally sent this email on Friday to Austin Zaback, believing he was the one overseeing Clayton's employment, but I believe I was wrong and did not receive a response. Despite the fact that Clayton is a new realtor, I cannot begin to tell you how impressed I was at his knowledge of the area and what might make a good investment. This was invaluable for me as a first-time investor who lacked not just experience, but confidence. I found a lender who gave me the go-ahead to put down payments on multiple seller-financed properties and believed that I was in excellent hands.

Last weekend, Clayton invited me over to his apartment. We were physically intimate. This did not appear to impact our working relationship whatsoever as it wasn't until after that he even showed me any properties. With his guidance, I decided to make offers on two properties at a cumulative value of \$1,124,000: one at 7609 N Lynn Oaks Drive and the other at 19777 N 76th Avenue, apartment 2228. Both of my offers were at list price and our down payment was at or even more than what the sellers offered to carry. I was told that he submitted both with proof of funds from my lender on Wednesday afternoon. He had me guarantee him via text that I would not under any circumstances back out of the deals unless there was a material defect because it would make him look bad. Of course, I agreed not to, as it was my full intention to purchase the properties. Our offers were to expire the following evening.

On Wednesday evening, after discussing the possibility of dating during or after the purchase of the properties, Clayton snapped and said he would no longer be representing me as my realtor. He had mentioned several times prior that he didn't feel like he or our interest was being taken seriously by the seller's agents, and so his suggestions to either pull the offer or resubmit it with another realtor - all less than ten hours after our offer was submitted - seemed unfathomable to me. I did not want to be seen by the homeowners as someone who was flighty, and it seemed to me like Clayton was being extremely childish and immature to pull such a move. This was the opposite of the professional I had seen up to that point.

On Thursday, an argument ensued after Clayton's lack of transparency about where things stood with the properties (and whether or not he was representing me), as well as an argument about taking the Plan B pill. I hate to bring that up, as I know it's very personal, but I believe it is relevant simply because my decision should not have clouded Clayton's duties to me as his client while we had active offers. I was subjected to hours of insults during an extremely stressful time as I waited to see if offers were accepted or not. I asked him whether or not he had pulled them, if he had withdrawn as my agent, and if neither had happened and he still represented me, if he had any updates. Most of my questions were unanswered, but I was told less than two hours prior to the offers expiring at 8pm on May 25th that neither had been responded to.

After 8pm, I looked online and saw that the property on N 76th was listed as under contract as of the 24th, which was the day we made the offer. On Zillow, it appeared that the price that had been accepted was \$425,000, which was what we offered. I contacted Clayton again and asked him if it was ours, then told him I would contact the listing agent, Nolan Rucker, if I didn't hear back. I also asked what the status was on the N Lynn Oaks property and said I would email the broker, John Izzo, if he didn't respond. After further silence from Clayton, I contacted both of them. John told me that **Clayton never sent him the offer** and Nolan said that the sellers had taken a traditional offer, but that, to my surprise, **Clayton had been on top of it and knew that we would be in first position if that offer didn't work out.** These were both contrary to what I had been told, as the last thing he said was that our offers had been ignored. On Friday morning, I texted Clayton to ask what was going on, but got no response. I asked him to be connected with his broker, who I presumed to be Austin Zaback, but again, got no response.

Since Clayton hadn't e-mailed John my offer on N Lynn Oaks despite claiming he did, I sent it over. John said he didn't understand why Clayton hadn't sent it over because it was a great offer. He said that their buyer was going to back out and that if we wanted the property, we could have it if we acted quickly. The other agent, Nolan, had said Clayton was still in communication with him regarding my offer, so I presumed that he was still representing me in both deals. John tried to call Clayton, who gave a wrong number on the contract I sent over. I tried to communicate directly with Clayton about this, but again, both my texts and emails were ignored. Finally, Clayton connected with John to tell him that I was a former client and that he was welcome to represent me. I was stunned to be thrown to the seller's agent when I trusted Clayton and wanted to hear more about his concerns about the property. Despite the fact that my funding for the deal had been secured, I didn't want to proceed with the purchase if my only option was to hire a broker who likely had the seller's best-interest at heart. Clayton did not contact me to tell me that he had referred me to John, so I was told by John himself that he would be representing me going forward. In addition, I still have no idea where things stand with the N 76th Street property and doubt that Clayton will keep me informed.

Stunned and appalled don't even begin to describe how I feel right now. I cannot imagine that your company would want to continue to employ someone who is so flighty and throws away what would have been \$1.124m in deals over personal issues. I have a strong group of lenders behind me and would have looked forward to closing millions more with Clayton since it seemed like he "got" me and understood what I was looking for in investment properties. I'm stunned that he chose to pull the rug out from under me and sabotage my deals because of a personal vendetta against me.

I had not watched Clayton on the Bachelor last year, but he told me he had been gaslit on the show and was traumatized by it. I believed him. But, after the way he treated me on Thursday, I pulled up several clips from the show where three women broke down because he misled them and wasn't transparent, which is exactly how he behaved with me. He flipped a switch and was cold as ice. I was stunned that there were several articles about him where therapists and behavioral experts talked about how his treatment of the women on the show was a perfect example of gaslighting. I only mention this behavior because I believe it is indicative of how he treats other people, and since so much of real estate is relationships, you should know that he can build them up fast and tear them down even faster. In my opinion, he has been cruel, vindictive, and manipulative, which will make your business suffer. It pains me to say that I'm sure he will act in his own self-interest in his dealings with others.

I've been struggling to hit "send" on this email because I want to believe that Clayton is the agent that I saw at the beginning of the process and who I'm sure you've seen. I cannot say enough how brilliant and naturally gifted I think he is and know he would be an amazing asset to any company if he didn't have another side to him. You've probably never seen it and maybe this will fall on deaf ears, but as a business owner myself, I would want to know if I had an employee who was losing me millions of dollars of deals out of spite. I don't know if he's either a tremendous asset or a huge liability, and maybe it depends on the day. I was so excited to have him representing me, but have been so disheartened with what has transpired.

I'd still be open to working with Clayton if he could be the agent he was when I first met him because I *truly* trusted his opinion. However, it seems like he has stopped all communication and I will not receive any further updates from him regarding the property on N 76th Street that I made an offer on. I don't know what he is telling the agent who he is in communication with, but I am out of the loop.

I planned to file a complaint with the ADRE and/or the AAR, as I know that his conduct has been undoubtedly unacceptable, but read that I should try to resolve this with his Designated Broker first. I've been nervous and on edge this week because I put my trust in my realtor and he ended up working against me. I really appreciate your taking the time to read this email. If you have further questions, you are welcome to email me at [redacted] or call me at [redacted]

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



Laura Owens <[redacted]>

Dispute with realtor Clayton Zaback

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>
Cc: [redacted]

Tue, May 30, 2023 at 7:57 AM

Good morning, Laura,
Thank you for your email.
What would be an acceptable resolution of this for you?

[Quoted text hidden]



Laura Owens <[REDACTED]>

Dispute with realtor Clayton Zaback

Laura Owens <[REDACTED]>
To: Cathy Swann <[REDACTED]>
Cc: [REDACTED]

Tue, May 30, 2023 at 7:49 PM

Thank you for your response. There are several questions that I would like answers to.

- Why did he have me fill out the paperwork to make an offer on N Lynn Oaks and never submit it? He didn't reply when I asked him what was going on. It seemed like a deliberate move and I don't know why.
 - Once the realtor told me that Clayton hadn't submitted it, why didn't he immediately do so? Once I sent it over myself, the realtor also said that the number Clayton listed on it was a number that was not in service.
 - Why didn't he just transfer me over to a broker who would represent my best interest when I asked him several times to instead of telling the seller's agent that he could "take over the contract"?
- Why did he tell me that neither of the realtors had gotten back to him about the offers when the realtor on N Lynn Oaks said that Clayton knew what was going on with us being the first backup AND that he was really on top of it?
- It's my understanding that he broke just about every ethical code in the way he conducted himself last Wednesday night. He knew that the supposed offers he made were only good for 24 hours. I had proof of funds and guaranteed him I would not back out of the deals. Could he really not have at least represented me for less than those 24 hours until we knew what was going on with the offers?
- What is the status of the property on N 76th? Am I still the first backup offer?

I feel like I'm stuck between a rock and a hard place. I want to be represented by a realtor who knows investment properties and has a good eye for things. As I have tried and tried to find another realtor over the past few days, I have not found one who I believe understood what I have been looking for like Clayton did. He gave me a tremendous amount of confidence in what I was doing and he wasn't trying to sell me a property just for the sake of selling it.

If I were to summarize what I really want from Clayton, it's an answer about why he lied to me about the properties. I know he's a new realtor, so if he were to say these were mistakes but he wanted to make it right and continue to work on my behalf, I would understand. That would be an acceptable solution.

He dropped me as a client *after* he supposedly made these offers. He would need to provide a *really* good reason for why the offer on N Lynn Oaks wasn't submitted after he had me sign it, why he lied to me about not hearing anything on N 76th, etc., and why he stopped communication during what was the most nerve-wracking 24 hours of my life (as a potential first time homebuyer making two offers on houses).

If he says it was our personal issues that made him drop out after supposedly making the offers just hours before, that's a completely unacceptable answer. I was owed fiduciary duties by Clayton as my realtor that were not fulfilled to say the least. If he has a propensity to act in his own self interest and not in that of his client, I believe that under no circumstances should he remain a licensed realtor and have the opportunity to do this to someone else. The more I have looked into the duties that realtors have to their clients, the more I see how Clayton abused his power.

Unless he wants to make things right, I will be filing a complaint with the ADRE and/or the AAR. I cannot reiterate enough that if his excuse for dropping out hours after making an offer is because of personal reasons, it will not prevent me from filing a complaint. There are so many properties that I thought I could buy with Clayton's help and without his guidance, I feel paralyzed. I have lenders who want to give me money for the down payment on several seller financed properties and I think Clayton is foolish to miss out on those commissions and change his behavior.

Thank you for taking the time to read this.

All the best,

Laura Owens

[Quoted text hidden]



Laura Owens <[redacted]>

Dispute with realtor Clayton Zaback

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>
Cc: [redacted]

Wed, May 31, 2023 at 11:12 AM

I would be happy to refer you to another eXp agent to represent you moving forward, either on the Zaback Team or just within the brokerage. We have many agents who are well-versed in the investment market. But based on what has transpired, it does not make sense to continue working with Clayton. Please let me know if you would like a referral to another agent.

Best regards,
Cathy Swann
Designated Broker, Arizona

[redacted]
BROKER HOTLINE [redacted]

[eXp Agents - Click here to give us ideas for classes!](#)



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[Quoted text hidden]



Laura Owens <[redacted]>

Dispute with realtor Clayton Zaback

Laura Owens <[redacted]>
To: Cathy Swann <[redacted]>

Wed, May 31, 2023 at 12:02 PM

I appreciate that and would love a referral. Does Clayton have answers to the questions I asked?

All the best,

Laura Owens
Nobody Told Me!' | Quartet Farms | TEDx talk



[Quoted text hidden]

On May 31, 2023, at 11:13 AM, [redacted] wrote:
Phone [redacted]
Email [redacted]



Laura Owens <[REDACTED]>

Dispute with realtor Clayton Zaback

Cathy Swann <[REDACTED]>

Thu, Jun 1, 2023 at 2:02 PM

To: Laura Owens <[REDACTED]>

I am going to refer you to Matthew Chick and I will have him reach out to you. He and his team are well-versed in all things investment and I think you'll be very pleased with the information and service they can provide. From what I understand, those issues have been discussed directly with Clayton already, and I do not have any additional information.

Best regards,
Cathy Swann
Designated Broker, Arizona

[REDACTED]
BROKER HOTLINE [REDACTED]



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[Quoted text hidden]



CORRESPONDENCE WITH N LYNN OAKS REALTOR

WHERE I DISCOVERED MY OFFER HAD NEVER BEEN SUBMITTED

Laura Owens <[REDACTED]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[REDACTED]>

Thu, May 25, 2023 at 9:49 PM

To: [REDACTED]
Cc: [REDACTED]

Hi John,

My name is Laura Owens and I apologize for the late email, but wanted to check in regarding the status of my offer on 7609 N Lynn Oaks Drive. I have been trying to get an answer from my realtor, Clayton Echard, about if the offer expired or was accepted, but I have not heard back. If it was, I have every plan to move forward and take the next steps to close the deal, and didn't want you to think that I was not interested. Please let me know.

Thank you!

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [REDACTED]

Email [REDACTED]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

John Izzo <[redacted]>
To: Laura Owens <[redacted]>

Thu, May 25, 2023 at 10:50 PM

I didn't receive an offer from you or Clayton.

Sent from my iPhone

On May 25, 2023, at 9:49 PM, Laura Owens <[redacted]> wrote:

Hi John,

My name is Laura Owens and I apologize for the late email, but wanted to check in regarding the status of my offer on 7609 N Lynn Oaks Drive. I have been trying to get an answer from my realtor, Clayton Echard, about if the offer expired or was accepted, but I have not heard back. If it was, I have every plan to move forward and take the next steps to close the deal, and didn't want you to think that I was not interested. Please let me know.

Thank you!

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[redacted]>
To: John Izzo <[redacted]>
Bcc: [redacted]

Fri, May 26, 2023 at 8:23 AM

Hi John,

CC'ing Clayton on here as well. Here was the offer that I signed and was submitted on Wednesday afternoon.

All the best,



Laura Owens

Nobody Told Me!' | Quartet Farms | TEDx talk



Phone [redacted]

Email [redacted]

On Thu, May 25, 2023 at 10:50 PM John Izzo <[redacted]> wrote:
I didn't receive an offer from you or Clayton.

Sent from my iPhone

On May 25, 2023, at 9:49 PM, Laura Owens <[redacted]> wrote:

Hi John,

My name is Laura Owens and I apologize for the late email, but wanted to check in regarding the status of my offer on 7609 N Lynn Oaks Drive. I have been trying to get an answer from my realtor, Clayton Echard, about if the offer expired or was accepted, but I have not heard back. If it was, I have every plan to move forward and take the next steps to close the deal, and didn't want you to think that I was not interested. Please let me know.

Thank you!

All the best,



Laura Owens

Nobody Told Me!' | Quartet Farms | TEDx talk



Phone [redacted]

Email [redacted]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[redacted]>
To: John Izzo <[redacted]>

Fri, May 26, 2023 at 8:28 AM

I apologize - forgot to attach it!

[Purchase contract - 7609 N Lynn Oaks.pdf](#)

[Quoted text hidden]



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

Laura Owens <[redacted]>
To: John Izzo <[redacted]>

Fri, May 26, 2023 at 11:57 AM

Hi John,

Just wanted to make sure you got my offer as I still haven't been able to reach Clayton. Attaching it here.

Thanks!

Laura Owens

[Quoted text hidden]

 **Purchase contract - 7609 N Lynn Oaks.pdf**
603K



Laura Owens <[redacted]>

Offer on 7609 N Lynn Oaks Drive

John Izzo <[redacted]>
To: Laura Owens <[redacted]>

Fri, May 26, 2023 at 1:57 PM

Not sure why your agent did not submit this offer.
The offer would be good for back up position.
May have some issues with the current contract.

On May 26, 2023, at 11:57 AM, Laura Owens <[redacted]> wrote:

Hi John,

Just wanted to make sure you got my offer as I still haven't been able to reach Clayton. Attaching it here.

Thanks!

Laura Owens

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Nobody Told Me! | *Quartet Farms* | *TEDx talk*



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Thank you!

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [REDACTED]

Email [REDACTED]

<Purchase contract - 7609 N Lynn Oaks.pdf>



PO Box 4070
Castaic, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	1 of 2

Rec

ACCOUNT BALANCE SUMMARY

Savings	
Checking	
Money Market	\$448,618.25
Certificates	-
IRAs	-
Vehicle Loans	-
Home Equity	-
Mortgage	-
ReadyLine & Other Loans	-



Your Relationship Rewards
tier for
APRIL is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$0.90

Transaction Date	Post Date	Transaction Description	Amount	New Balance
		Previous Balance		
04/01		Deposit Dividend Tiered Rate	0.23	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.300%		
		Based on an Average Daily Balance of \$ 913.91		
04/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$20.01

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	
04/03	03/28	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
04/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.200%	
		Based on an Average Daily Balance of \$ 29,542.94	
04/11		Processed Check - CAPITAL ONE ARC: CHECK PYMT #1230	
04/12		Ending Balance	

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	2 of 2

PREMIER CHECKING

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT
--------	------	--------	--------	------	--------	--------	------	--------

MONEY MARKET CHECKING (ID 40)

Previous Balance:	\$447,828.96	Dividends Earned in 2023:	\$2,861.38
1 Deposits/Credits:	+ \$789.29		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$448,618.25		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 447,828.96
04/01		Deposit Dividend Tiered Rate	789.29
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 2.100%	
		Based on an Average Daily Balance of \$ 447,639.74	
04/12		Ending Balance	\$ 448,618.25

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$2,882.29

Name: Relationship:
Beneficiary



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You should review your account balances and transactions regularly. If you discover any discrepancies, please inform us immediately. You can reach us at (800) 328-5328. If you have unresolved concerns after calling us, you can report them directly to our Supervisory Committee by U.S. mail at P.O. Box 4064 Castaic, CA 91310.



PO Box 4070
Castro, CA 91310

800.328.5328
818.565.2020
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Statement of Account

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	1 of 2

ACCOUNT BALANCE SUMMARY

Savings	\$914.35
Checking	\$17,162.06
Money Market	\$449,970.88
Certificates	—
IRAs	—
Vehicle Loans	—
Home Equity	—
Mortgage	—
ReadyLine & Other Loans	—



Your Relationship Rewards
tier for
MAY is:

PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$1.11

Transaction Date	Post Date	Transaction Description	Amount	New Balance
05/01		Previous Balance		
		Deposit Dividend Tiered Rate	0.21	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.280% Based on an Average Daily Balance of \$ 914.14		
05/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$24.02

Transaction Date	Post Date	Transaction Description	Amount
04/17		Previous Balance	
		Processed Check - DISCOVER ARC: PAYMENTS #1231	
05/01	04/25	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
05/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.200% Based on an Average Daily Balance of \$ 24,235.23	
05/12		Ending Balance	

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	2 of 2

PREMIER CHECKING (ID 09)

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e Indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

	/	C		/	C	
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MONEY MARKET CHECKING

Previous Balance:	\$448,618.25	Dividends Earned in 2023:	\$3,627.42
2 Deposits/Credits:	+ \$1,352.63		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$449,970.88		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 448,618.25
04/15		Deposit by Check	586.59 ✓
05/01		Deposit Dividend Tiered Rate	766.04 ✓
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 2.100%	
		Based on an Average Daily Balance of \$ 448,931.10	
05/12		Ending Balance	\$ 449,970.88

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$3,652.55

Name: _____ Relationship:
Beneficiary



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This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

1. **Read the entire contract *before* you sign it.**
2. **Review the Residential Seller's Property Disclosure Statement (See Section 4a).**
- This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
3. **Review the Inspection Paragraph (see Section 6a).**
- If important to you, hire a qualified:
- General home inspector
 - Heating/cooling inspector
 - Mold inspector
 - Pest inspector
 - Pool inspector
 - Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

4. **Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**
5. **Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).**
- It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
6. **Read the title commitment within five (5) days of receipt (see Section 3c).**
7. **Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.**
8. **Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. **Always independently confirm wiring instructions prior to wiring any money.** Do not email or transmit documents that show bank account numbers or personal identification information.

Buyer's Check List

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

- 1a. 1. BUYER: LizMax Investments LLC
BUYER'S NAME(S)
- 2. SELLER: KURT BIEDERMAN BIEDERMAN ENTERPRISE LLC 401K PLAN or as identified in section 9c.
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: 19777 N 76Th St Apt 2228 Assessor's #: 212-46-530
- 6. City: Scottsdale County: Maricopa AZ, Zip Code: 85255-3820
- 7. Legal Description: LOT 2228 VENU AT GRAYHAWK CONDOMINIUM MCR 067243
- 8. _____
- 9. _____
- 1c. 10. \$ 425,000.00 Full Purchase Price, paid as outlined below
- 11. \$ 4,250.00 Earnest Money To be applied to down payment
- 12. \$ 76,500.00 Down payment (to be paid by private lender)
- 13. \$ 348,500.00 Loan Amount (to be seller financed)
- 14. _____
- 15. _____
- 16. _____
- 17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____
- 18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.
- 19. IF THIS IS AN ALL CASH SALE: A Letter of Credit or a source of funds from a financial institution documenting the availability of
- 20. funds to close escrow is attached hereto.
- 1d. 21. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 24. June 27, 2023 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
- 25. COE shall occur on the next day that both are open for business.
- 26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
- 28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
- 29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
- 30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
- 31. All funds are to be in U.S. currency.
- 1e. 32. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
- 33. system/alarms, and all common area facilities to Buyer at COE or _____.
- 34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
- 35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. Addenda Incorporated: Additional Clause Buyer Contingency Domestic Water Well H.O.A.
- 37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale
- 38. Solar Addendum Other: _____

>>

SELLER SELLER

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Residential Resale Real Estate Purchase Contract • Updated: October 2022
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BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 1g. **39. Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- 42. • built-in appliances, ceiling fans and remotes • media antennas/satellite dishes (affixed) • storage sheds
 - 43. • central vacuum, hose, and attachments • outdoor fountains and lighting • storm windows and doors
 - 44. • draperies and other window coverings • outdoor landscaping (i.e., shrubbery, trees and unpotted plants) • stoves: gas-log, pellet, wood-burning
 - 45. • fireplace equipment (affixed) • shutters and awnings • timers (affixed)
 - 46. • floor coverings (affixed) • smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) • towel, curtain and drapery rods
 - 47. • free-standing range/oven • wall mounted TV brackets and hardware (excluding TVs)
 - 48. • garage door openers and remotes • water-misting systems
 - 49. • light fixtures • window and door screens, sun shades
 - 50. • mailbox • speakers (flush-mounted)
51. If owned by Seller, the following items also are included in this sale:
- 52. • affixed alternate power systems serving the Premises (i.e., solar) • in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) • security and/or fire systems and/or alarms
 - 53. • water purification systems
 - 54. • water softeners
55. **Additional existing personal property included in this sale (if checked):**
56. refrigerator (description): Kenmore (Model #: 253.7050561A) as seen in property on 05/21/23
57. washer (description): Samsung VRTplus as seen in property on 05/21/23
58. dryer (description): As seen in MLS pictures and property on 05/21/23
59. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. other personal property not otherwise addressed (description): _____
62. other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no**
64. **monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the
67. notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. **Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the**
73. **COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan**
74. **approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or**
75. **Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. 83. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. 87. **Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.

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BUYER BUYER

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- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender 91. with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan 92. amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with 94. notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested 95. signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and 96. will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback _____ 98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer 0 % 101. of the Purchase Price OR \$ 0.00 (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, 102. charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 104. Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any 105. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan 106. approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to 108. lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, 109. Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or 110. the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by Buyer Seller Other _____ 112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee will will not 113. be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be 114. performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 116. terms of this Contract shall be:

117. American Title Service Agency - Eileen Brown
ESCROW/TITLE COMPANY

118. 2225 W. Whispering Wind Dr., #101 Phoenix AZ 85085
ADDRESS CITY STATE ZIP

119. [REDACTED] [REDACTED] 602-424-7241
EMAIL PHONE FAX

- 3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole 121. and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax 122. consequences. Buyer should obtain independent legal and tax advice.
- 3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 124. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies 125. of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to 126. Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the 127. Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller 128. shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements 129. and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's 130. Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire 131. extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title 132. Insurance Policy.

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BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
- 173. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
- 175. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
- 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** _____ BUYER BUYER

182. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** LO _____ BUYER BUYER

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
- 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
- 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
- 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
- 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
- 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
- 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
- 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied,
- 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
- 194. the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will
- 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
- 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
- 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
- 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
- 199. improvements will be addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
- 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
- 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
- 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
- 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
- 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
- 206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
- 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
- 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
- 210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**
- 211. _____
- 212. _____

6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
- 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
- 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
- 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
- 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
- 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
- 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
- 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
- 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
- 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
- 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
- 224. *Advisory* to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
- 226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
- 227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
- 229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
- 230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
- 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
- 232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
- 234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
- 235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
- 236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**
238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**
239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:

242. sewer system conventional septic system alternative system

243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION**
244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility
245. Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
250. of the Arizona Department of Health Services approved private pool safety notice.

251. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**
253. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING**
254. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**
255. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**
256. **SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY**
257. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**
258. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

259. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6i. 260. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
263. provided in a single notice.

6j. 264. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
265. signed notice of the items disapproved and state in the notice that Buyer elects to either:

266. (1) Immediately cancel this Contract, in which case:

267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. **OR**

274. (2) Provide Seller an opportunity to correct or address the items disapproved, in which case:

275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
277. Seller's refusal to correct or address any of the items disapproved.

278. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a**
279. **workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days**
280. **or _____ days prior to the COE Date.**

281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

285. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will extend
286. response times or cancellation rights.

287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN**
288. **THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
289. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

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6k. 290. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and 292. most plans exclude pre-existing conditions.

293. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage
294. _____, to be issued by _____ at a cost
295. not to exceed \$ _____, to be paid for by Buyer Seller Split evenly between Buyer and Seller
296. Buyer declines the purchase of a Home Warranty Plan.

297. (BUYER'S INITIALS REQUIRED) LO BUYER BUYER

6l. 298. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

6m. 302. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

6n. 305. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent 309. legal and tax advice.

7. REMEDIES

7a. 310. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur 314. to cure a potential breach, COE shall occur on the next day that both are open for business.

7b. 315. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant 321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. 325. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

7d. 334. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the 335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 341. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert 343. witness fees, fees paid to investigators, and arbitration costs.

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8. ADDITIONAL TERMS AND CONDITIONS

Proposed Seller Financing Terms:

- 8a. 344. - 18% downpayment from buyer (private lender), 82% seller finance
- 345. - 15-year seller carryback duration, 30-year amortization schedule with balloon
- 346. payment taking place 15 years from contract acceptance (05/31/2038)
- 347. - 3% interest rate
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- 8b. 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i. 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 434. (SELLER'S INITIALS REQUIRED) _____ (BUYER'S INITIALS REQUIRED) CO _____
SELLER SELLER BUYER BUYER
- 8o. 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by May 25, 2023 at 8 a.m./p.m., Mountain Standard Time. ^x 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

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8q. 443. Broker on behalf of Buyer:

444. Clayton R Echard ce228 SA707472000
445. Austin Zaback az115 SA661180000
446. eXp Realty 147041676
447. 16430 N Scottsdale Rd, #125 Scottsdale AZ 85254 LC634213048
448. [Redacted] [Redacted]

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. [X] Buyer; [] Seller; or [] both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

452. [Redacted]
453. Laura Owens 05/24/2023
454. LizMax Investments LLC
455. ADDRESS
456. CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

458. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
459. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
460. PRINT FIRM NAME FIRM MLS CODE
461. FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
462. PREFERRED TELEPHONE FAX EMAIL

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. [] Seller; or [] both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. [] Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
470. KURT BIEDERMAN BIEDERMAN ENTERPRISE LLC 401K PLAN
471. ADDRESS ADDRESS
472. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

473. [] OFFER REJECTED BY SELLER: MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only: Brokerage File/Log No. Manager's Initials Broker's Initials Date MO/DA/YR

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") eXp Realty
- 2. acting through Clayton R Echard Austin Zaback
LICENSEE'S NAME LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 32. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 33. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

- 34. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

- 46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
- 47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

- 48. **LizMax Investments LLC**
- 49. Laura Owens 05/24/2023
^ PRINT NAME ^ PRINT NAME
^ SIGNATURE MO/DA/YR ^ SIGNATURE MO/DA/YR



PO Box 4070
Castaic, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	1 of 2

Rec

ACCOUNT BALANCE SUMMARY

Savings	
Checking	
Money Market	\$448,618.25
Certificates	-
IRAs	-
Vehicle Loans	-
Home Equity	-
Mortgage	-
ReadyLine & Other Loans	-



Your Relationship Rewards
tier for
APRIL is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$0.90

Transaction Date	Post Date	Transaction Description	Amount	New Balance
		Previous Balance		
04/01		Deposit Dividend Tiered Rate	0.23	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.300%		
		Based on an Average Daily Balance of \$ 913.91		
04/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$20.01

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	
04/03	03/28	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
04/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.200%	
		Based on an Average Daily Balance of \$ 29,542.94	
04/11		Processed Check - CAPITAL ONE ARC: CHECK PYMT #1230	
04/12		Ending Balance	

Account No.	Statement Period	Page
7500	03/13/23 thru 04/12/23	2 of 2

PREMIER CHECKING

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT
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MONEY MARKET CHECKING (ID 40)

Previous Balance:	\$447,828.96	Dividends Earned in 2023:	\$2,861.38
1 Deposits/Credits:	+ \$789.29		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$448,618.25		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 447,828.96
04/01		Deposit Dividend Tiered Rate	789.29
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 2.100%	
		Based on an Average Daily Balance of \$ 447,639.74	
04/12		Ending Balance	\$ 448,618.25

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$2,882.29

Name: Relationship:
Beneficiary



Federally Insured by NCUA

You should review your account balances and transactions regularly. If you discover any discrepancies, please inform us immediately. You can reach us at (800) 328-5328. If you have unresolved concerns after calling us, you can report them directly to our Supervisory Committee by U.S. mail at P.O. Box 4064 Castaic, CA 91310.



PO Box 4070
Castro, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	1 of 2

ACCOUNT BALANCE SUMMARY

Savings	\$914.35
Checking	\$17,162.06
Money Market	\$449,970.88
Certificates	—
IRAs	—
Vehicle Loans	—
Home Equity	—
Mortgage	—
ReadyLine & Other Loans	—



Your Relationship Rewards
tier for
MAY is:

PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$1.11

Transaction Date	Post Date	Transaction Description	Amount	New Balance
05/01		Previous Balance		
		Deposit Dividend Tiered Rate	0.21	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.280% Based on an Average Daily Balance of \$ 914.14		
05/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$24.02

Transaction Date	Post Date	Transaction Description	Amount
04/17		Previous Balance	
		Processed Check - DISCOVER ARC: PAYMENTS #1231	
05/01	04/25	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
05/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.200% Based on an Average Daily Balance of \$ 24,235.23	
05/12		Ending Balance	

Account No.	Statement Period	Page
7500	04/13/23 thru 05/12/23	2 of 2

PREMIER CHECKING (ID 09) (continued)

Summary of Cleared Checks: * Indicates check number out of sequence.
 e Indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

	/	C		/	C	
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MONEY MARKET CHECKING

Previous Balance:	\$448,618.25	Dividends Earned in 2023:	\$3,627.42
2 Deposits/Credits:	+ \$1,352.63		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$449,970.88		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 448,618.25
04/15		Deposit by Check	586.59 ✓
05/01		Deposit Dividend Tiered Rate	766.04 ✓
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 2.100%	
		Based on an Average Daily Balance of \$ 448,931.10	
05/12		Ending Balance	\$ 449,970.88

Dividend and Interest Summary YTD

Taxable (non-IRA) Dividends Earned: \$3,652.55

Additional names on account:

Name: _____ Relationship:
Beneficiary



Federally Insured by NCUA

BUYER ATTACHMENTDocument updated:
October 2022

This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

1. **Read the entire contract before you sign it.**
2. **Review the Residential Seller's Property Disclosure Statement (See Section 4a).**
- This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
3. **Review the Inspection Paragraph (see Section 6a).**

If important to you, hire a qualified:

- General home inspector
- Heating/cooling inspector
- Mold inspector
- Pest inspector
- Pool inspector
- Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

4. **Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**
5. **Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).**
- It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
6. **Read the title commitment within five (5) days of receipt (see Section 3c).**
7. **Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.**
8. **Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. ***Always independently confirm wiring instructions prior to wiring any money.*** Do not email or transmit documents that show bank account numbers or personal identification information.

Buyer's Check List

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
October 2022



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1. PROPERTY

- 1a. 1. BUYER: LizMax Investments LLC
BUYER'S NAME(S)
- 2. SELLER: DANA L KUZMA DANA KUZMA REVOCABLE TRUST or as identified in section 9c.
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: 7609 N Lynn Oaks Dr Assessor's #: 174-25-035
- 6. City: Scottsdale County: Maricopa AZ, Zip Code: 85258-3436
- 7. Legal Description: LOT 31 SPANISH OAKS UNIT 1 MCR 019729
- 8. _____
- 9. _____
- 1c. 10. \$ 699,000.00 Full Purchase Price, paid as outlined below
- 11. \$ 6,990.00 Earnest Money To be applied to down payment
- 12. \$ 69,900.00 Down payment (to be paid by private lender)
- 13. \$ 629,100.00 Loan Amount (to be seller financed)
- 14. _____
- 15. _____
- 16. _____
- 17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____
- 18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.
- 19. IF THIS IS AN ALL CASH SALE: A Letter of Credit or a source of funds from a financial institution documenting the availability of
- 20. funds to close escrow is attached hereto.
- 1d. 21. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 24. June 27, 2023 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
- 25. COE shall occur on the next day that both are open for business.
- 26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
- 28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
- 29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
- 30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
- 31. All funds are to be in U.S. currency.
- 1e. 32. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
- 33. system/alarms, and all common area facilities to Buyer at COE or _____
- 34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
- 35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. Addenda Incorporated: Additional Clause Buyer Contingency Domestic Water Well H.O.A.
- 37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale
- 38. Solar Addendum Other: _____

>>

SELLER SELLER

Residential Resale Real Estate Purchase Contract • Updated: October 2022
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10 BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

- 1g. 39. **Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- 42. • built-in appliances, ceiling fans and remotes
 - 43. • central vacuum, hose, and attachments
 - 44. • draperies and other window coverings
 - 45. • fireplace equipment (affixed)
 - 46. • floor coverings (affixed)
 - 47. • free-standing range/oven
 - 48. • garage door openers and remotes
 - 49. • light fixtures
 - 50. • mailbox
 - media antennas/satellite dishes (affixed)
 - outdoor fountains and lighting
 - outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
 - shutters and awnings
 - smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
 - speakers (flush-mounted)
 - storage sheds
 - storm windows and doors
 - stoves: gas-log, pellet, wood-burning
 - timers (affixed)
 - towel, curtain and drapery rods
 - wall mounted TV brackets and hardware (excluding TVs)
 - water-misting systems
 - window and door screens, sun shades
51. If owned by Seller, the following items also are included in this sale:
- 52. • affixed alternate power systems serving the Premises (i.e., solar)
 - in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
 - security and/or fire systems and/or alarms
 - water purification systems
 - water softeners
55. **Additional existing personal property included in this sale (if checked):**
56. refrigerator (description): Wood-panel covered fridge as seen in property on 05/23/23
57. washer (description): Samsung Aquajet as seen in property on 05/23/23
58. dryer (description): Samsung Steam MoistureSensor as seen in property on 05/23/23
59. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. other personal property not otherwise addressed (description): Grill as seen on property on 05/23/23
62. other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no**
64. **monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the
67. notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. **Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the**
73. **COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan**
74. **approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or**
75. **Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. 83. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. 87. **Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.

>>

SELLER	SELLER

<Initials

Initials>

CO	
BUYER	BUYER

Residential Resale Real Estate Purchase Contract >>

- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback _____
98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer 0 % of the Purchase Price OR \$ 0.00 (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by Buyer Seller Other _____
112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee will will not be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

117. American Title Service Agency - Eileen Brown
ESCROW/TITLE COMPANY

118. 2225 W. Whispering Wind Dr., #101 Phoenix AZ 85085
ADDRESS CITY STATE ZIP

119. [REDACTED] [REDACTED] 602-424-7241
EMAIL PHONE FAX

3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.

3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

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- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
- 173. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
- 175. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
- 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** _____ BUYER BUYER

182. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** CO BUYER BUYER

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
- 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
- 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
- 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
- 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
- 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
- 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
- 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied,
- 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
- 194. the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will
- 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
- 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
- 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
- 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
- 199. improvements will be addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
- 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
- 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
- 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
- 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
- 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
- 206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
- 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
- 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
- 210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**
- 211. _____
- 212. _____

6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
- 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
- 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
- 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
- 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
- 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
- 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
- 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
- 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
- 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
- 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
- 224. *Advisory* to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
- 226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
- 227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
- 229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
- 230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
- 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
- 232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
- 234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
- 235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
- 236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**
238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**
239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:

242. sewer system conventional septic system alternative system

243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION**
244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility
245. Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
250. of the Arizona Department of Health Services approved private pool safety notice.

251. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**
253. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING**
254. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**
255. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**
256. **SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY**
257. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**
258. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

259. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6i. 260. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
263. provided in a single notice.

6j. 264. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
265. signed notice of the items disapproved and state in the notice that Buyer elects to either:

266. (1) Immediately cancel this Contract, in which case:

267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. **OR**

274. (2) Provide Seller an opportunity to correct or address the items disapproved, in which case:

275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
277. Seller's refusal to correct or address any of the items disapproved.

278. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a**
279. **workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days**
280. **or _____ days prior to the COE Date.**

281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

285. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will extend
286. response times or cancellation rights.

287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN**
288. **THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
289. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

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6k. 290. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and 292. most plans exclude pre-existing conditions.

293. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage

294. _____, to be issued by _____ at a cost

295. not to exceed \$ _____, to be paid for by Buyer Seller Split evenly between Buyer and Seller

296. Buyer declines the purchase of a Home Warranty Plan.

297.

(BUYER'S INITIALS REQUIRED)


BUYER BUYER

6l. 298. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

6m. 302. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

6n. 305. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent 309. legal and tax advice.

7. REMEDIES

7a. 310. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur 314. to cure a potential breach, COE shall occur on the next day that both are open for business.

7b. 315. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant 321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. 325. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

7d. 334. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the 335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 341. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert 343. witness fees, fees paid to investigators, and arbitration costs.

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8. ADDITIONAL TERMS AND CONDITIONS

Proposed Seller Financing Terms:

- 8a. 344. - 10% downpayment from buyer (private lender), 90% seller finance
- 345. - 7-year seller carry back duration, 30-year amortization schedule with balloon
- 346. payment 7 years from contract acceptance (05/31/2030).
- 347. - 4% interest rate
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- 8b. 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i. 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 434. (SELLER'S INITIALS REQUIRED) _____ (BUYER'S INITIALS REQUIRED) CO _____
SELLER SELLER BUYER BUYER
- 8o. 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by May 25, 2023 at 8 ^x a.m./p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

>>

SELLER SELLER

BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

8q. 443. Broker on behalf of Buyer:

444. Clayton R Echard ce228 SA707472000
445. Austin Zaback az115 SA661180000
446. eXp Realty 147041676
447. 16430 N Scottsdale Rd, #125 Scottsdale AZ 85254 LC634213048
448. [Redacted] [Redacted]

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. [X] Buyer; [] Seller; or [] both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

452. [Redacted]
453. Laura Owens 05/24/2023
454. LizMax Investments LLC
455. 11440 N 69th Street
456. Scottsdale, AZ 85254

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

458. [Redacted]
459. [Redacted]
460. [Redacted]
461. [Redacted]
462. [Redacted]

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. [] Seller; or [] both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. [] Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. [Redacted]
470. DANA L KUZMA DANA KUZMA REVOCABLE TRUST
471. [Redacted]
472. [Redacted]

473. [] OFFER REJECTED BY SELLER: [Redacted], 20 [Redacted] (SELLER'S INITIALS)

For Broker Use Only: Brokerage File/Log No. [Redacted] Manager's Initials [Redacted] Broker's Initials [Redacted] Date [Redacted]

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") eXp Realty
- 2. acting through Clayton R Echard Austin Zaback
LICENSEE'S NAME LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 32. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 33. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

- 34. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

- 46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
- 47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

- 48. **LizMax Investments LLC**
- 49. Laura Owens 05/24/2023
^ PRINT NAME ^ PRINT NAME
^ SIGNATURE MO/DA/YR ^ SIGNATURE MO/DA/YR

To: Clayton, [REDACTED]



iMessage
Fri, May 26 at 8:31 AM

MESSAGE I SENT TO CLAYTON AND THE REALTOR FOR N 76TH STREET, WHERE I FOUND OUT CLAYTON WAS IN COMMUNICATION WITH THE REALTOR, BUT NOT WITH ME ABOUT THE PROPERTY. TO THIS DAY, WE HAVE NOT SPOKEN ABOUT IT.

Hi Nolan, I have been trying to get an answer from my realtor, Clayton Echard, about if the offer we put on 1977 N 76th Street #2228 on the 24th (attached) was accepted, but I have not heard back yet. I noticed on Zillow that an offer was accepted on Wednesday (and from what they say, it is apparently at the price I offered), and I wanted to know if it was mine. If it was, I have every plan to move forward and take the next steps to close the deal and didn't want you to think that I was not interested.



Laura Owens - 19777 N 76th St, 2228 - Residential Purchase Contract (102022).pdf
PDF Document · 1 MB

+1 (480) 390-1244

The seller decided to take a traditional offer on Tuesday, but it's a super short inspection period so if it doesn't work out you'll most likely be in first position I will keep you both posted

+1 (480) 390-1244

Yes, thank you for the offer as well. Clayton has been on top of it as well

Thank you!

To: John Izzo



iMessage
Fri, May 26 at 1:31 PM

Laura, you sent me an email with your offer to purchase 7609 N. Lynn Oaks
Your mailbox is full and the agent that wrote the offer gave me a wrong number.
My current contract may be falling out of escrow so time is of the essence.
Thank you,
John Izzo

CORRESPONDENCE WITH N LYNN OAKS REALTOR WHO TOLD ME THAT CLAYTON REFERRED ME AS A CLIENT TO HIM (THE SELLER'S AGENT) WITHOUT MY KNOWLEDGE AFTER NOT SUBMITTING THE OFFER

Let me connect you with him, one second.

Please let me know if you get in touch with him because I haven't been able to.

Time is of the essence-
The other buyer just canceled. I will wait to put it back on the market if you'd like to move forward.
What number do you have for Clayton?

Yes, please wait. I have [REDACTED]

I'll try that because the number on the contract is a non working number.

Ok, perfect. Please let me know if you reach him. I can't.

You can also try [REDACTED]

Any luck?

Yes.
Are you able to speak with me?

Not at the moment, but in a bit I can. What's the update?

The other contract is being canceled.
I spoke with Clayton and he said that I should take over the contract if you're still interested.

To: John Izzo



Which other contract?

Before your offer, another offer was accepted. I told your agent that was happening. The buyer will not have his down payment funds in time to close escrow. Therefore, I told him that we need to cancel the deal. Paperwork is being sent out now to cancel.

Okay! So what step does Clayton need to take next then?

He sent me an email referring you to me. He said you are a former client.

Oh, I didn't know that...I apologize for the mix-up.

No worries.
Would you like to still pursue the purchase?

Let me run the numbers again. I was relying on Clayton's guidance and was told he submitted the offer on the 24th in the afternoon. I was very confident in what he thought of the property. I apologize for the mess this has been!

I spoke to him briefly. He said he is new in the business. He said he was writing an offer on the 23rd. I told him there were negotiations going on with another offer but recommended that he submit an offer anyways. I contacted him the next day to let him know that the offer was accepted and to submit for a back up position. The next thing I heard was from you about your offer which I didn't receive until today.

Fri, May 26 at 6:14 PM

I don't want to hold you up on the sale. I had every intention of buying it, but the way this has gone down with Clayton has given me cold feet. I'm really sorry!

No need to apologize. You need to do what's best for you. Thank you for letting me know.

I will let you know if anything changes! Thank you so much!

**UNRESPONDED TO EMAIL
TO AUSTIN ZABACK**

Laura Owens <[REDACTED]>

Offers made with Clayton Echard this week

Laura Owens <[REDACTED]>

Fri, May 26, 2023 at 7:31 PM

To: [REDACTED]

Cc: [REDACTED]

Hi Austin,

My name is Laura Owens and up until today, I was working with one of your agents, Clayton Echard. Despite the fact that he is a new realtor, I cannot begin to tell you how impressed I was at his knowledge of the area and what might make a good investment. This was invaluable for me as a first-time investor. I found a lender who gave me the go-ahead to put down payments on multiple seller-financed properties and believed that I was in excellent hands.

Last weekend, Clayton invited me over to his apartment when he was, to use his words, "in a vulnerable position of being insanely high", and we were physically intimate. This did not appear to impact our working relationship as it wasn't until after that he even showed me any properties. With his guidance, I decided to make offers on two properties at a cumulative value of \$1,124,000; one is located at 7609 N Lynn Oaks Drive and the other is at 19777 N 76th Avenue, apartment 2228. Both of my offers were at list price and very near the percentages that the seller was offered to carry. I was told that he submitted both with proof of funds from my lender on Wednesday afternoon. He had me guarantee him via text that I would not under any circumstances back out of the deals unless there was a material defect because it would make him look bad. Of course, I agreed not to, as it was my full intention to purchase the properties.

On Wednesday evening, after discussing the possibility of dating during or after the purchase of the properties, Clayton snapped and said he would no longer be representing me as my realtor. He had mentioned several times prior that he didn't feel like he or our interest was being taken seriously by the seller's agents, and so his suggestions to either pull the offer and resign it with you as my broker or get a new realtor and resubmit the offer - all less than ten hours after our offer was submitted - seemed unfathomable to me. I did not want to be seen by the homeowners as someone who was flighty, and it seemed to me like Clayton was being extremely childish and immature to pull such a move. This was the opposite of the professional I had seen up to that point.

Yesterday, an argument ensued after both the real estate incident and (also a discussion about taking the Plan B pill, where I was told, "Laura, I legitimately hate you right now" for not taking it) I was subjected to hours of further insults during an extremely stressful time as I waited to see if offers were accepted or not. I asked him whether or not they were pulled, if he had withdrawn as my agent, and if neither had happened and he still represented me, if he had any updates. Most of my questions were unanswered, but I was told less than two hours prior to the offers expiring at 8pm on May 25th that neither had been responded to.

After 8pm, I looked online and saw that the property on N 76th was listed as under contract as of the 24th, which was the day we made the offer. On Zillow, it appeared that the price that had been accepted was \$425,000, which was what we offered. I contacted Clayton and asked him if it was ours, then told him I would contact the listing agent, Nolan Rucker, if I didn't hear back. I also asked what the status was on the N Lynn Oaks property and said I would email the broker, John Izzo, if he didn't respond. After further silence from Clayton, I contacted both of them. John told me that **Clayton never sent him the offer** and Nolan said that the sellers had taken a traditional offer, but that **Clayton** had been on top of it and **knew that we would be in first position if that offer didn't work out**. These were both contrary to what I had been told by Clayton, who made me think that our offers had been ignored. This morning, I texted Clayton to ask what was going on, but got no response. I asked him to be connected with his broker (I'm presuming you), but again, got no response.

Since Clayton hadn't e-mailed John my offer on N Lynn Oaks despite claiming he did, I sent it over to him. John said that their buyer was going to back out and that if we wanted the property, we could have it. The other agent, Nolan, had said Clayton was still in communication with him regarding my offer, so I presumed that he was still representing me in both deals. John tried to call Clayton, who gave a wrong number on the contract. I tried to communicate directly with Clayton about this, but again, both my texts and emails were ignored. Finally, Clayton connected with John to tell him that I was a former client and that he was welcome to represent me. I was stunned to be thrown to the seller's agent when I trusted Clayton and wanted to hear more about his concerns about the property. Despite the fact that my lender has the money ready to go, I don't want to proceed with the purchase if my only option is to hire a broker who has the seller's best-interest at heart. Clayton did not contact me to tell me that he had referred me to John, so I was told by John himself that he would be representing me going forward. In addition, I have no idea where things stand with the N 76th Street property and doubt that Clayton will keep me informed.

Stunned and appalled don't even begin to describe how I feel right now. I cannot imagine that your agency would want to continue to employ someone who is so flighty and throws away what would have been \$1.124m in deals over personal issues. I have a strong group of lenders behind me and would have wanted to close millions more with your company since you specialize in investment real estate. I wanted to build a whole portfolio and Clayton made me believe that I could...until he completely pulled the rug out from under me.

I had not watched Clayton on the Bachelor last year, but he told me he had been gaslit on the show and was traumatized by it. After the way he treated me yesterday, I pulled up several clips from the show where three women broke down because he misled them and wasn't transparent, which is exactly how he behaved with me. He flipped a switch and was cold as ice. I only mention this behavior because I believe it is indicative of how he treats other people, and since so much of real estate is relationships, you should know that he can build them up fast and tear them down even faster. In my opinion, he has been cruel, vindictive, and manipulative, which will make your business suffer. You have already lost me as a client (although I unsuccessfully tried to get you as my broker this morning) and I'm sure he will act in his own self-interest in his dealings with others.

I've been struggling to hit "send" on this email because I want to believe that Clayton is the agent that I saw at the beginning of the process and who I'm sure you see every day. I cannot say enough how brilliant and naturally gifted I think he is and know he would be an amazing asset to your company if he didn't have another side to him. You've probably never seen it and maybe this will fall on deaf ears, but as a business owner myself, I would want to know if I had an employee who was losing me millions of dollars of deals out of spite. I don't know if he's either a tremendous asset or a huge liability to the Zaback Group. I was so excited to work with you guys, but have been so disheartened with what has transpired over the last couple of days.

I appreciate your taking the time to read this email. If you have further questions, you are welcome to email me at [redacted] or call me at [redacted]. I'd even still be open to working with Clayton if he could be the agent he was when I first met him because I *truly* trust his opinion.

All the best,



Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*



Phone [redacted]

Email [redacted]



UNRESPONDED TO EMAIL TO ZABACK GROUP

Laura Owens <[REDACTED]>

Status of properties offered on yesterday

Laura Owens <[REDACTED]>
To: [REDACTED]

Thu, May 25, 2023 at 5:45 PM

Hi,

Can I please have the status on the properties I made offers on with Clayton Echard yesterday? The addresses are 19777 N 76th Street, unit 228, and 7609 N Lynn Oaks Street. My lender is getting impatient with me about whether or not the offers were accepted and I haven't heard back. I would appreciate a prompt response

Thank you!

All the best,

Laura Owens

Nobody Told Me! | *Quartet Farms* | *TEDx talk*





Arizona Department of Real Estate (ADRE)
Investigations and Development Services Division
www.azre.gov
100 North 15th Avenue, Suite 201, Phoenix Arizona 85007

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

8/31/2023

Laura Owens
[REDACTED]
[REDACTED]

RE: C23-000391 - Your complaint against Clayton Echard

Dear Ms. Owens,

The Department of Real Estate received your complaint concerning the above licensee. This case was assigned #C23-000391, please refer to that number in any future correspondence with the Department.

The Department has opened a complaint file and will conduct an investigation into your allegations. If it appears there is a reasonable belief that the statutes over which the Department has jurisdiction have been violated we will initiate corrective action.

Please note that in an administrative action brought by a regulatory agency the State becomes the complainant. Your role at that time is as a witness rather than as a party to the action. You should also be aware that the Department has limited jurisdiction and that there may be other legal remedies available to you as well. **The Department has no authority to order restitution or other payments to any party in a complaint.**

Please understand that this Department retains sole discretion in deciding that closing the investigation and taking no disciplinary action may be appropriate. In that possible event you will be notified and given an explanation.

If you have additional information or documentation to provide concerning the complaint filed, please contact the Department via the Investigation section of the Department's Message Center at www.azre.gov. **Documents may be submitted electronically in either Word or PDF format** or via U.S. Mail.

Sincerely,

Kathy Van Fredenberg

Kathy Van Fredenberg
Compliance Specialist
Audits & Investigations Department

Response to Case #C23-000391

Recounting of the Facts:

*Please reference the document, titled “**Laura Owens Transcript**” for a complete overview of the messages that were sent between Laura and I, via text.*

Laura Owens initially reached out to me on LinkedIn back in March of this year and stated she wanted to buy investment properties. Knowing that I was a real estate agent, she asked if I would be willing to help her out, which I said that I would be happy to do so.

On March 10th, Laura and I engaged in a series of text messages that eventually led to her coming over to my house and us hooking up. We did not have sexual intercourse, which is important to note for a later point that I will bring up. However, she did perform oral sex on me.

The next day, Laura and I went to look at properties. At the end of viewing a home, I asked Laura to sit with me in my car and talk about the night before. I told her that I had made a mistake by inviting her over to my house and that I felt it was unprofessional of me to do so. I told her that if she wanted to find a new real estate agent to work with, I understood and didn't want things to be weird between us. She told me that things would not be weird, but then asked me if I was willing to give her a chance and date her, since she really enjoyed the night. I told her that I was not interested in doing so and that I wanted to proceed forward as friends. She began to cry and said it was upsetting that I wasn't willing to give her a chance, but eventually said she understood and that we could proceed forward with working together.

Over the course of a few days, we looked at multiple properties and eventually, Laura settled on two properties that piqued her interest. One property was 19777 N 76th St, Apt. 2228 and the second was 7609 N Lynn Oaks Dr. We ended up writing up offers for both properties, however, Laura would not keep things professional between us. She kept asking to go on a date and for me to give her a chance with dating, to which I said that I had no interest. This led to her becoming upset again and stating that she didn't feel that she would be able to work with me if I wasn't willing to give her a chance. I told her that I respected her feelings and if that was the case, we should not work together. But once again, she said that she did not want to work with anyone else.

I began to question if Laura actually wanted to buy real estate, or if she was really just trying to spend more time around me. No matter how many times I asked to keep things professional, she would not do so and continued to say that it would be hard to work together if I weren't willing to give her a chance and date her. Eventually, my gut told me that I needed to back out of representing her and refer her to someone else. So, I told her I was no longer going to be representing her. She panicked and asked “What about the current deals that we sent over?”, to which I replied by telling her to find another agent and tell him/her the terms of the deal that she wanted to make. She said that she wouldn't do that because she only wanted to work with me, but I once again confirmed that I would no longer be representing her. I sent her a list of names via Google of other agents and told her to reach out to them and also mentioned that I could put her into contact with someone from my real estate team.

She then sent an email to my broker, Cathy Swann and said that I had violated my responsibilities as an agent and that she either wanted me to be punished for my behavior, or I could continue to work with her and she wouldn't ask for punishment to be divvied out to me. I told Cathy that I was not willing to work with her, so Cathy relayed to Laura that I would not be interacting with her further. Cathy also said that she would be happy to put her in contact with another agent to close on the two deals that we had written offers for. Laura declined and then sent me a message stating that she was pregnant.

As I stated before, Laura and I never had sexual intercourse, so her claim is ridiculous in nature. For the last half year, Laura has harassed me via email and text messaging about me being the father to her unborn children. I told Laura that I would take a prenatal paternity test, however, she placed a stipulation

on it that she would only take the test if I were to “date her with intention” for a couple of weeks. She would not take the test under any other circumstance. I declined and this is where we stand today. Laura continues to harass me with messages and now this filing of a complaint. She will not provide me with visitation documentation of the ultrasounds that she claims she has had done, nor will she let me speak to any of the medical providers that have seen her and administered the ultrasounds. The only “proof” she has given me is a positive pregnancy test, but there’s no telling if she got pregnant by somebody else, or if she’s even pregnant to begin with. As I have said, she will not allow me to speak to any of the doctors that have seen her.

Why am I telling you all of this? Simply because Laura Owens has an obsession with me and the emails and text messages prove that. I spent time on Reality TV as the former lead of Season 26 of ABC’s The Bachelor and unfortunately, am subjected to obsessive individuals and false claims constantly. It is just the nature of being a “celebrity”, which I don’t consider myself, but I am by some people’s standards. Laura is doing whatever she can to keep communication between her and me going. Since I have blocked her on all social media, email and text and no longer am reading or responding to her messages, she has now resorted to reaching out to you all, as she knows the “pregnancy stint” has run its course and she now needs to focus on a new tactic.

I am sure that Laura mentioned to you all that I had violated my duties and cost her millions in dollars of real estate transactions. However, she never had any real intention of actually following through with those deals and attached below is proof of this (**SEE BELOW**). Our offer on 7609 N Lynn Oaks was accepted by the seller and seller’s agent, John Izzo. I told John (via a phone call) that I was no longer representing Laura and also informed him that she said she would not allow any other agents to represent her. He said that he would be willing to represent her and stated he would give her a phone call. Upon us ending the phone call, I then texted him to confirm transfer of responsibility of representation. He texted me the next day stating that she “bailed” on the deal. This confirmed what I had known all along, which was that Laura never had any intention of buying real estate. The ball was in her court to move forward with the deal, as she was first in position to go under contract on the home and yet, she backed out. She just used that initial introductory line on LinkedIn to get closer to me.

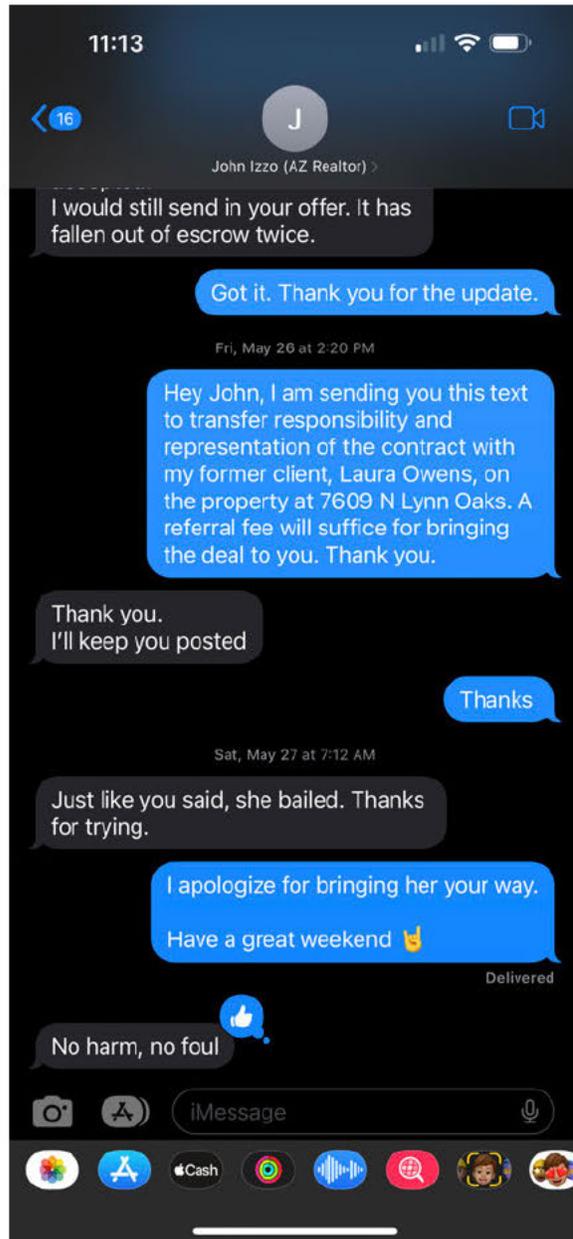
You are welcome to look through all of the documentation that I have sent over (in the Google Drive Link below). It’s a lot, but I have captured all of it, as I plan on suing her for defamation of character and emotional damage. I have been documenting everything she continues to send to build up more of a case for when I decide to take action. For your all’s purposes, I tried to keep it concise and just have you reference the image below and document that I bolded above (**Laura Owens Transcript**), as those pertain directly to the real estate transactions. Everything else deals with her claiming she’s pregnant and I doubt is important for your investigation. It will, however, showcase her mental state and I think that’s important to note because I picked up on it early and is why I told her I could not represent her further. I have provided everything I have to show why it was not in anyone’s best interest that I represent her, nor continue to communicate with her. She currently is threatening to go public to defame me, as you can see by the “LO EMAIL 09/06” folder within the drive link. I receive 5 emails a day on average from her, even though I never respond. As I said before, this has gone on for over half a year now.

If you do decide to read all of the messages, make sure you read them in chronological order and read all of it (as full context is needed in order to make any judgment). The reason I say this is because in Laura’s most recent messages, she is blatantly lying about me not being willing to take a prenatal paternity test. I said I would take one at any point, but that I would not do it if her stipulation of us having to “date exclusively for a week or two” was involved. She never agreed to my request and continued to say that her stipulation was the only way that she would schedule the test. But once I went back to not responding to her messages, she started saying she would do it with no stipulations. I then responded “Ok, let’s schedule it”, to which she went right back to adding in her stipulation. I highlight this so that you can see how she is gaslighting me and those that she reaches out to. To reiterate, I do not believe I am the father, but have been trying to take the prenatal paternity test, as that will effectively end this all. She knows this too, which is why she, ultimately, has been objecting to taking one.

The Google Drive file was too large to submit via your website, so here is a Google Drive link of the folder that you can access:

Google Drive Link: [REDACTED]

If you have any further questions, feel free to reach out to me via my cell at [REDACTED] or my email at [REDACTED]. I am happy to come in and speak in-person, or whatever you all need from me. I would just like to move on from all of this, as it has been a very mentally-taxing last half year.



Text Transcript Between Laura Owens and Clayton Echard

***messages from Laura are in bold font**
*messages from Clayton are in regular font

- First Interaction: LinkedIn - 7:20am, May 17th

Hi, I'm looking to connect with similar minded young entrepreneurs in Scottsdale. I see that you work for the Zabak Group and I actually contacted them recently. They were going to connect me with someone who could help me find investment properties, but haven't yet. Let me know if you can help!

Hey Laura! I'm all for building connections with good people in Scottsdale, especially since I'm relatively new here. I'm starting to lean into the investment side of things as of lately, so I'd be happy to talk further with you and see how I can help. Shoot me a text at [REDACTED]. If it works for you, I'd love to meet in-person to talk more.

- Conversation begins via text on May 17th at 7:52am

Hi Clayton, it's Laura Owens from LinkedIn. Super eager to get started investing and already connected with a hard money lender who will fund 85% LTV once I find the right properties. I'm especially interested in 85254 if you know of anything!

Hey Laura! If you can, please send back over to me the following information. This will help me get a much better idea of what it is you're after!

Home Specifications

Preferred Location(s):

Price Range (Min/Max):

Dwelling Type (Single-Family, Townhouse, Loft, etc.):

#Beds (Min/Max):

#Baths (Min/Max):

Square Footage (Min/Max):

Interior Home Design (ie modern, rustic, etc.):

Special Features (ie pool, enclosed garage, casita, fully furnished, etc.):

Preferred location: Scottsdale only, prefer 85254 or 85253 for investments. Also looking for an owner-occupied property for me, which I would want at the Optima Kierland or Landmark, but might consider Optima Camelview.

Price range (min/max): around \$750,000, but hope to raise my budget as I continue on my investment journey

Dwelling type: any

Beds: no min/max for investments, but for the Optima, I am fine with just one bedroom or even a studio

Square footage: any

Interior home design: any

Special features: for investments, I don't have any strict requirements, although I would love a casita if it were permitted that could be rented in addition to the house.

Ok, so with the investment property, are you looking for an AirBnB? Long-term rental? A fix and flipper? Or just anything that will get you a particular return?

And as for the property for yourself, what are the specifications you are looking for in those complexes (as far as square footage, bed/bath, price point)? I actually live in the Optima Sonoran Village location, but was looking at Camelview and Kierland not too long ago! Love all the amenities.

Anything that will get me a return. Initially, I just wanted to do Airbnb's for cash flow, but I'm liking the idea of really anything that makes good money 😊. And as for the property for myself, staying under \$750k as well and the cheaper the better since I'd rather spend money on more investments than getting myself a giant place. Optima just seems amazing! I have a friend who lives there and I fell in love with it when I went to visit her. I didn't know there was Optima Sonoran Village, but I'd be interested in any of the Optimas! I really care more about the amenities they offer than the location, haha.

(Audio Message - paraphrased): Hey, so I figured I'd just send you an audio message since it'll be easier than to type it out. So, for the Airbnbs, I'm actually trying to do the same thing myself. And I've been looking the last month and half to two months. And what you'll find with Airbnbs is they're overpriced, just because there are individuals that are buying these properties and trying to fix them quickly, so they're trying to up-charge you. I'm looking to flip a \$400k home and put \$80k into it and then sell it. But if you're looking to make money right away with a home that is already ready to go, then I know properties that are making \$95k in revenue per year. The Optima at Sonoran Village is rent only. Just so I can make sure, are you saying you have \$750k for your personal property and \$750k for an investment property? Or are you saying you have \$750k total for both a personal and investment property?

It would be amazing to stay under \$750k for two spots, but I was thinking I would have to spend that on an investment for a SFR. I saw some Optima spots in the \$500-\$600k range that I am interested in seeing. Also saw one or two that did seller financing which could be interesting. I'm super interested in Pace Morby/creative finance and would love to check out any possible sub to deals too.

I agree with you about the turnkey Airbnb spots...definitely seem overpriced from what I've seen. If I could find something cheap and put some money into it so that it could be a revenue producing rental or a good clip, that works too. Sorry for the super vague criteria for the investment properties...I just figure if I'm not using the property, I don't care what kind it is as long as it generates money!

(Audio Message - paraphrased): I hear everything you're wanting to do. A few weeks ago, I was in your exact position, looking for a property for myself and one to rent to others. It would be good to know, which one are you trying to prioritize first? I would be happy to help you out. I can get you into the Optima units to look at them if that's priority #1, or we can look at investment properties. I think that's a good place to start instead of doing both at once. Once you get under contract with one, then you'll be able to see what type of financing you're doing. From there, you can see how much money you have left over. Let me know which one you are prioritizing. Once you make that first deal, that sets the tone for what you can do for the second property. You could potentially pull out a HELOC. I'm not fully certain on creative deals and the specifics, but if we start with one, I can begin to look into that further.

It's hard to pick which is the biggest priority since I want and have been searching for both. I have to think about that I guess, haha

Well I won't make you pick now then 😊. What we could do is check out one of the units you mentioned at the Optima that you're looking at. And then grab lunch before or after and talk further. It would be good just for us to meet in general!

You had me at Optima 😂😂. Agreed!

Perfect! Do you have a specific unit you are wanting to look at? Or multiple? If not, I can send over every unit available under \$750k right now and you can choose what ones you want to see.

None in particular, just whatever seems like a good deal. There had been one at Camelview that was \$499k a few days ago that needed drywall and flooring that I thought could be interesting to fix up, but I can't find it. It actually looks like there are several at that Optima under \$650k so maybe those? And I saw one at \$709k at Kierland that I would like to see if that works

Ok, I'll look into it! What's a good email to send over the results to?

Also, you're cool with the HOAs of the Optima? They're fairly high \$700+/month range

Yep, but it seems like you get a lot of good with that. If you could send them to [REDACTED] I would really appreciate it!

Yeah, I think so, but I like to mention it because it deters some individuals. Sending over properties now. Let me know if any pique your interest.

It sent from my iCloud email ([REDACTED]) so check all inboxes if you don't see it in your primary folder.

Ok perfect, checking now.

The three in the \$700s at Kierland look fairly similar. Would love to check out 309 and 416 if possible. I'd also love to see 7167 E Rancho Vista #3003 and 7117 E Rancho Vista #4008.

Ok, and would you prefer to see them all in one day? Also, do you have a day that works best for you?

Doesn't matter to me if we see them in one day or two. I just want to see a couple units in each to compare. I'm out of town tomorrow thru Saturday, but am around Sunday and next week too. Later in the day works best for me but I can be flexible. What's your schedule like?

How about next Tuesday. My schedule is wide open after 2pm. Could you start seeing homes around 3 or so? I can push it to later as well. To see 4 homes will take about 2 hours max if I had to guess.

Also could do Monday any time from 2-7pm

Tuesday works for me!

I found the one I mentioned that had the drywall issue!! It's #3003, which was \$545k on the link you sent, but it says \$499k here (<https://redf.in/ym3Ojd>). Did they decide to raise the price?! How dare they 😂

Trust the link I sent! All the listings I send you are coming from a database (MLS) that is the most accurate. Third party websites such as Redfin get all their data from the MLS, but are more likely to have errors.

If you can, just give me a start time on Tuesday for showings and then I'll set the schedule and send it over to you!

Also, I know you mentioned getting a hard money loan for an investment property, but would you go conventional for a primary residence? And have you obtained a prequalification letter?

I just wish the price hadn't gone up, but maybe they did the renovations listed.

Is 4 too late to start? If it is, I can try to move something around to do 3. Wish we could do lunch before but I'll be working. What about a drink after?

I wouldn't necessarily go conventional, but I'm talking to my lender later today and will discuss getting a prequal letter if I do. I know the units +/- \$600k will DSCR and I might do it that instead since I might consider renting out my "primary" down the line if I find an investment I'd rather move into. I know Optima has a six month minimum for that. I'm self employed and might do a non-QM loan that would have similar rates to the DSCR, so I want to do whatever is easiest.

(Audio Message - Paraphrased): Looking at the MLS, #3003, I don't see that it ever was at \$499k. The MLS is the most accurate, so I'm not sure what happened. I'm going to look into each Optima location and make sure we can schedule all the locations around 4pm. We can try and grab a drink afterwards. I don't have anything Tuesday evening. Actually, now that I say that, I may have something I have to hop on...I'll look into it. I know about the DCSR. I am self-employed as well so I was going through the same process/similar boat. I'll get back to you on scheduling the showings.

Ok, looks like all 4 places can accommodate evening showing times up until 8pm. So if we start at 4, timing won't be an issue. Do you want to see the properties in Kierland first or Old Town? If one is closer to your work, then I would assume you may want to start there.

Kierland is closer. I can't play the voice message for some reason, so you mind texting what you said? Sorry!

I was just talking about how I am in a very similar position to you with the non-QM and DSCR loan options!

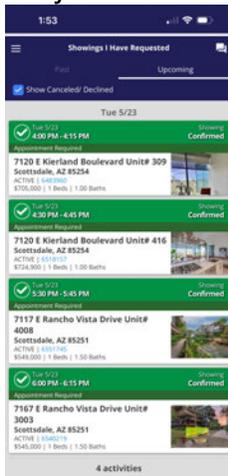
Ok, I'll schedule them starting at 4pm in Kierland. I'll send over the schedule once I receive confirmation on them all.

Thanks!

You're welcome!

Just got the message to play! Yes, definitely sounds like we are in the same boat with our investment journey, haha

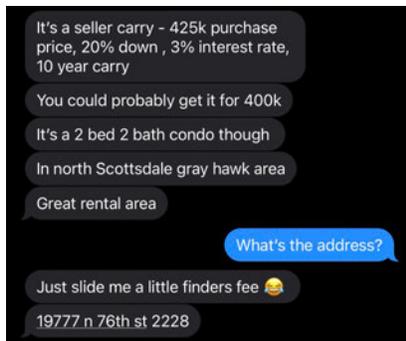
Clayton Echard:



All showings are confirmed for Tuesday! I'll meet you at the Kierland Optima in the visitor parking section

Thank you so much! Is it possible to also see 19777 N 76th Street Unit #2228 at some point next week? Seller may carry at 3% and looks like it could be an awesome investment....I could jump on that immediately! Looks like a no brainer.

Could you please ask them what they would want down?



Clayton Echard:

How funny...I had an agent on my team just text me this an hour ago. She knows I want an investment property, so she sent it over

But I'm not interested in it, so don't worry, I wouldn't be competing against you!

Maybe: Laura Owens:

Hahaha!! You found it first, you sure you're not interested? I can totally pass on it and look for another!

Clayton Echard:

No, we can go see it for you! I'm wanting an investment property in the old town area.

Can you talk on the phone? Just wanted to touch base on that property

Maybe: Laura Owens:

I can in an hour or so if that works, just got to San Juan Capistrano for a horse show but will be done in a bit

Clayton Echard:

Ok, no worries. I suppose I can just text it in here...

I was thinking with this particular property, the fact that you sent it to me and the fact that one of my coworkers did too, it may be being viewed by many people and could be a "hot" home. So, if you really want it, I would suggest going to see it sooner than later. It could be under contract by next week. I know you said you're OOT this weekend, but if you could go see it today, it might be the best approach. That is, if you think it's a "no brainer" and LOVE the property. If you just LIKE it and are ok with it possibly being sold to someone else, then we can put in a request to see it next week and see if it makes it until then. Up to you!

Maybe: Laura Owens:

I would love to, but just got to CA. I'm back Saturday evening, maybe we could see it later in the day Sunday? I have plans in the AM

I also want a spot in old town, haha

Clayton Echard:

Ok, could you do around 5-6pm on Sunday?

Maybe: Laura Owens:

Yep I can

Do you think I should figure out how to put something together before then if it's that hot? I don't really care what it looks like if it will cash flow

Clayton Echard:

As in, put together an offer? I can do that for you. Just to confirm, you aren't currently working with any other agents, correct?

Maybe: Laura Owens:

Yeah, as in try to put together an offer before but if I can't by then or want to think on it, I would like to still see it Sunday. I would be curious if they would accept less down or if they would extend the 10 year loan.

Nope, I'm not working with another agent.

Clayton Echard:

What terms would you like to see? I can call the agent and see if they'd be willing to do it.

As in, what % down do you want to pay and how long would you want the loan terms to be?

Maybe: Laura Owens:

The smallest amount down possible and the longest loan they will do. Do you think it's turnkey or will it need work before I can rent it out?

(Audio Message - Paraphrased): Ok so I talked with the agent and this is what he told me. They've had around 6 offers already and many have wanted to do less down. \$450k with 10%, which they have rejected. The seller needs the cash from this property, so 10% down is not enough. Agent said seller is trying to get \$70k - \$100k from this deal to put down. I did the math and that is around 16% down. So, I think you could offer 17%. Seller may consider 13-15 seller carry, with balloon payment at end. It is turnkey, but there is an interim occupant currently. No major repairs needed.

Maybe: Laura Owens:

Will he do a seller carry back and hold second? If he will do that, I have a lender to fund the 17%, but he wants first position.

Clayton Echard:

Let me ask

Maybe: Laura Owens:

Thank you!!! Let's do this!

Clayton Echard:

And you would be offering at list (\$425k), correct?

(Audio Message - Paraphrased): Talked to the agent again, he highly doubt that the seller would take that. If you were to foreclose, then he would lose the home to your lender, which is a lot of risk. I don't think he'll even bring that offer to the seller. Sounds like a no-go from what I'm gathering.

Maybe: Laura Owens:

Shoot, I had that all ready to go. I'll see if I can convince the lender to take second.

I think I will be able to get it done, just wish I was able to see it before!

Clayton Echard:

Well I could walk through the property tomorrow and FaceTime call you as I walk through it?

But I would see if your lender will take second because truthfully, I don't see the seller taking second no matter what else we offer.

Maybe: Laura Owens:

We could do that or I could possibly see it later on Saturday when I get back. I just don't want to lose the deal.

Clayton Echard:

No open houses for this weekend on it. Plus, with an occupant in the home that limits showings. All that plays in your favor for reducing the possibility of another offer.

(Audio Message - Paraphrased): Well so right now, apparently there's no deal that is pending. There are 6 offers that came in. There will probably be more to come in. They've all been rejected so far, but 2 are cooperating and may come up to 20%. Approaching 19 DOM, there's 6 offers and with the weekend, there may be an open house, which would bring more potential buyers and potential offers. If you can do Saturday, let me know what time you get back. I can do Saturday if you can.

Maybe: Laura Owens:

Been talking to several lenders and I think I will be able to pull something together. Would the tenant want to stay in place?

Sorry for so many questions and being all over the map! I really appreciate your patience and hard work.

I sent all the data, comps, and projections to the lenders and they think it's a great deal so I hope it works out

Clayton Echard:

It's a family friend that is currently staying in the unit and they are paying "very low rent". So not sure you'd want them in!

Maybe: Laura Owens:

**Ohhhhh okay, that's gonna be a no-go!
Thanks for checking! That would have been too easy, haha**

Clayton Echard:

Right, we can't get THAT lucky!

Maybe: Laura Owens:

I'm trying to secure a second for 17% LTV with the seller carrying 83%, correct? And if we offer asking maybe we can have an edge.

Clayton Echard:

Potentially. He wants 20% down from the buyer...the agent just slipped in the comment that "he wants at least \$70k from the deal to put on the other property he's buying." So the closer we are to 20%, the more enticing it is. But offering at asking will give us an edge as of now with that % down.

Maybe: Laura Owens:

Hoping/thinking I can get something done today. I am talking to two of the private lenders I know if they could come to 20% or as close as possible so we could offer that and then also his asking...but maybe see if we could negotiate on the length of his seller finance even beyond the 13-15 years you mentioned he might do.

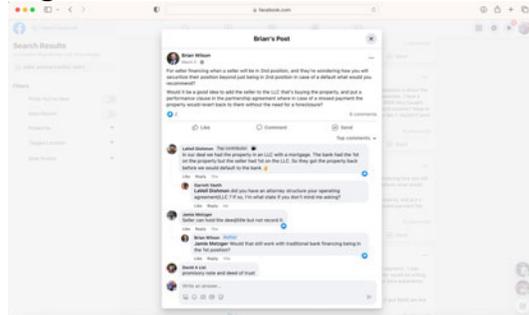
Clayton Echard:

I think he would consider a longer carry! He wants the money upfront now is what I'm gathering more than anything. Keep me updated!

Maybe: Laura Owens:

Are you 100% sure the seller won't carry in second position if I structured it like this and put him on my LLC as security? If he will take second, I can get the deal done today at asking and he would be able to get \$70-80k or whatever he needs.

Been talking to several lenders and I think I will be able to pull something together. Would the tenant want to stay in place?



Maybe: Laura Owens:

Or he could just get a lender's title insurance policy:

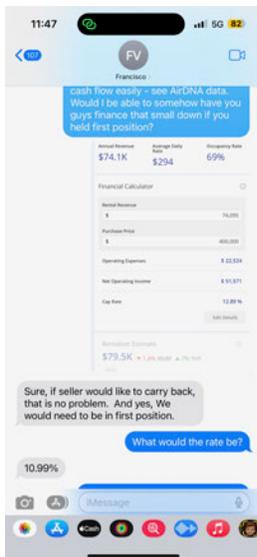
<https://www.clta.org/page/Reporter9>

Clayton Echard:

Can you send me your lender's contact info? Just have a few questions I'd like to ask.

Maybe: Laura Owens:

Absolutely. I have a few that I am talking to, but I was referred to this guy by a wholesaler a few weeks ago and was told he is fast and great to work with. He's been really nice so far.



This is what he said yesterday

Clayton Echard:

Thank you. I'm going to make a couple of calls and will get back to you.

Maybe: Laura Owens:

Thanks

Clayton Echard:

Just spoke to the private lender. Are you aware that they only do 6 month to 1 year long contracts? So they could provide you with the 20% down (\$80k) at a 10.99% interest, but at a year, they would expect you to pay that \$80k back or refinance. Do you have a plan in place after that year?

This is all good info for me to know so I can inform the seller's agent of the plan.

Maybe: Laura Owens:

Yep, I knew that

There's also a lady named Corey Dutton who said she could do it but would want to make sure the seller's terms would be a good fit.

Clayton Echard:

Would she finance for the full 10 years? Or just a year as well?

Maybe: Laura Owens:

Not sure, but I presume it would be a bridge since it's hard money. My long term plan would be to refi that ASAP. I just want a bridge so I can get in.

Clayton Echard:

Ok. Can you hop on the phone today? I want to confirm the game plan and make sure we're all on the same page so I can present a good, clean creative offer to the seller's agent.

Maybe: Laura Owens:

For sure. I'm competing at the horse show for the next couple of hours but can later this afternoon if that works.

I'm going to forward you what Corey said too. I asked if you could call her and haven't heard back but I'm sure you can. It will be coming from my work email ([REDACTED])

Clayton Echard:

Yes, call me when you're able to.

He told me he would let me know if a deal comes in they they're seriously considering. He's calling the tenant now to see when we can come see it Sunday and he said he would be willing to meet us. So, I think a good conversation between us three could be highly impactful. He mentioned how the seller doesn't want to take 2nd position at all. And apparently they've had 40 or so creative deals come in already on it and most have backed out. So, the seller is starting to be weary of investors. We just need to instill confidence back in him.

At the end of the day, the seller wants to be protected in the event of a default. So as long as we can show him his money is safe, I think we can get this done!

Maybe: Laura Owens:

But he won't do second at all? 😞

Clayton Echard:

That's what he's saying now, but if we can protect his money through a title insurance plan or through taking a position in your LLC, then maybe he'll consider.

Maybe: Laura Owens:

Ok, I bet we can convince him.

Thanks for working so hard on this! I really appreciate it!

Clayton Echard:

I think we may be able to as well with the right wording! And maybe we just need to take him down to Casa Amigos! 😂

Maybe: Laura Owens:

And drink enough to get him to like us but not so much that we puke on him



In all honesty though I had a great time talking to you and would actually love to get a drink with you next week if you want to

Clayton Echard:

We need him to puke so that then we have blackmail over him!

Yeah, we can do that! I won't be able to Tuesday after showings because it's my brother's birthday. So, I'm taking him out to dinner that night. But we could find another day in the week!

Maybe: Laura Owens:

Hahahaha, both of us need to! Just give us four drinks and we're good to 🤢.



Omg, let's move the showings! Spend time with your brother!! We can do another day!

Clayton Echard:

Well as long as we help limit one another, we'll be good!

No, it's all good! I wasn't going to spend the whole day with him. We'll have plenty of time to get dinner after the showings! Plus, we got all 4 showings to approve around the same time, so we should definitely take advantage of that!

Maybe: Laura Owens:

Hahaha, you would need to limit me to three 😂

Okay, well I'll look fast. I also found another potential investment/seller finance deal that I like and it would be awesome to do multiple. I want a portfolio!

Also...I know you were The Bachelor, but I don't watch the show (sorry) and truly know nothing about you, so I'd genuinely like to organically get to know you since we seem to have a ton in common. I've gone on one date in one year and have never been bold enough to ask a guy out but I would love to go on a date with you so let me know when works. Next week is wide open for me.

Clayton Echard:

I can't promise anything!

Love that you're wanting to go full steam ahead. Have to move quickly in this market and in the real estate game in general these days!

I'm all for getting a drink! I will say, I'm happy with being single and am not technically looking to settle down. But, I'll never pass up good conversation!

I suppose you never know what can happen with one convo

Maybe: Laura Owens:

Yup, I have a list going of spots I want to check out. Found a SFR that I think is interesting in 85254 and I would like to know what the terms are on it.

And I really apologize for being so forward! I'm super embarrassed and obviously didn't want to make you uncomfortable. I don't want you to feel obligated so don't feel like you have to do it.

Yup, I have a list going of spots I want to check out. Found a SFR that I think is interesting in 85254 and I would like to know what the terms are on it.

And I really apologize for being so forward! I'm super embarrassed and obviously didn't want to make you uncomfortable. I don't want you to feel obligated so don't feel like you have to do it.

Clayton Echard:

Don't be embarrassed at all! It didn't bother me one bit. I respect you being forward. I like people like that. Just wanted to let you know where I'm at because I don't want to waste anyone's time.

Let's check them out when you're able to. Happy to help however I can!

Maybe: Laura Owens:

Ive had my eye on it for a while: 7609 N Lynn Oaks Drive. Thought it was 85254, but it's 85258, which still seems like a good zip. Price cut AND seller will carry back, so it seems like they would allow a lender to come into first. I would really appreciate it if you could get find out the seller financing terms they are offering!

I'm not looking to jump into anything seriously quickly either and always let things develop organically. I was just saying I would be open to grabbing a drink and seeing if there's anything there beyond business since we seem to have a lot in common. With that being said, if you're up for getting a drink this week, great. If not, I'm feel embarrassed and wouldn't be offended if you wanted another agent at your firm to help me with deals beyond the one we are working on.

Clayton Echard:

Ok, I'll take a look into it today when I'm at my open house showing!

I'm totally up for grabbing a drink. Seriously, I'm not bothered at all!

Maybe: Laura Owens:

I would really appreciate it if you would ask about seller finance terms and feel out where the owners are at with price since they just dropped it. Is it in a good area for rentals?

Also, did you find out when the owner or agent wants to talk to us tomorrow about the seller finance stuff?

Everyone's favorite response when they ask someone out: "I'm not bothered at all!" 😂😂 but good. I look forward to it.

(Audio Message - Paraphrased): Yeah, I'll take a look into it and let you know the terms once I figure it out. I talked with the agent of the house that we're seeing tomorrow and he said they won't do second position. I was going to say, if there was a way he could protect his investment...you're not going to default and are good on your end. I think we need to prove to the sellers that you're good on your end. They could take a position in your LLC so if you default, you could prove that you have funds they could capture. I don't know if you want to take that position yourself, but it would instill confidence in them. That's a pretty easy sell and we can show the numbers that she does have the funds. Let me know your thoughts on that. It puts more risk on your end, but if you're confident that you won't default, then it'll show the sellers that you're serious and they'll be more comfortable with taking second position.

Sorry I missed your call, on a horse and can't hold my phone to my ear or use earbuds while I'm riding at the show or I get eliminated, haha. Can you text?

(Audio Message - Paraphrased): It's all good. I can send you this voice message. I just about 7609 Lynn Oaks drive and here are the terms: seller carry 5-7 years, 4% interest rate, 10% down minimum, will not take 2nd position at all. Not willing to take a position in your LLC. Reason the price dropped was because a buyer backed out at the last second after changing terms. Have more than a few offers at list currently. Used as a long-term rental, tenants were paying \$4500 a month. Furniture currently in there that she would sell for \$5k. We would have to take 2nd position and seller would take 1st to get a deal done.

Maybe: Laura Owens:

Just got done and listened. My two established LLC's are co-owned by me and my mom, so I doubt she wouldn't want him added to those, but I could have that conversation with her if needed, but I think there's an easier way.

I just started a real estate LLC a couple weeks ago so I wouldn't have to co-mingle my real property with the assets we have together. My thought was I would put the house into that LLC and add him on that so that if I defaulted (which 1000000% would never happen), he would have gotten the benefit of all my payments AND would own the house again.

Clayton Echard:

And the private lender would have no issue with that, correct? I imagine they wouldn't, but just asking because I haven't done what you're suggesting yet, so I'm curious!

^would you be ok with me taking a screenshot of that message and sending to the listing agent? Or do you want to think it through more before tossing it out there?

Maybe: Laura Owens:

Of course, send it over. Nope, I actually learned about doing that from a private money lender.

I can explain it more tomorrow to the lender if that would help. If I were him, I would prefer that since it would provide more assurance than adding him to my other LLC's, where for all he knows the balance is \$300k one day and I empty it all out the next. At least if he was on the LLC I bought the house in, he would have long term assurance.

I would want him off of it as soon as I was done with the 17-20% private money lender. Then he would go back to being "the bank" just for the 80-83% I would owe that he originally offered as seller finance terms.

Would it be helpful if I tried to get a contract/agreement together to show the agent tomorrow?

Clayton Echard:

Can you see the property at noon tomorrow?

(Audio Message - Paraphrased): We can see that property tomorrow. He's going to talk to the tenant to see when we can go. He won't meet with us. He said he's busy...maybe he is. He's hesitant...too risky to do the LLC situation. No skin in the game from your end. They're hesitant but at least if we see it and like it, we can show we're serious by at least seeing it. I'll get back to you with times when he gets back to me.

(2nd Audio Message - Paraphrased): If we see it tomorrow and like it, we can write up a contract...what you're trying to do I haven't done specifically. If you want to write a descriptive agreement, I don't think it will hurt. I have an inkling that he hasn't done this deal and neither have I. I see where you're coming from and I think we can protect everybody. I think the agent just needs to be more receptive and he doesn't quite understand what we're trying to do.

Maybe: Laura Owens:

Yep, that works for me but I feel bad making you go if you have friends in town. I can go on my own if they'll let me? I'm bummed we can't meet with the agent to tag team him on this. I still have a couple of lenders mulling around going into second.

If we end up needing to do it super creatively, I know exactly how I want to do that. Even though I haven't done it with houses, I've done 40 show horse "flips" between \$50k-\$175k and I have structured deals creatively as both a buyer and a seller.

I think it's a good enough deal that I want to make an offer.

Clayton Echard:

I'm not meeting them until 5pm, so no worries!

You want to write up an offer now? Or go see it tomorrow, then write it up?

Maybe: Laura Owens:

What do you think is best? I know I'm going to want to, but I don't know if I need to figure out how to structure it before you do.

Clayton Echard:

Well I think the seller wants us to see it so that they take us more seriously. "Sight unseen" worries some sellers

Maybe: Laura Owens:

Okay. Then let's see it first but can you be ready to go with an offer tomorrow if we're like it?

We*

Clayton Echard:

Yep, I'll write up the offer and get it over by the end of tomorrow if you want to!

Maybe: Laura Owens:

Okay! What do you need from me to write up the offer?

FYI, I think there's a good chance I have someone for second position on the condo AND the house you checked in on that I would need to put 10% down on. I'll know by tonight.

Also...non-real estate drink Wednesday or Thursday?

Clayton Echard:

Just what exact terms you're offering. Offer price, % down, duration ask for seller carry. Also, whether you're offering a stake in your LLC, Title Insurance, etc.

Ok, well with second position, this could really open us up to deals!

Let's do Thursday!

Maybe: Laura Owens:

What do you think will be the max he would allow for the duration of seller carry? I don't want to offend him by asking for too much.

YES! 💰

And YES! 😊

Clayton Echard:

Maybe 15....that's an easier ask though. Can't see them being. At the end of the day, you can't let your feelings get in the way in this RE game!

Great and great! 😊 Now, I just need to pull myself out of my bed. I am wiped from today and laid down to take a nap...so I'm so comfy right now

Maybe: Laura Owens:

Ok, then 15! And yes...need to put my big girl pants on for REI if I want to build a portfolio. Also, I know I'm getting to be able to get someone who will do second. I love a good challenge!

And being in bed sounds so nice right now! I'd find it hard to get up too. I just got home and can't wait to get out of riding clothes and into comfy clothes! What'd you do today?

Clayton Echard:

Manifest it!!

I got out of bed thankfully! May have another showing tomorrow. It's all picking up quickly!

I worked out this morning, sat an open house for a few hours, did a photo shoot for a mental health event and went out to lunch with my cousins. I may go get a standing mirror and some patio furniture now.

What's on your agenda for the rest of the day?

Maybe: Laura Owens:

I'm going to make it happen! Watch me!

That's amazing! Congrats! I may be keeping you busy with how many I want to buy 😂. You need to get your first investment! Was thinking more about your construction/new build strategy and I love it! Sounds like a challenge with a big payout.

Sounds like a very busy day! Do your cousins live here too? It's awesome that you're into mental health; I'm super passionate about that too. Would love to hear more about that!

So funny, I've been online shopping for a standing mirror the last couple days. Not much on the agenda: checking on the horses, taking a shower, and figuring out how to structure this deal. Super exciting Saturday night 🤔 you?

(Audio Message - Paraphrased): I have no doubt we're going to make it happen. I don't mind being busy. I'd rather be busy than have nothing to do. I'm going to IKEA now to get furniture for my place. The construction stuff is going to be awesome. Maybe we could get you into that if it makes sense with builder pricing. Sat a home today where the guy is going to flip a home for \$150-\$200k over build price. We'll keep working with that as time goes on. My cousins live in Miami and just came in for a wedding. I would need a few hours of your time to talk about mental health. We can talk about it during a drink. Sounds like you'll have a responsible night. I may go home and sit out on my balcony or I may go all out and party. It all depends on how IKEA goes.

Maybe: Laura Owens:

Good luck at IKEA! Hopefully I end up there soon buying furniture for a STR! I worked out this AM but thinking I'm gonna do a second now. Your getting out of bed motivated me to not be lazy. I'm obsessed with working out and you never have too many glute workouts in my opinion.

Clayton Echard:

I actually really like IKEA..well the shopping part. Not the assembly.

Ok, well now you're making me feel like I need to do another! 😂

Never can do too much glute work. I'm caked up myself 🤔

Maybe: Laura Owens:

Yes!!!! 100000%. Hate the assembly part. Might need some help. Looking good on the second...fingers and toes crossed.

Ehh, a night in Old Town sounds more fun than doing a booty band workout. I'm sure my butt beats yours. It was given a nickname in high school. 😂

Clayton Echard:

Crossing everything!!

What was the nickname?? I think you're severely underestimating me! I have a strong lower body

Maybe: Laura Owens:

It's more fun if you guess. Maybe you'll figure it out when you see me. I'm all for a good man's butt, but I win best 🍑. Trust me.

What did you decide to do for the rest of the night? I'm listening to a creative finance podcast...living it up! 😏

Clayton Echard:

We'll see!

Just eating pizza and assembling IKEA furniture! How's the podcast?

Maybe: Laura Owens:

Guess I'll need to throw in another lower body workout in the AM just to make sure I win. I'm a little competitive if you can't tell 🤪.

Ahhh, I had Domino's pizza AND their brownie/cookie combo. Not to toot my own horn, but didn't hold a candle to my desserts...I bake the best cookies ever.

The podcast is ridiculously motivating. Loving it. Also going back and forth with a few lenders. What'd you end up buying? No getting wild in Old Town tonight?!

Clayton Echard:

Hey, everyone benefits with another lower body workout! 🤪

What's your best kind of cookie?

Any luck on the lenders? I bought two outdoor balcony chairs and a standing mirror! Done with assembly so now I can just eat pizza and enjoy the edible I took!

Good luck at IKEA! Hopefully I end up there soon buying furniture for a STR!



Clayton Echard:

This is cruel to send at this time of night 🤪

Maybe: Laura Owens:

Oh is it? 😂

And I think my best is my specialty, which is chocolate with mint chips, although I make some mean M & M cookies. Hard to say.

Accomplishing an IKEA build + being outdoors in AZ = perfect night. And I'm still going back and forth with a few. It looks good but I don't want to jinx it. As a backup, I found a contract online for the same kind of deal I want to structure and I wanted to tweak it a bit. I was thinking he might be more comfortable if I had a real estate attorney draft something and I'm happy to do that. I will get this done.



Oh and whoopie pies! forgot about those.

Clayton Echard:

Yes, especially when I'm trying to focus! And now you're making me hungry for sweets too!

An attorney might help because the correct verbiage is everything, especially when it comes to creative terms.

Maybe: Laura Owens:

yeah and the way you described your lower body is a big turn off for me too...not 🤔. The edible sounds pretty fun too.

Yes! Plan A should be second lien so we don't involve the owner in this at all. If that doesn't work, then I will have an attorney draft something Monday morning to present to him. I'm worried that will be too late, but I know I can't get a lawyer beforehand and I honestly think I can do this without going through all that hassle.

Clayton Echard:

Just wanted you to know the truth!

Yeah, I like these head highs I get. Everything feels more sensitive.

I think if we establish tomorrow that we are serious with our interest, we can have a further convo with the seller's agent about how we'll be able to remove the seller's risk from it all.

Maybe: Laura Owens:

Now you have me wanting an edible! It's been a while since I've had one.

Ok, but just to confirm, we are definitely not going to be meeting the seller's agent? I feel like we could tag team him and give him a lot of confidence right off the bat.

Clayton Echard:

I got one for you whenever you want it!

Yeah, I don't think the agent is taking this seriously because he doesn't think the deal will work at all. He could meet, I just got the impression that he didn't want to. If we can lock-in a private lender taking 2nd position, we'd be golden!

Maybe: Laura Owens:

Yes please! Also, not sure if you're a cuddler, but all I can think about right now is snuggling and being a little spoon with my 🍑 against your...sorry if that's TMI

And that agent is ignorant and doesn't understand creative financing. He will after I'm done with him, hahaha. But yes, a second would be better for sure and I'm just trying to work on rates.

Clayton Echard:

I am! Just come cuddle now! 🤗

Teach everyone a lesson! You clearly know what you're talking about 🤞

Maybe: Laura Owens:

Cuddle + edible + a new investment

Clayton Echard:

Done deal

Maybe: Laura Owens:

I'm craving all of that asap 🤗

Clayton Echard:

Well just come now then! I'll be up for a while.

Maybe: Laura Owens:

Should I?

Clayton Echard:

Yeah!



Maybe: Laura Owens:

Fine

Clayton Echard:

Let me know what your ETA is!

Maybe: Laura Owens:

**I ordered a Lyft and he's 10 min away
You sure you'll still be up when I get there?**

Clayton Echard:

Yep! You'll be here in 10min? Or he gets to your place in 10min?

Maybe: Laura Owens:

He's here in 5 and then you are 10 away apparently

I'm sure you can get any girl to come sleep with you so let me be clear that I am NOT most girls and like I said, never watched the bachelor. So you're only getting me in bed to cuddle.

And I'm wearing what I was wearing to bed, not what I would wear on a date
fyi

Clayton Echard:

Ok, that's not too long!

Yeah, I respect you and whatever decisions you take.

Trust me, I won't be judging!

Maybe: Laura Owens:

This driver is so slow and has been a minute away for like five min. He's just pulling up

Clayton Echard:

All good!

Maybe: Laura Owens:

This complex is huge

Clayton Echard:

Yeah, so you'll get dropped off by visitor parking. There's a glass elevator with steps next to it that you'll take up to the upper level

Maybe: Laura Owens:

Walked past that. Going back now!

The Next Day

Maybe: Laura Owens:

There's a lender/mentor of mine who has an interesting strategy to do this with the seller holding first and then a 2nd/3rd behind that, so almost like a more conventional piggyback but with HM. I don't honestly understand it entirely, but he said it would provide the seller what he wants. He is going to make a call and get back to me on it. I also have several others who said they might be able to help with the second but that's the guy I like the most.

Like I said, I'm going to get a sample contract for the LLC option we talked about in case I don't get subordinate financing on time. Another option would be if he allowed me short term to keep him on the LLC with a guarantee that I would have a junior lien secured by the end of 1-3 months so he would know he wouldn't have to carry long term.

Once I secure good second lenders, I think we will be good buying up one SF property after another.

If we can't in time and I want to get an offer in, it seems like the seller and his agent's big concerns are, understandably, that they have no idea who I am. I think if they were told how I became interested in creative finance and gotten to know dozens of private money lenders, it could get the deal done. You don't know my story either or really anything about me and I think if you did, you could confidently advocate for me. In all honesty, though, it requires me being vulnerable and isn't the first thing I'd want to tell someone I have any interest in dating, like you. But if you think it is needed to get the deal done, let me know. I think it would involve alcohol and a 50/50 chance ugly crying 😂.

(Audio Message - Paraphrased): So I just talked with my broker and with creative deals, it all comes down to a good title company. He is sending me a rec. Title companies make or break a deal. We just need to get a purchase contract and put in additional terms of what we're wanting. If you like the home, we can sit in my car and we can type out the contract and terms there. We can make a phone call to the agent and talk with him...the biggest thing is if we can find a lender to take 2nd position. That's the biggest hangup with not being able to find one currently. The agent messaged me and asked me to tell him how it goes, so it seems like there's interest. I wanted to touch base with you, had a lot of thoughts racing through my mind. It'll be good to have a discussion to tell you what I have going on in my life. A lot of stress and anxiety. And good things too. I didn't have time this morning to talk with you and had to process some things. We'll have a good discussion here soon and get things rolling.

Can't play it back right now, can you text?

Clayton Echard:

It was a long message. But we can talk here soon at the house!

Maybe: Laura Owens:

Okay

Clayton Echard:

Gate code is [REDACTED]

When you get in the gate, go to your right and drive back toward the back. I'll sit in my car (white Volkswagen)...near the unit

It's in building 20

Maybe: Laura Owens:

Sounds good!

Clayton Echard:

Let me know if you have any trouble finding it

Maybe: Laura Owens:

**I'm in the parking lot
Think I turned too soon cause I'm at building 40**

Clayton Echard:

I'm not sure if they go in order. But I passed a pool and stayed on the right perimeter of the complex

Maybe: Laura Owens:

Ok, I'm at building 15 now so I think I went too far

Clayton Echard:

I'm going to drive back toward your direction so look for a white Volkswagen

Conversation was had in my car with Laura. During the conversation, I told her that I made a mistake by being intimate with her (in which she performed oral sex on me twice...no vaginal penetration occurred. This is important to note for later) and mixing work and pleasure. I shouldn't have done that and was beating myself up about it because I knew that I shouldn't have done so, but being under the influence of marijuana made me have poor judgment. I reiterated that there is no excuse, but that I felt I owed her an explanation and apology. She started crying in my car and said that it hurts that I don't want to explore a relationship further with her, but she understands where I'm coming from. She kept reiterating that even though she didn't go through exactly what I did, she understands me more than most people probably can and could help me out greatly by being a part of my life.

Maybe: Laura Owens:

I truly appreciate your opening up to me and am here for you 24/7 if you want someone to talk to you or to just listen.

Clayton Echard:

Thank you so much! I really do appreciate it.

Haven't heard back from the agent yet. Hoping to by end of the night

Maybe: Laura Owens:

(Sent a 4 page picture document of her story in Chicken Soup for the Soul, in which she documented a mentally abusive ex that treated her poorly on a plane and a girl overheard the conversation and passed her a note saying to get out of the relationship. She ended up taking her advice and ending the relationship.)

I know you don't know me well and I can't imagine what you are going through, but maybe this will help you understand why I feel like I can help you and be there for you as you learn to love yourself again. My story (not last year's

that I told you about) is the featured story for “Learning to Love Yourself” in the 30th Anniversary Edition of Chicken Soup for the Soul. It comes out in June, but here’s what I wrote.

Maybe: Laura Owens:

Got a private money lender. Done.

Sorry for all the texts. Spoke to him about Lynn Oaks as well and think we should write up an offer for that too.

Clayton Echard:

Kudos to you for sharing your story! I’m sure it will help many and it’s why I share my own...to help others.

So, just to confirm, this lender will take 2nd position? And what are his terms? 20% down payment on the one today and on Lynn Oaks? Does he have any other terms?

Maybe: Laura Owens:

Thanks. I just want you to know I do somewhat get what you’re struggling with in terms of loving yourself.

The terms are confusing but he will end up getting way more down than he wanted initially...like 200k. Same for Lynn Oaks. I am going to use a transaction coordinator. I have to explain it to you and it’s slightly confusing. He can provide proof of funds as well.

Clayton Echard:

Sadly many people feel that pain, but it is nice to know we’re not alone in it all.

Do you want to send a voice message in here to explain it? Or just hop on a call? I can then talk with the agent and explain to him before we write the contract up. I have a TC on my team that keeps everything in order, so if you want, we can just use them. Unless you are planning on using them for something very specific?

Maybe: Laura Owens:

It’s pretty specific but maybe your TC can handle it. I can see if the lender can talk to them about how to structure it.

I want both though and I know that Lynn Oaks will go fast if I don’t jump on it. The photos and location are enough to make me want it

We can connect after you’re done with your dinner. Don’t want to interrupt.

Clayton Echard:

Ok, let’s hop on a call here soon. I am home now

Maybe: Laura Owens:

I didn't think I was that upset during today's conversation but I have been really down ever since I got home. The real estate stuff is super exciting and a dream come true. I honestly didn't expect to like you as much as I did and I'm very sad that you pretty much closed the door on anything without allowing me the opportunity to try to help you through this since I definitely understand the general feeling of not loving yourself. I just wanted to maybe work towards something.

Clayton Echard:

I understand how you're feeling and am sorry that I put you in the position that I did. That is completely my fault. But, I do stand by just wanting to keep it friends between us. I need my space and singleness to find myself. I'm still open to having good conversations with people, but not romantically at the moment. It's what I need at this time to heal. Hopefully, you can understand.

If you want to move forward with the deals, let me know and we can jump on a call and structure an offer. If you'd rather go with someone else though, I totally get it and just want to reiterate that I wouldn't hold it against you.

Maybe: Laura Owens:

I spent an hour on the phone with the lender and it's an exciting, high emotion thing that I obviously want to do with your help.

I understand you need time to heal. I just don't know why you wouldn't consider working towards something with no expectations whatsoever.

I don't want to do the deals with someone else and I wouldn't have funding without your encouragement.

Clayton Echard:

It all is very exciting! That's why I love helping people buy and sell homes. It's so fun to see the pure joy when they acquire a property.

I just don't want to put the work in toward anything right now. Thinking about it gives me anxiety. I've taken on a lot so I'm just trying to focus on finding my balance and peace.

Maybe: Laura Owens:

Maybe with me it wouldn't be work. I understand you've tried lots of things before that haven't helped but you haven't given me the opportunity to help you. I may not get what it's like to be the Bachelor, but I know PTSD, anxiety, shame, etc. I found out about a month after I was raped/assaulted/left for dead that the entire incident was live-streamed on the dark web. Healing from that took a lot of hard work and I felt like no one understood me, which is what I'm sure you're dealing with. I can't imagine how much anxiety you are feeling with just a few of the things you told me you have been through, but I'm more empathetic than 99.99% of people you'll meet and would love to listen.

I'm sure you're thinking that working towards a relationship and seeing if there is a bond is work and another commitment for you but I'm not. More than anything, I'm looking for a best friend who I have emotional intimacy with and the physical is secondary. I truly have no expectations except to see if that naturally develops without your halting it. I'm just asking you to consider it.

Clayton Echard:

It pains me that you had to experience that. That's terrible that someone could be so cold and inhumane toward another person. I hope they live with that guilt for a whole lifetime.

I do hear you...but I'd just like to keep it friendly between us. I trust my gut and it's telling me to follow this path I'm keeping myself on. I've been doing really well mentally when I stay the course.

Maybe: Laura Owens:

Thank you, I appreciate that. I do too. It pains me that you won't even consider giving me a chance. Seems like you always could have been happier and maybe you just had the wrong people around. All I asked for was openness with no expectations from me.

Clayton Echard:

Maybe I could have, but I know I was supposed to live the exact life that I did. Everything in my life has purpose these days. So, if I feel a certain way, I trust it. I've never been able to fully trust in myself, so I'm very grateful I'm at this point. But now, in such a new and fragile position, I have to do what is best to protect myself from going backward. I'm making progress, so I don't want to jeopardize it now. I have to continue the course that has been set out for me.

Do you want to hop on a call to discuss lender terms to write up a contract? If not, we can do tomorrow. At this point in the night, very few agents are making deals/checking their inboxes

Maybe: Laura Owens:

Yeah and you've tried a lot of things but you haven't tried me who actually empathizes and has been in dark spots like you've been in and gotten through them. You won't even consider getting to see if there's anything there with no expectations or pressure from me? I would never suggest that if I thought I couldn't genuinely help you or that you could help me become better people.

And I don't care, whatever. I've been happy that I found a lender for literally anything (and as of 10 minutes ago, I have two) and should be really excited, but I'm not. I thought last night that it could be really fun to work towards maybe seeing each other and buy tons of properties, but now you're shutting a door and it's really hard for me to be excited.

What if you just honestly and openly gave it a week to be open to something maybe eventually happening with absolutely no expectations? Literally a week of your life. If you feel the same after a week, fine, be done, but I really want to experience the excitement of getting houses with you since you made it happen and get together with no pressure, but if something happens, it happens. And if after a week you want to continue, we see for another week.

I also have two options for the sellers. I can give much bigger down payments (like \$200k on the property we saw today vs. the \$80k he wants) and he can hold 30-40% of the remainder in second. Or he can just get the \$70k he wants and have a PML in second. His call. Same ideas for the second property.

Clayton Echard:

I'm sorry, Laura, but I just want to be friends. Please understand that I'm doing what I feel is best for me. It wouldn't make sense to force something against how I feel.

That's great on both of those lender options. I will run both by him tomorrow. Will keep you updated on what he says. I'm heading to bed. Goodnight!

Maybe: Laura Owens:

I'm wanting to buy and be on the hook for more than \$1.1 million in real estate because I trusted you and you don't believe in me enough to give me one week of your time and effort.

I'm really doubting myself at this point. I had been so sure of myself and now I just don't know. I asked you to open your heart to me for a week. Think about how that makes me feel and let me know in the morning.

That's about \$70k in commissions to someone who believes in me enough to not even think I'm worth a week of their time. I don't know why that's so hard for you but it's making me feel awful and really making me question my ability and worthiness.

Clayton Echard:

Laura, if anything, this should show you that I can't provide what it is you're looking for. See me for who I am, not what you think I can be. We often project the best version of what we think someone can be onto them, when the reality of what they've shown us does not match our projections. But this is a fallacy many fall victim to. The truth is, we just met and you don't know enough about me to know my character. But I'm telling you I have commitment issues. I'm telling you I don't have time for someone else. And I'm telling you I am not mentally stable enough to bring someone into my life. Please see the reality of the picture that I'm painting.

Prior to last night, we spoke about working together and getting you properties. And there was no expectation beyond that. I would like to go back to that place. If we cannot, I understand and will accept my actions and ramifications for what they are. Maybe it is best you go find another agent. Because the more we talk about it, the more I'm stressing out and I really can't subject myself to any more stress.

This has nothing to do with you not being “worth a week of my time”. This has everything to do with me protecting my mental health. That’s it. I don’t care about the money. I make enough and am happy with my finances. I know God has my back and will provide the life that is meant for me. And he’ll also teach me lessons along the way. I trust in Him and whether it’s my gut or Him...I feel that strongly about my feelings toward this all and I am asking that you please respect them. You are worthy. You are enough. This is not about you. It’s fully about me and who I am in this present moment.

Maybe: Laura Owens:

You're right that I don't know what you are going through and feeling. Like you, I have strongly, strongly relied on my faith base to get me through my trauma and issues, and the last thing I want to do is get in the way of your healing process. I have struggled a lot with self-confidence and believing in myself, and despite wanting to do investing for a long time, I haven't felt like I actually could do it until we started talking. I don't want to work with another realtor because I know they wouldn't understand creative finance or trust that I had what it takes to get it done like you have.

I think a big issue with communication in general is that we often talk to each other as if the other person has had the same set of experiences that makes us who we are. You obviously haven't known this about my background, but my family was told that my dad needed to enter hospice care back in December. I don't say this to make you feel sorry for me, but because maybe it will make you understand where I'm coming from. After what happened to me in March of last year, I pretty much wrote off ever needing a relationship again and was fine with it. Going through this experience with my family has really changed all of that. My dad was one of the top radio talk show hosts of all time and for my whole life was this larger than life figure. He dealt with serious depression and anxiety after his mom killed herself before I was born, and that followed him for my whole life. He smoked weed all the time to deal with that. Now at the end of his life, he's not anxious, and I think he's a much kinder person, despite the fact that he can't walk on his own and has to have a caregiver with him at all times. He now knows that it isn't about fame and money, but love. His biggest dream in life now is to make it until his first grandchild is born next month. Every birthday and holiday is probably the last we will celebrate together and it hasn't made me sad or bitter, but rather, it's made me more grateful. Maybe you can understand why I am saying that I asked for one week of your time. I'm sure that "one week" sounds like an impossible amount of time to make any sort of progress when you're trying to overcome trauma and anxiety, and I get that more than you know because I have been there, but when you are threatened with only having one more day, week, or even hour, it makes you realize that at the end of the day, the only thing that matters is telling people how you feel about them.

I don't want you to respond with that you feel sorry for me and my family, that you can't imagine what we're going through, etc. I wouldn't ask God to have given me

any other life, despite the personal trauma I've been through. I am a much more empathetic person because of it and I wouldn't want my life to have been different at all. Had I not been through what I'd been through, I wouldn't be able to help other people, and at the end of the day, that's what it's all about. I'm saying all of this because even though I obviously don't know you well, I can tell that you have a tremendous heart and kindness in your soul that is so unique and that I honestly haven't seen in another guy. In a week, you have been encouraging and vulnerable and I haven't experienced that with someone else. You've made me believe in myself enough to take action in following my dreams in a way that I haven't been able to before. With however much time God gives me, whether it's one more day or seventy years, I want to surround myself with people like you, who have the courage to say they are going through a hard time and that I can be there for.

I'm sorry if what I said before made you feel like I wasn't truly hearing you out because I am. It didn't fall on deaf ears. I can't begin to understand what you went through or what you are going through that has made you have anxiety, commitment issues, etc. and won't say "I get it" because I don't: only you know what it's like. The qualities I have seen in you that you think are weaknesses I see as strengths. You are kind, in tune with your emotions (whether you think you are or not), and have a beautiful faith base.

I apologize for the essay this turned out to be, but thank you for reading it. I haven't bared my soul like this to a man ever, but I knew you wouldn't judge me for it. Anyway, I hope that you don't shut me out and that you realize that with the fragility of life and time, you have nothing to lose by allowing someone like me, who is probably the opposite of most girls you've met, in. I don't have a timeline and I don't want to pressure you, but I hope you will get to know me and consider the possibility of this maybe being something more. Who knows, maybe it will be nothing, and I know that an immediate "no" feels safe, but will you at least think about it?

And regardless I would like you to be my realtor.

And I know I said a ton in the message above and don't feel like you need to give a long response, just a yes or a no is fine.

Clayton Echard:

Thank you for sharing all of that. I hope letting it out brings you a sense of peace. Suppressing issues only allows them to compound, so I'm glad you're addressing them, as it will allow you to heal.

I am happy to work with you as your realtor and I hope I can continue to be a positive light that helps you believe more in yourself because it's a choice that we all have the power to make. It's just not easy to get there most times and stay there consistently. But it is possible.

I will say though, with full certainty, that this can be nothing more between us other than friends. This is my boundary that I am setting and I ask that you respect it. It's what I need and it's what I feel. I shouldn't have invited you over when I was heavily under the influence of weed. I've realized I'm using weed as a coping mechanism to avoid my pain and that is not healthy at all. I need to go to a therapist and begin dealing with this all because I'm not happy with this place I've gotten to. It was my fault for crossing that line that I would have not done had I been sober. But that all falls on my shoulders, not yours. I am not mad at you, nor am I placing any blame on you. This is a "me" problem that it's time I address.

Maybe: Laura Owens:

I just asked that you give time to consider it and you gave it seven minutes.

Clayton Echard:

Laura, please....I've made up my mind. And you persistently questioning my decision shows me you aren't respecting my boundaries. That frustrates me because I surround myself with people that ultimately support me, not question my decision-making. I think it's best you find someone else to work with because your questioning of my decisions is really adding a bunch of stress to me and my morning. Respectfully, I cannot have that kind of energy in my life.

Maybe: Laura Owens:

That certainly wasn't my intention. It was the opposite.

Clayton Echard:

Well that is what happened. But it is ok, I am not holding anger against you for it. I just want us to be friends and keep it at that for good. If you can accept that, great, then let's do that and keep working together. If you cannot, that is ok, but please let me know.

Maybe: Laura Owens:

You are completely shutting the door on it even down the line, even if we are just friends for now?

Clayton Echard:

Yes, that is correct.

Maybe: Laura Owens:

Got it

What I said deserved more than five minutes of thought and a knee-jerk reaction response. If that is how little consideration you give to my thoughts and feelings, and if you believe in me and who I am so little that you would forever shut a door on me, you can't possibly believe in me and my instincts enough to want to represent me and my best interests as a realtor. That makes me incredibly sad but I hear you and don't want to subject you to having to deal with me any further since I have clearly been nothing but stress in your life.

Clayton Echard:

I understand your feelings and respect them. And I took the last two days thinking about it..it wasn't just 5min. When I make a decision, I stand by it and I am proud of my ability to stick with my decisions. There was a time when I didn't have the confidence in me to do so.

I'm sorry this is how things have gone and I am very much sorry for my part in it. I wish you the best, Laura, I really do.

Maybe: Laura Owens:

It only happened Saturday night so you weren't thinking about this and my feelings for two days. You decided hours after I left.

I'm crying in bed and have been all morning. Feeling like I can't do anything let alone buy houses. Maybe the way you always have been thinking and dealing with things isn't actually working for you cause it doesn't seem like it is.

I also know myself well enough to know that you are the one who made me feel like I could do this and that I don't think I will be able to move forward with another realtor even though I really want Toby properties and take the next step.

I know what is best for me is for you to represent me.

Clayton Echard:

You do have it in you to buy those properties and there are plenty of realtors out there that are more well-versed than I am, especially on creative deals. I've only been a realtor for 2 months, so you could find many realtors in the area with more experience/knowledge. And there's a lot of kind-hearted and encouraging realtors I've met as well that would be great for you! I believe you'll find the perfect realtor for you, but it sometimes takes meeting a few or more of them to finally find the best one for you. That individual is not me, however.

Maybe: Laura Owens:

I want to be the friend that you need right now and not pressure you and I want you to be my realtor.

I'm sorry.

I want to put the offers in today and was calling you to tell you how to structure them.

Clayton Echard:

I forgive you, but I do not feel comfortable now with representing you at the moment. I will let you know if things change, but I need some space.

Maybe: Laura Owens:

I will give you space, but what can we do about the houses that the realtors are calling you back on today that we were going to offer on?

Clayton Echard:

Thank you.

I would contact another realtor, tell them the houses that you are interested in and have them reach out to those agents with your proposed offers.

Maybe: Laura Owens:

I have dealt with other realtors who have made me feel like I can't do this, but you made me feel like I could do anything I wanted to do with real estate. In reading back my messages, my intentions were obviously good, but I wasn't a good friend in listening to you and that is what you need right now and what I would like to be for you. Please give me the opportunity to do that for you and please help me with what I need right now, which is to prove to myself that I can do this. I can even have the lender call you directly with the way to structure it so you don't need to talk to me.

One of the lenders just messaged me to say he is on the phone as we speak with his transaction coordinator and I am panicking. He already has your number so I don't know if he is going to call you, but just a heads up.

Clayton Echard:

You can tell him to call me.

Maybe: Laura Owens:

I let him know. His name is Matt Bentley. He has the less complicated offer. He is the straight 20%. The more complicated deal will give the sellers way more money down and if I understand the strategy correctly, it will end up being more beneficial for me in the long run. They are very different options. Can I explain that strategy to you at some point today so you can craft the second offer?

Clayton Echard:

Can you talk here soon? I think it would be best to focus on sending out the first offer today. We can begin discussing the second, but today, it would be good to get a contracted offer out.

Maybe: Laura Owens:

Yes. I meant the second offer for the first because the seller will have two options to pick from. I will explain it to you.

1% for closing costs and can you confirm your agent commission percentage cause the lender will give me that too?

Aaron Kim is the second lender. The offer is a Morby Method deal and is kind of complex to explain, but I think he can tell you how to write it. He can talk until noon and I gave him your number as well. Obviously neither lender knows about the other one.

Clayton Echard:

Buyer's agent commission is 2.5% for 19777 N 76th St., according to the MLS database.

Call me when you can. Can talk any time until 12:30

Maybe: Laura Owens:

<https://m.youtube.com/watch?v=dE1zXlitzny8&t=345>

I don't entirely understand it either but Pace Morby explains it in this video.

Got approval at the 6%

For the second for any and all deals. I can obviously hook you up with them too for yours

(Audio Message - Paraphrased): So I'm waiting for the agent to get on a call with me..he thinks it's a waste of his time. Worst case scenario, we'll just write up an offer and send it his way. He says he's done many of these deals and the buyers are never serious...he's hesitant. I sent him a message 40min ago to try and get on the phone with him. I'll let you know if I hear anything from him.

Maybe: Laura Owens:

Thank you! Do I need to sign a representation agreement though? I know you mentioned that. And can we see Lynn Oaks asap please?

Clayton Echard:

Yes, I can send that over to you when I get back home. I'm filming some real estate videos right now for a project, so hopefully I'll be back home in a couple of hours.

We can see Lynn Oaks tomorrow if you'd like. I did cancel the optima viewings before we cleared things up. So, I can try and get those back on the schedule for tomorrow, or we can just do Lynn Oaks and a couple of them.

Maybe: Laura Owens:

Good luck on the filming. I definitely would like to see Lynn Oaks and 7137 E Rancho Vista #3003 please.

I am deeply appreciative of what you've done for me because I haven't been able to believe in myself enough to pull the trigger and have been sitting on the sidelines watching other people do what I really want to do. When I thought about doing this with another realtor, I went back to feeling like I couldn't do it because I know other agents would be skeptical. Your confidence in me has made all the difference and will change my life, so I can't thank you enough.

I'm sorry again and want to be there for you however I can because I'm sure how you are feeling is very lonely. I haven't been in your shoes, but the underlying theme of what you have said is very familiar and I hate to think of anyone being in that place. Stress and anxiety are horrible things to deal with and some of the best medicine is just talking to people who have experienced it. I know it takes a lot of courage to open up and be vulnerable and I am grateful that you did with me. Feel free to vent to me anytime and I promise I won't be judgmental and will just listen if that's what you need. I hear you and I am here for you.

(Audio Message - Paraphrased): Ok, yeah, I am going home now and will try and get on my computer and set up the showings. The agent is not responding back to my message so I think we should just submit an offer. It's up to you what you want to offer. You can give him list. Do I think it's worth \$400k? Yeah. You can always do the inspection/appraisal and if it doesn't meet the requirements, you can ask for buyer credit. We'll put in the terms what we wanted. We can shoot for 15 or 20 year seller carry. 30 year amortization. Let me know...I can't get through to him. I appreciate you saying you're willing to listen to me...we can schedule the two in the place of the optima homes and get them on the books.

Maybe: Laura Owens:

Let me know when you email the representation agreement so I can sign it

Clayton Echard:

I'll send it with a purchase contract when we put one together. That way, you can sign all at once. There's no rush to sign the representation agreement on my end of things.

Maybe: Laura Owens:

I can't do it for Optima until we get terms, but I just finished a purchase and rental analysis (short, mid, and long) for N Lynn Oaks and emailed it to you. I feel like I have done enough due diligence and the numbers really make sense to me but I wanted to make sure they did to you. Even though this is what I want to do more than anything, I have the down payment financing for everything, and I know it's the right move, the first purchase on my own is a really big deal for me. I've dealt with crippling self-doubt and indecisiveness for my whole life and in a situation like this it's hard to trust myself. Your guidance is so appreciated and even though you haven't been doing this long, you are really amazing at your job and I hope you are proud of yourself for it.

Clayton Echard:

But you still want to see the optima tomorrow, correct? I will schedule both showings here tonight. And then check the analysis and run my own on Lynn Oaks tomorrow.

This first deal is a big and it should be every bit nerve-wracking! But if the numbers make sense, then it makes sense! And once you do one, you'll want to do more. That's how I felt about my dance class tonight. When I got there, I was almost frozen and couldn't move the first couple of minutes. But then I told myself to just go for it and now that I'm done with the class, I can't wait to do another. Let's do our due diligence and knock the first deal out of the park!! We got this

Maybe: Laura Owens:

Of course I do! And thank you!

I think we will buy and sell a lot together! That's so awesome about dance - what kind? Could I go with you sometime? I do dance all the time at my place but never in public and I think it would be a big confidence booster. So glad you got to have that experience! Anxiety has nothing on us

Clayton Echard:

You're welcome.

Hopefully the market starts to turn a little more so there's more favorable conditions. But for now, we'll take what we can get.

Hip hop! I'll let you know if I do another public class. But I'm signing up for private classes now. I need more 1 on 1 coaching.

(Audio Message - Paraphrased): Just so we're on the same page, the 7137 E Rancho Vista Dr... I thought you said there's an occupant in there until December. What I'm looking at, it's showing there's no flooring and renovation of \$17,000 is needed. That one needs work. It says it's vacant, so are we looking at different units?



Maybe: Laura Owens:

I'm so sorry! I meant this one

However, I had wanted to see the one that needed repairs before and would love to see it if we could

Great job on hip hop btw, that's what I do at home so no one can watch me! I used to be stiff as a board but I have gotten a lot better and love it. Thrilled but not surprised you had a similar experience

Clayton Echard:

Ok, I requested showings starting at 4pm and ending at 5:30pm. Lynn oaks was just confirmed for 4pm. Waiting on the other 2.

Maybe: Laura Owens:

I really appreciate that

Could we just write the offer at your place right after since it's basically right at Optima Camelview? Provided I decide to make one

Clayton Echard:

Yeah, we could just find a spot at camelview honestly. They have a ton of great spots to sit and Wi-Fi is available.

Maybe: Laura Owens:

I would just prefer somewhere private because the whole thing is so exciting, but stressful, and I don't want to get emotional in public.

Clayton Echard:

I got you! There's some conference rooms that have frosted glass, so you can't see in!

Maybe: Laura Owens:

Yeah, we can just figure it out later

Clayton Echard:

There will be a private spot there for sure 🙌. Been a few times

Maybe: Laura Owens:

I think I want to do Lynn Oaks and optima. Prayed on it. Think maybe no N 76th

Clayton Echard:

Ok, I'm trying to get the 3009 Optima property to let us see it. They declined the showing but gave no reason why.

Maybe: Laura Owens:

Maybe cause it has a tenant in it?

Clayton Echard:

Yeah, that's what I'm thinking. But she should have texted me giving a reason.

Maybe: Laura Owens:

But we're good on the other Optima?

Clayton Echard:

Yes 👍

Maybe: Laura Owens:

Thanks!



No pressure, but thought you might want to come ride later this week before it gets too hot. I think it's the best thing in the world for stress and anxiety. The arena is in my backyard and the field (my favorite - huge and green grass as far as the eye can see) is a five minute walk away. We could ride in either and I'd love to teach you if you don't know how. I have the best, safest horses ever and I thought it could be fun to do together.



Clayton Echard:

I appreciate the invite! I've been on horses a few times. It was cool to try, but I just don't really have interest in them. It's awesome that you find them to be therapeutic in a way though!

Maybe: Laura Owens:

Yeah. Anyway, I have EMD secured for both.

Clayton Echard:

Great!

Maybe: Laura Owens:

I was just talking to one of my riding friends who has two units in the Optima Kierland and wants to sell one or both. They are way bigger and more expensive than I would want so not a match for me. I guess she bought them for a good deal right when it opened, but she lives in CA most of the time and doesn't need both. One has a tenant I believe but their lease is up soon. No idea if you'd be interested in listing them or if you're too busy but thought I would ask cause she doesn't have an agent. Again, no pressure, don't want to add stress if your plate is full. We could talk about it more when we get a drink.

Clayton Echard:

Send my contact info to her and tell her to reach out to me!

Maybe: Laura Owens:

Okay

Clayton Echard:

Thank you!

Maybe: Laura Owens:

They also want to buy a really nice property that they can have horses at top but do they need a different agent for that?

Clayton Echard:

I could help with that. A call with the listing agent would provide answers if the property can have horses or not.

Maybe: Laura Owens:

Ok. Her name is [REDACTED] and she said she will reach out this week or next.

Clayton Echard:

Awesome! I really appreciate it!

Maybe: Laura Owens:

You're welcome. Just didn't want to give them your info without asking you since you have so much on your plate. Still on for Thursday?

Clayton Echard:

That was nice of you to check with me!

I cannot do Thursday now. That's when I'm taking my private dance classes now and then I have a friend that invited me out after. Forgot that we made those plans last week.

Maybe: Laura Owens:

Okay. Is there another day that works?

Maybe tonight after we see the properties and make offers lol

Clayton Echard:

I can't do tonight. I'm taking my brother out for dinner for his birthday today!

This week is a little too busy for me, so we can try and get something on the board for next week.

Maybe: Laura Owens:

Forgot you said that. I had an interview get moved so I could do earlier today if that's easier.

Also, out of town the latter part of next week, so Monday or Tuesday?

Annnd finally, I have one more family friend who is coming to town next week and wants to get a condo as a second place. He lives in the Bay Area but comes here a lot. Mind if I give him your number? No worries if not, seems like you are busy

Clayton Echard:

Potentially Tuesday! I may be out on a boat on Monday for Memorial Day!

You can pass along my info to him as well. Happy to help him in his condo search.

Maybe: Laura Owens:

Forgot it was MDW. Will do. His name is Brian Copeland.

Clayton Echard:

Yeah, big boating holiday! At least it has been for my family.

Ok, thank you!

Maybe: Laura Owens:

Sounds fun! Let's plan on Tuesday then?

Maybe we'll also have a purchase or two to celebrate

My lender wants to know when we need the EMD's

Clayton Echard:

Sorry, drove down to Mesa. Once the contract is accepted, EMD is placed in escrow within 3 days.

Maybe: Laura Owens:

So early next week for EMD(s)? And Tuesday for drinks?

Clayton Echard:

They'd probably try to collect EMD by Friday (if a contract was accepted within 24 hours)

I'll have to get back to you on that. Might be easier for me to meet for coffee or lunch.

Maybe: Laura Owens:

Sounds good

And we can do another day if that doesn't work cause I work during the day.

Would you mind getting the seller financing terms on 10089 E San Salvador Dr and 6612 E Pershing Ave please? Sorry to ask about so many.

Clayton Echard:

I will work on getting info on those here soon. See you at 4pm at Lynn Oaks!

Maybe: Laura Owens:

Thanks, sounds good.

Are you in there? The guard isn't letting me in

You're seriously so ridiculously talented and have such a great eye for design and I'm pumped to have you as a 10% owner! Your guidance is literally invaluable and there's no time commitment obviously. I just really believe in you and trust you.

Would you be really mad if I told you that you looked super handsome, and that combined with you being super confident and smart about everything made it hard to keep my hands to myself? If that makes you mad, I'm really sorry. I want to respect your boundaries but I didn't know if that was maybe a somewhat reciprocated feeling.

And I can't stop thinking about how much I want to do to you what I did the other night. Ok, I'm done now. Hope you're having a good dinner!

Clayton Echard:

I appreciate the compliments. But yes, please only make comments to me that you would a friend. I appreciate it.

I will send over the two contracts this morning. I have a dentist appointment at 10am, so after that, I can hop on a call and walk through everything with you from a contract standpoint. What time would work for you?

Also, do you have a prequalification letter or proof of funds for the private lender? That would be great to have as a document to send to the sellers with the contract.

Maybe: Laura Owens:

I'm flexible on time and the lender had offered proof of funds, so that's not an issue. I can get that by the time we talk. No prequal letter, though, since I am not working with a bank. The private lender will provide whatever else I need.

On another note, I think you are the best/most talented person in real estate I could ever find (and I've talked to others). I really do. Working with you is definitely in my best interest for all the reasons I have told you before. I don't think, though, that I will ever not hope that at some point it turns into more, even if it's not today, tomorrow, months from now, or a year from now. I understand you aren't ready cause you've got your own stuff going on and can be your friend right now. I wouldn't wait around for you. But if you see this as so black and white as a friendship that there is no grey area for even a maybe down the line, I think that would be hard for me to work with you.

Clayton Echard:

It will always be a friendship, Laura. So please let me know if you would like to proceed today or not. I cannot go back and forth with you. Especially when I'm talking

with other agents about submitting offers. It hurts my credibility if I keep backing out. So, if you back out today, I understand. But if you do, I cannot work with you any further. I want to help you out, but from a friendly/professional sense. I've made my intentions clear and regardless of what you choose to do, I just hope we can have a mutual respect for each other's decisions.

Maybe: Laura Owens:

The last thing I want to do is do something to harm your credibility with realtors when I genuinely believe you are great at your job and when I have the funding to do it.

Clayton Echard:

So can you move forward as just friends and only friends from here on out? If so, I'll send the contracts over to sign here soon. If not, then I will not send over the contracts and respectfully, we'll discontinue working together.

Maybe: Laura Owens:

I want you to submit offers and go forward with both. I believe in you and want you to succeed and help you do that. In fact, that's what I want.

I want to make something VERY clear.... I wouldn't have asked you to JV with me or refer you to my friends just because I could see something developing in the future with you...that's my money and my credibility with friends at stake, which are two things that I have worked hard to build and wouldn't jeopardize.

Clearly, I BELIEVE IN YOU.

*** Please read this without giving me an impulsive answer. * I'm only saying that because if I were you and felt backed into a corner, not listened to, and overwhelmed (like I'm sure you do right now), I would glaze over this, think to myself, "this girl doesn't listen and can't take no for an answer", and say in the nicest possible way a version of "f*** off and find another realtor." And yes, I did go into yesterday as a friend and client and tried to suppress any feeling.**

You said you struggled with decision making and were proud of how far you had come with that, and since you've now said no, you're feeling like I am not listening to you or respecting you for that.

I respect you more than you know and it's largely because you have been open with me about your stress and anxiety, which I relate to so much. I am someone who has given black and white answers when backed into a corner and been too ashamed to change my mind later on. Sometimes I've been panicked and made a decision and then been too ashamed to go back on it even if it was to my detriment.

You were clear about just wanting to have conversations and nothing romantic, then we hooked up (and I don't believe that weed was entirely at fault for that decision), and then you drew a line in the sand again. From my perspective, "no" didn't mean "no" and "yes" didn't mean "yes". When I panic, my go-to is "no" and the more I am pushed, the more I would do anything to relieve the pressure, and the firmer the "no"...at least in the moment. But really, there's so few absolutes and a million shades of grey. I've been too stubborn to change my mind before after these decisions and I have regretted it.

Think about how you approach real estate and what you have said to me about properties. Have any of them been a slam dunk "yes" or "no"? To me, there's been a lot of grey...no right answer, but no wrong one either. You've been so confident in there being no absolute.

I'm asking you to feel the same level of commitment to, "maybe there's something there down the line" as you would to, "maybe we should add a pull out couch to the living room".

Just like I won't pressure you either way on that, I won't pressure you to continue to be my realtor either if you don't want to be. I really do respect you and want what's best for you, but I KNOW that we could be a powerhouse in REI and maybe more. If you think I've made some good points here and will just have an open mind to "maybe", I absolutely PROMISE you I will never bring it up again or ask you and will just allow things to develop or not develop as they're meant to. Literally, the only answer I would ask for in response to all this is one word: "maybe". Then we can just talk about the offers.

I also am finishing letters to the home owners that I would like you to send off with the offers if possible.

Clayton Echard:

I hear you. I feel the way I feel. Could things change, sure. Many things change in my life. But will they? Probably not. All I can control are my present feelings and how I feel is what I'm telling you. I just don't want there to be a "push" by you down the road to be more than just friends. How about this...if I want to be more than friends, I will let you know. But until then, if that day ever comes, let's keep it friendly. Every interaction we have falls in line with what occurs between friends. Both our words and actions. I would like to respect that and not "cross those boundaries". Does that work for you? If so, great...then we'll proceed!

Maybe: Laura Owens:

The fact that you read what I said and gave that response makes me respect you even more as a person because I'm sure it was hard for you not to just get pissed off. I admire you and respect you for that - I really do.

Look, I don't know you well like your family and friends do and I don't have the expertise that your therapist has, but I sure know what it feels like to hate feeling

like there is a right and wrong answer to everything when everyone else seems to see a middle ground, to doubt yourself and feel like you've made the wrong choice even though you've agonized over making a decision for an absurd amount of time, and to refuse to change your mind even when presented with new information because it was so hard for you to get to an original decision in the first place (if that makes any sense).

For the sake of my self-esteem, I'd like to think that what happened wasn't just because you were under the influence. In fact, I know that we both find each other attractive and wouldn't believe you if you said otherwise. I heard you when you said you don't love yourself right now and can't involve another person until you do. I respect that, but wish you could see yourself through my eyes. I bookmarked the very same N Lynn Oaks property on 2/28 when it was originally on the market. I looked at it over and over again but didn't even have the confidence to ask an agent to find out the terms until we connected. Thanks to you, I'm feeling totally ready to make multiple offers and because I believe in you enough, feel like your knowledge is indispensable to these properties being a success. In fact, it's your ability to make decisions, which you said was a big weakness, that has given me so much confidence. I'm smart enough to know that what that brings to the equation is worth much more than 10% ownership on a deed. If you're not involved in this equation and I'm left without you a realtor, I won't have the courage to make these offers - trust me. You make me feel confident and that is already making me love myself more. I know you said you were struggling with loving yourself so maybe I can show you why you should.

Saying "every interaction, words and actions falls in line with what occurs between friends" sounds like contractual wording and I've drawn too many lines in the sand in my life to draw another. I'm not dumb and know you are now trying to avoid seeing me for a drink, but I would ask that you give me the benefit of the doubt here and that we get one next week without expectations, not pushing nor suppressing feelings. As my realtor, friend, and maybe more in the future, I want us to help each other not be so black and white and instead have very open dialogue where we help each other see the grey.

Just like you should feel free to tell me what type of flooring you think a place needs to be valuable, you should feel free to hold my hand or kiss me. I want to be able to feel like I can tell you I disagree with a color of paint just as easily as I can tell you that you look good without panicking that you'll be mad. We don't need to have a formal conversation before we express ourselves. So from one uptight, self-doubting over thinker to another, does that sound reasonable?

The lender just told me they sent the money for these transactions from his wife's mother's personal account to his LLC so I sure hope so 😂

Logix		Statement of Account	
Account No.	Statement Period	Page	
1013502	1/1/2023	1 of 2	
ACCOUNT BALANCE SUMMARY			
Banking			
Checking			
Money Market	\$440,285.21		
Certificates			
IRA			
Vehicle Loans			
Home Equity			
Mortgage			
Pre-Paid & Other Loans			

This is where the funds are coming from. The lender, Matt, will send us the one through May, but he is just waiting on that. He has a contract getting drawn up that I will sign today that will list account numbers, etc., but wanted to send that over before since I said that we needed to show we had enough for both places.

Clayton Echard:

I just ask that you allow me to be the one to “make any moves” should I decide to. I do not want you doing so in the meantime. And I just want you to talk to me like you would a friend. If anything you text or say would be something you wouldn’t say to a friend, then I ask that you don’t say it to me. That’s all I’m asking.

I am going back home now and will send over the contracts in the next couple of hours. Then, let me know when you can review and sign them and we’ll hop on a call and talk through them

(Audio Message - Paraphrased): Ok, so just FYI, on the Lynn Oaks property, they treat it monthly for termites. At least they’re doing it monthly. During the inspection, you would want to get a termite inspection done and make sure the wood is structurally sound before you buy. I’ll start writing up the contracts now.

Maybe: Laura Owens:

I will absolutely allow you to be the one to make moves and will suppress myself until that time comes, which in my heart, I believe it will. If you’re like me, when faced with a decision, you’d rather say “no” and have an escape route than say “yes” and feel pressured to do something. And, I know it’s hard to give an ambiguous answer, so I really appreciate your stepping out of your comfort zone there. Like you, I have a very strong faith base, and believe that if God wants something to happen, He will make it happen, so I trust in that. You have my absolute promise that I won’t put any pressure on you to do so and that I will let

you take the lead, but just so I don't feel nuts...don't you think there *may* be something here at some point, whether it's in a weeks or months or whenever? I honestly think we both know the answer, but you have my word I won't ask you again.

That sounds good. Is the letter to the homeowner a bad call? I sent what I wrote to my mom and she said she thinks it's weird to do for an investment home... basically tell someone you want their home to rent it to someone else. Whatever you think is right. I just want these agents and owners to see us as professionals and take us seriously.

100% getting termite and pest inspections

(Audio Message - Paraphrased): Ok also too, I just texted the agent because I was looking at the SPDS report, that's where I saw the termite presence...has building code issues, the agent said that he has accepted a contract, but the deal has fallen through before, so we should offer at list price and give them their terms. We'll be on backup and if it's meant to be, we'll get the house. Lynn Oaks has accepted a contract, just so you're aware.

Clayton Echard:

Just to confirm, you want to offer list price (\$699,000), 15% down, 7 year seller carry back with an amortization schedule of 30 years, a 4% interest rate and \$6990 in earnest money?

That's what I'm going to write up and send your way. So if you want to change anything, let me know.

Maybe: Laura Owens:

I thought it was 10% down?

That they were asking

And wanted to make sure you read my other message too

Clayton Echard:

10% minimum. You can certainly do that. With it being under contract, giving a higher down may be more enticing. Not that they can just back out of the contract and accept ours, but they may be more willing to let the other contract fall through if they know they have a better offer on backup. But, it may not make a difference so if you want to do 10%, we can!

Maybe: Laura Owens:

10% and asking please

And to the other part of the message?

Clayton Echard:

I don't think so. But if anything changes I will let you know!

Would you pay earnest money in the form of a check or wire transfer?

Maybe: Laura Owens:

You don't think there might be? Really? Asking you this with no expectation of commitment because of it...just in general? I don't really know what to say if you're a no there

Wire

I think that's just the easy answer to give me.

Clayton Echard:

I'm giving you my honest answer, which is "no".

Maybe: Laura Owens:

Well, that's really hurtful and I think I deserve a chance at some point.

Clayton Echard:

Ok, and I respect your feelings on it all! But I'm telling you mine. So, I would like to not be asked it again moving forward, as you said you would not do.

Maybe: Laura Owens:

I think you feel backed into a corner and so you've shut down at the moment, but I just want you to keep your heart open to the possibility of something and to give me a real chance. That's not asking a lot of you. I won't make a move until you do, I promise.

Also, it's not going in my personal name, it's going to be from my LLC if that makes a difference for paperwork

Clayton Echard:

Thank you.

What is the name of your LLC?

Maybe: Laura Owens:

LizMax LLC

So sorry, that's wrong

EIN for LizMax Investments is 

LizMax Investments LLC

Clayton Echard:

Gotcha! Thank you!

Maybe: Laura Owens:



PO Box 4070
Castro, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
[REDACTED]	03/13/23 thru 04/12/23	1 of 2

Rec

ACCOUNT BALANCE SUMMARY

Savings	
Checking	
Money Market	\$448,618.25
Certificates	--
IRAs	--
Vehicle Loans	--
Home Equity	--
Mortgage	--
ReadyLine & Other Loans	--

Your Relationship Rewards
tier for
APRIL is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$0.90

Transaction Date	Post Date	Transaction Description	Amount	New Balance
04/01		Previous Balance		
		Deposit Dividend Tiered Rate	0.23	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.300%		
		Based on an Average Daily Balance of \$ 913.91		
04/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$20.01

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	
04/03	03/28	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
04/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.200%	
		Based on an Average Daily Balance of \$ 29,542.94	
04/11		Processed Check - CAPITAL ONE ARC: CHECK PYMT #1230	
04/12		Ending Balance	

I've only asked you these questions because it would be very hard to be around you if you absolutely see us only as friends and nothing else, and if you're not willing to at some point - on your timeline - open your heart to the possibility that there might be more.

Clayton Echard:

I understand where you're coming from. I appreciate you letting me know.

Would you be purchasing a home warranty plan on either property? It's optional to do so, but the contract asks about it

From what I've heard and been told, home warranty plans are somewhat of a waste (because they fight like hell to not have to pay money out of an appliance in the home breaks).

Maybe: Laura Owens:

No home warranty - I got one on the place I have with my parents and they cover nothing

Clayton Echard:

Right, that's what I've heard!

Can you send me your current address? So I can put it in the purchase contract
Or the LLC address

Maybe: Laura Owens:

I don't know how to take your other answer. I obviously felt something that I want to explore at some point in time and I'm saying if you are 100000% positive you only feel a friend vibe, it would be hard to work together. I can be patient, but if you don't see a "maybe" or aren't willing to open your heart to me and the possibility of something beyond a platonic friendship in the future, it'd be very hard to be around you. I'm literally only asking you for that chance - not a guarantee, but a chance.

[REDACTED]

Clayton Echard:

There's usually a chance for most things, so sure, I suppose there's a chance.

Ok, first contract ([REDACTED]) has been sent to your email! Working on the second now.

Maybe: Laura Owens:

Thank you. Signed.

Clayton Echard:

You read through it all?! Do you want to go over both contracts once I'm finished with the second? At least talk through each section?

Maybe: Laura Owens:
**I skimmed numbers
But sure and I trust you**

Clayton Echard:
Let's go over it tonight when I get back home. We can submit the contracts before all that...but I'd like to at least walk you through it

Maybe: Laura Owens:
Okay, that works. I just don't want to miss out on them.

Clayton Echard:
For the second property (19777), do you want to offer at list?
15 carry, 30 years amortization, 18% down, 3% interest, 19777 address

Maybe: Laura Owens:
\$425k or \$400k. Whatever you think.

Clayton Echard:
^these are the terms we discussed and you told me you wanted to offer yesterday.

**Maybe: Laura Owens:
I know, that works for me
Like you said, the amount doesn't really matter in the long run if it's
amortized**

Clayton Echard:
How badly do you want this property?
If you love it, offer \$425k
If you are ok with losing out on the deal, offer \$400k

Maybe: Laura Owens:
**I definitely want it if you think it's a good investment. You're getting 10% if I
get it to help me figure out how to make it look rentable. If you think we can do
that, then \$425k
Why not \$425k. We can make it work.**

Clayton Echard:
Ok, writing it up now!

Maybe: Laura Owens:
**You think we can make it look nice enough, right?
Like you have ideas? I have zero design ideas. I need to spend some time
on Pinterest, haha.**

Clayton Echard:

Depends on if you decide to furnish, or focus more on paint, lighting, etc. And what your budget is!

You can always buy and put it up unfurnished and see if someone bites on the price!

And if not, then you can start updating it/adding furniture

Maybe: Laura Owens:

Very, very true! This is why you're my partner!!

Look, if we hadn't done anything, it would be one thing, but since we did, it's hard to pretend it didn't happen (at least for me). In reading this back, if you feel like the odds of you seeing me as anything other than a friend are slim to none, it would be very hard to work together. In the deepest part of your heart, not just patronizing me, do you genuinely feel like there would never be anything between us? I'm fine with things being on your time table, not making moves myself, and not mentioning this after offers are submitted, but clearly it's important to me to make sure we are somewhat on the same page.

Clayton Echard:

I told you how I feel today, but I don't know what I'll feel tomorrow. Or months or years from now.

Please let me know if you are going to back out of these contracts before I send them over. Because if I send them over and you back out, it's really going to hurt my credibility

Second contract is completed and sent over

Maybe: Laura Owens:

Okay. Could we just do a date sometime and see how we feel?

I won't back out. I promise you. I really think you are amazing and want us to be the start of tons of deals. I want to skyrocket your credibility, not lower it.

Clayton Echard:

I can't promise a "date" because as I said before, I want us to be friends for now. But we can grab coffee or lunch at some point.

If nothing else, since we have these contracts all ready to go, let's proceed with them. Can you confirm you'll stick with an accepted contract and make every effort in good faith to bring it to closing? I get it if the house has flaws that we can't fix without a major price adjustment (that the seller doesn't agree to), in which case I would expect you to back out. But you promise to fulfill these contracts if all goes well from a transaction standpoint? I ask because I feel a lot of hesitancy from you and like I said, if you back out at any point with no good reason, it will really hurt my credibility and will have taken up a good amount of my time too. I don't want to waste my time or hurt my credibility, especially as I'm just getting started.

Maybe: Laura Owens:

I absolutely promise you I won't back out.

I would really appreciate it if we could do dinner or drinks and just see what happens because as I said, it would be hard for me to work with you if you know we will be nothing more than friends or if you won't even try.

Signed

Clayton Echard:

If we get a closed deal, I'll take you out for dinner! 🙌

Maybe: Laura Owens:

I have zero hesitancy on buying properties because of your confidence in me (and I have the funding, which you can see), so if you sense hesitancy, it's because I know it will be hard to do something together if you never allow us the opportunity to be more than friends.

Clayton Echard:

I'll keep an open mind, as I always try to do

Maybe: Laura Owens:

We will get two closed deals.

And then 3, etc....I want to build a huge portfolio with your help!!!

Dinner *date* with a closed deal. Deal?

Clayton Echard:

Whatever you want to call it is fine by me! We close some deals and I'll gladly get dinner to celebrate 🙌

Also, do you want to go over the contracts now? I have 30min or so before I have to leave my house. So, I can talk on the phone until then

Maybe: Laura Owens:

When could you talk after this? I actually just became an aunt this morning and was gonna talk to my sister in NY but I can move that

Clayton Echard:

Well I would prefer to go over it now before sending the contracts to the agents. But if you want me to send them now and talk later, I can do that too.

Maybe: Laura Owens:

Need 5

Actually, just send them over and let's talk after. I can talk after 4

I'm trying to tell you that if you won't take me seriously beyond as a client and friend, it would be hard to work together. So just don't patronize me please with "whatever you want to call it". If you don't want to go on a date, you don't need to take me to dinner. I'm just trying to be honest with you with where I'm at.

I think we have a ton in common for better or worse and that there was clearly an attraction. If you don't honestly want to explore that, then we shouldn't work together. I'm telling you: I will not back out of the contracts. I will get these deals done unless the houses are about to collapse. And all I'm asking is to just openly explore what's there. If there's nothing, we can be friends. But I don't want to be your coffee or lunch buddy it means a lot for you to take me seriously with this.

Clayton Echard:

And what happens if I give you a fair chance and then feel there isn't any chemistry? Will you accept that?

Contract have been sent over. I cannot unsend them, so please see these contracts all the way through no matter what happens. I'll keep an open mind, but I need you to assure me that you will hold up your end and not back out no matter the reason (unless the house has legitimate defects). Deal?

Maybe: Laura Owens:

Yes, but can we please actually hang out as two people who might actually have a romantic connection instead of as two friends with stringent rules? Your physical reaction to us hooking up showed we had chemistry so there has to be a part of you that thinks there is

Clayton Echard:

There is sexual chemistry, yes. I was saying from a romantic standpoint. But I'll give it a chance. We'll get dinner once a contract is finalized and I'll keep an open mind at the dinner. That I can promise.

Maybe: Laura Owens:

In my mind, romance is caring about someone, doing whatever you can to make them successful, being their cheerleader when they're down, and being their friend. All of which are qualities I think we have already shown each other.

Clayton Echard:

Yeah, those are all great things to have in a relationship!

I'm heading out to work on a project. I'll keep you updated on what I hear from the agents and we can jump on a call later to discuss the contract

Maybe: Laura Owens:

And I don't break my promises, Clayton. And just so you understand, as someone who is interested in you as someone beyond as a friend or client, I will do everything in my power to show and tell people how good you are at your job because I truly believe it and I believe in you. I think your knowledge is indispensable with what I'm trying to do, and I know we will do millions and millions of dollars in deals. I think we make a good team. You have my word: I will not back out. And I know that feelings aren't usually one sided and I do think you feel there could be something with me, but your stress and trauma are

getting in the way. I think we could be a very good team working and romantically.

In reading this back, I have pushed you when you clearly would only be going out with me out of “keeping your end of the deal.” I know how much value I can bring to someone’s life and I shouldn’t need to convince you to “give me a fair chance” only if we close a sale. That makes me feel pretty bad and I certainly don’t want to be your obligation. If you don’t feel that there might be anything romantically with us, but I do, then I understand, but we shouldn’t go under contract because it would be really hard for me to work with you if that’s the case.

I want to do deals with you so badly and feel like I could really support you (and vice versa), but you should want to try that, not feel like you have to. I have no interest in you because of the tv show, nor do I have any desire to watch it. I’m genuinely intrigued and motivated by who you are as a person, and your belief in me has made me take the one action I’ve wanted to for so long but didn’t think I could. I hope I’ve given you some confidence as well and built you up because you deserve it. If all that is there, we share and understand similar mental health issues, and there’s sexual chemistry (I find you ridiculously attractive), I don’t know what is missing that wouldn’t make me someone you would be excited to explore something with.

I meant what I said that I won’t back out under any circumstance if you give us a chance but I don’t think getting dinner only if a deal closes is trying, nor is having stringent rules. It’s your call and you need to do whatever you think is right. I’m all in or out depending on whatever you want to do.

(Audio Message - Paraphrased): Laura, it’s aggravating me. I’m telling you I’ll keep an open mind. I can’t promise anything. I’m going to talk to other people, as anyone would who is dating around. I’m just being real with you. I’ll keep an open mind...when I’m dating, I meet a lot of great people that meet all the qualities that you have said. I know what I bring to the table. I get a lot of interest. I’m not BS’ing you. I’m keeping it real. I’ve found the qualities you say you have and more. I don’t know who’s going to provide that. I told you I’m going to keep an open mind. I submitted the contracts and it sounds like you’re going to back out. If nothing else, I would like to do these contracts and work through these deals with me. If you back out, now my credibility is on the line. I can’t promise you anything. I continually said “please let me know if you’re going to back out”. My credibility is on the line...you’re going to make me look bad. Please give me confirmation that you’re not going to back out. You’re messing with my time and credibility. I said please don’t back out and now you are. It’s aggravating. I’m the one that is talking to these agents and they’re the ones that are not taking me seriously right now. I’m a little frustrated and would like to work through these deals and if they fall through, then we’ll stop. Let me take these two deals through with you and with the confidence from these deals, you can go elsewhere and do more deals. Please make the decision right now and stop going back and forth. I need to tell me right now whether or not you want to proceed forward. Yes or no. I need it to be a definitive answer.

Maybe: Laura Owens:
Can you talk?

I came up with a solution that I think addresses both of our concerns. Since I am putting the properties in the name of the LLC and not mine personally, I was told to just add you to the LLC if I wanted you to have partial ownership. See the amendment (#11): "In exchange for his real estate consultation services, Clayton Echard is entitled to 10% ownership in LizMax LLC's properties and shall receive 10% of the profits of all real estate investments. He is not liable for any losses, which shall remain 100% the responsibility of owner/member Laura Owens. Thirty days written notice must be given to terminate this agreement."

I put the last part in since your reason for wanting to wait to go out was because you wanted to make sure I wasn't going to back out of a deal. I won't back out. If that gives you the reassurance you need to get drinks or dinner before then with an open mind, then we are good to go and it will be filed first thing tomorrow morning. Let me know.

I just talked to the private lender who told me that he and his partner will let me defer payments on the second completely until I get into a longer term loan, which is amazing. It opens up a couple more million to buy properties with and I want to do that with you. Especially interested in the Pershing Drive one because the returns on it look insane.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF AMENDMENT
Read the Instructions [L015](#).

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

2. **ENTITY NAME CHANGE** – type or print the exact NEW name of the LLC in the space below:

3. **MEMBERS CHANGE (CHANGE IN MEMBERS)** – [see Instructions L015](#) – Use one block per person –
To REMOVE a member - list the name only of the member being removed and check "Remove member."
 To ADD a member - list the name and address of the member being added and check "Add member."
 To CHANGE ADDRESS only - list the name and NEW address and check "Address change."
 To CHANGE NAME of existing member - list the current name, then the NEW name, and check "Name change."
 If more space is needed, complete and attach the [Amendment Attachment for Member form L044](#).

<p>1.</p> <p>Name currently shown in ACC records</p> <p>NEW Name</p> <p>Address 1</p> <p>Address 2 (optional)</p> <p>City _____ State or Province _____ Zip _____</p> <p>Locality</p> <p><input type="checkbox"/> Address change <input type="checkbox"/> Add member <input type="checkbox"/> Name change <input type="checkbox"/> Remove member</p>	<p>2.</p> <p>Name currently shown in ACC records</p> <p>NEW Name</p> <p>Address 1</p> <p>Address 2 (optional)</p> <p>City _____ State or Province _____ Zip _____</p> <p>Locality</p> <p><input type="checkbox"/> Address change <input type="checkbox"/> Add member <input type="checkbox"/> Name change <input type="checkbox"/> Remove member</p>
<p>3.</p> <p>Name currently shown in ACC records</p> <p>NEW Name</p> <p>Address 1</p> <p>Address 2 (optional)</p> <p>City _____ State or Province _____ Zip _____</p> <p>Locality</p> <p><input type="checkbox"/> Address change <input type="checkbox"/> Add member <input type="checkbox"/> Name change <input type="checkbox"/> Remove member</p>	<p>4.</p> <p>Name currently shown in ACC records</p> <p>NEW Name</p> <p>Address 1</p> <p>Address 2 (optional)</p> <p>City _____ State or Province _____ Zip _____</p> <p>Locality</p> <p><input type="checkbox"/> Address change <input type="checkbox"/> Add member <input type="checkbox"/> Name change <input type="checkbox"/> Remove member</p>

Clayton Echard:

Just to confirm, you're not agreeing to proceed forward with the current deals in a friendly and professional manner? And to wait to go to dinner until after we close on a deal?

Maybe: Laura Owens:

Huh?

What's the difference? I'm signing something reflecting that I can obviously wait to go to dinner until we are under contract if that's what you're asking?

I am fine to wait to go to dinner and do anything romantic again until whenever you think is appropriate and if that's after we close our first deal, that's fine

Deal?

And did you hear from the agents?

Clayton Echard:

So you will keep it professional and friendly on your end 100% of the time, until the keys are handed over and a contract is closed? You won't expect me to go on a date prior to that point and you won't bring up anything else about feelings toward one another? And you won't back out of the contracts at all, unless there's a material defect with the property?

Yes or no?

Maybe: Laura Owens:

I have proof of funds and no intentions of backing out. It would take a major material defect to make me do so. In fact, I want to buy more.

I picked you as an investment realtor and you have been nothing but phenomenal. Obviously something happened when you invited me over and I expressed to you how I was feeling. I told you that if you didn't feel like there might be something there, it would be difficult to work with you, but that I would rather stay with you because I think you have been incredibly motivating and are so on top of it.

However, there are almost 55,000 realtors in Arizona that I don't have the possibility of feelings for and who can broker my deals if you didn't want to. I have promised you I will not back out of any deal as long as you don't mislead me with pretending there may be something there just to drag it out to the close of a sale. I have even told you that before we get a drink, I will sign an agreement saying that you will continue to represent me despite what happens personally. I have just asked that you not work with me if you feel nothing is there that you want to explore because I'm trying to protect myself. I'm not asking you to do anything unethically or that could jeopardize your job and obviously want to work with you over anyone else.

Please let me know what you want to do because if you quit, which I obviously hope you won't do, I will need to figure out how to keep myself in the running on these properties and how to see more.

Clayton Echard:

I've given it more thought and I believe in my heart that there is nothing between us, nor will there ever be. The way this has all went down has shown me that we are not compatible in any way, shape or form other than friends. This entire interaction has not been good at all for my mental health, so with that being said, I will not be representing you further as a real estate agent.

I wish you the best, Laura. You are very intelligent and can definitely find an agent that will work great with you. But it is not me and my decision is 100% final. I ask that you please respect my decision and discontinue the conversation. Thank you.

Maybe: Laura Owens:

I have literally had the most stressful day with my sister going into labor a month early yesterday and have not felt myself at all.

I genuinely apologize and am in a very, very dark space right now and ask that you reconsider overnight since this is already in process.

Do I contact your agency in the morning to get them to keep pushing the deals or what's even the status? I don't even know what I'm supposed to do

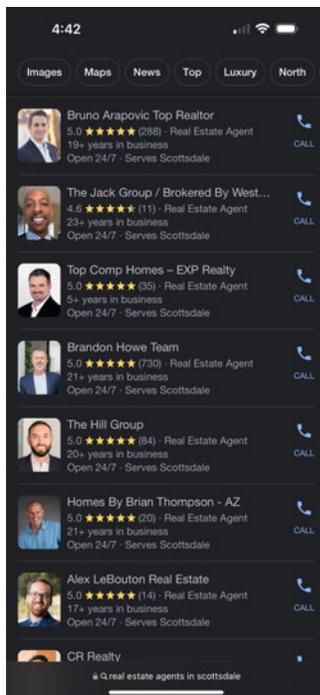
I'm genuinely panicked that you are withdrawing my offers when I don't want to lose out on either property. Please think on this overnight. I'm sorry I upset you and I could wait until close to go to dinner as more than friends. I promise. I won't change my mind.

And you said you would call tonight to explain the contracts and didn't, so I'm now scrambling to figure out what I'm even on the hook for or how they can contact me without an agent. If I don't hear back from you by the morning, I will just call your agency directly once they open cause I need to figure this out.

Clayton Echard:

You are not on the hook for either of the contracts that I drafted up.

Next steps for you would be to find a new agent. I would ask that you use a different agency because it would be easiest for everyone. You can type in "agents in Scottsdale, AZ" and a full list with google reviews will populate.



Clayton Echard:

Then, once you talk with one you like, tell them the two addresses you want to make an offer on, tell them you've already seen the properties and then they'll draft up an offer.

And give them all the terms for each property that you gave me.

Maybe: Laura Owens:

I would ask that you please reconsider pulling these offers for me and I will gladly send you an email and explain more if you'd like me to. I actually don't have the confidence to do this on my own.

Clayton Echard:

For my own mental health, I cannot work with you any longer. This decision is final.

What I'm happy to do is put you into contact with my broker. He's taught me everything I know and he can close these deals with ease. I can forward him the contracts, he will have you resign them so that he is your agent and then you will proceed forward. It's as simple as it can get. Would you like me to do that?

Maybe: Laura Owens:

I also don't want you to lose your credibility and would like to do the opposite - help you gain it. I promised you I wouldn't pull out and instead you pulled out on me after we already made an offer.

Clayton Echard:

^see above

Maybe: Laura Owens:

I am genuinely sorry.

Clayton Echard:

I can and will forgive you. I cannot hold anger in my heart, nor do I want to. So your apology is accepted.

Let me know if you'd like for me to forward you to my broker.

Maybe: Laura Owens:

Can you please simply see if the offers were accepted before you pull them?

Clayton Echard:

They have not been accepted. And they expire tonight at 8pm. So, once that time hits, the contracts are voided. I believe I can send over a contract now though to you to sign to cancel our contract together. I'll have to look into that.

Maybe: Laura Owens:

**No. I don't want you to do that.
If you're not representing me, I don't want to.**

Clayton Echard:

Ok, if that is your decision, then that is how we will proceed.

Maybe: Laura Owens:

I want you to see if they get accepted.

Clayton Echard:

For what reason? If they did, I would have you sign an agent transfer doc regardless. I do not want to be a part of these deals anymore. So, if I were you, I would resubmit your offers with my broker's info. That will be much more clean of an offer. It won't look good if I back out after an accepted contract. It would be better to start fresh. Plus, these agents have already questioned my credibility. So, going with a new agent will instill more confidence in them.

Maybe: Laura Owens:

You were fine being a part of them 14 hours ago so please listen to me when I say this.

Trust has been very, very hard for me after the drug/rape/assault incident that happened in March of 2022, which is why I hadn't been intimate or done anything with anyone since then until you. That's why it was so hard for me to believe that you actually would follow through with your word of taking me out after we close a deal. I haven't let anyone in or trusted anyone because of how misled and violated I was last year. Adding buying properties to the equation has heightened

my emotions and made me doubt myself even more. That's not fair to you, and if you give me a second chance, there won't be anything that isn't friendly or professional until we go out to dinner to celebrate and even then, if you give me a fair chance and nothing happens, then I can't ask for anything more.

Going back to trust, I don't believe real estate is meant to happen for me if my entry into it has been so awful that my agent would rather resign than represent me. I genuinely trust you and that you have my best interest at heart. I'm glad your broker has taught you a lot, but I don't know or trust him or any agency and will not be continuing this process with anyone else. I want to buy lots of properties and I trust you to get me there. If you won't accept my apology, I'll trust that God doesn't want me to do this.

Like you said, there's a chance for everything, so there is a chance to change your mind here. I have full faith and confidence in you, which should be evidenced by the fact that I won't work with anyone else. Again, I will also agree to your terms about nothing but friendly and polite until dinner. If you feel I back out on this, fine, then I'll do whatever you ask and work with your broker. But as of now, I won't. Please give me one more chance.

Clayton Echard:

I understand where you're coming from, and like I've said before, I am sorry for what all you've been through. I hope you find healing through it all.

But I stand by my decision. I will not be working with you in any capacity moving forward. I trust in God myself and I believe he is telling me to back out of all of this. So, if you feel God is telling you not to get into real estate if I don't work with you, then it sounds like God is on the same page with the outcome.

If you would like to move forward with my broker, I will put you in contact with him.

I will not be responding to any further texts from you, unless it is to transition you over to my broker.

Maybe: Laura Owens:

I have one final thing to say that I think you might find important and have nothing to lose by sharing it with you.

I have been in "a dark place" as I said yesterday and emotionally tortured since we hooked up because I felt like I didn't know how to bring this up to you, but at this point I might as well. I have not been on birth control since what happened to me about fifteen months ago. There hasn't been a reason, since as I said, I hadn't done anything with anyone since then.

Being sexually responsible was not on my radar after taking the gummy and our clothes coming off. When I went to the bathroom afterwards, some of your fluids

were "down there". In all honesty, I was planning to take Plan B when I got home, but then when you said you were going to church, I realized you had a strong faith base as well and questioned whether or not it was a sign that I should. Then, after we talked in the car, I felt even more so like both of us had a deep belief in God and like it was a sign I should just leave it up to Him and not buy it.

Obviously, my mind has ping-ponged about this since then and you were emphatic about me not bringing up anything that wasn't professional or friend-like, of which this situation is neither. I desperately wanted to figure out how to bring it up to you and thought that if we could just get together and talk openly, we could, but you didn't want that until a deal closed, which would be too late to take it. I wanted to ask you how you felt about me taking it from a religious standpoint, but we didn't get a chance to. Clearly, I was factoring in things that you weren't that made me panic and led to a total breakdown in communication.

My podcast had a fertility-test kit as a sponsor, and so yes, I know I am fertile. At this point, from my overwhelming research on Plan B since Sunday, it's most effective three days after but can still work five days out, meaning this is the last day I could take it and have a hope of it working if it needs to. If you have any thoughts about this, I'm open to hearing you out if and only if you are kind and respectful. This has been extremely stressful on me.

If I don't hear back from you, I'm not going to take Plan B. You're obviously free to think that I'm full of shit, but I'm not. I'll take it as a sign that you don't care what happens either way and will just allow God's will, whatever that is, to be the determining factor. If I do test positive in a few weeks, though, there is a ZERO percent chance of it being anyone's but yours (I'd take any test to prove it), and at that point, any input from you won't matter.

Clayton Echard:

Take the plan B. I support that.

Maybe: Laura Owens:

You have been really dismissive of my thoughts and feelings, and it's a bigger thing for me to think about now than it was when this originally happened. After all, I do want to have kids. I'm not basing what I'm doing off a two sentence response.

I'll respect you if you actually give a connection a fair shot (which you haven't), understanding that I have been in the process of a panic attack since Saturday night when I went to the bathroom and have not been myself. This has been the most agonizing week I can remember and that's why I have hammered into you that I am the worst person at making decisions.

If you don't want to go out and have a fresh start, that's fine, but I'm not willing to take into consideration your feelings for me to take the pill over my own morals.

It would have been a much easier decision for me to make a few days ago when an egg/sperm connection wouldn't have had the possibility of forming. Since time has passed, I don't feel it's really right of me to undo what God may or may not have done just because of the opinion of someone who doesn't even care for my thoughts and feelings. If I did get pregnant, I am 100% capable of raising a child, but would obviously still expect your involvement.

Again, your call. If you genuinely hate me for all of this, then we can just let God decide if anything was supposed to happen. That's totally fine with me, but I won't be taking Plan B today, and I will not be having an abortion should I be pregnant. I can't stress enough that there is a zero percent chance it would be anyone's but yours and would take a test at the soonest possible opportunity to prove that to you.

If you are genuinely a caring, kind, and forgiving man who is worthy of me taking his thoughts into consideration, and most importantly, actually wants to get to know me (and isn't just telling me so to get me to take Plan B), then show me and I'll take it with you later. I understand that you've been under a lot of stress too after what you explained happened the week before we met, so maybe you need a clean slate as well. If we give it a shot and nothing comes of it, then so be it, but at least I won't have made a decision so important to me based on someone who didn't respect me and my feelings.

No pressure either way. If I don't hear back, I'm not going to take it. I've always wanted to be a mom and so maybe this is how it was supposed to happen.

***I blocked her primary cell number at this point.**

***What follows from below is being sent from her work cell phone.**

Maybe: Laura Owens:

Hi, it's Laura and this is my work number. Having issues with my personal number when I tried to send this so I am sending from here.

Clayton Echard:

Laura, this is absolutely ridiculous. I don't believe you for a second and it's honestly sad this is what you've resorted to. You did not have my "fluids" down there. That's impossible because I was never inside you. You gave me head and that's where all the "fluids" went. Please, you're embarrassing yourself at this point. I will be blocking you on this number as well.

You need to seek professional help and I hope you will do so to take a deep dive into addressing all this trauma. I will keep you in my prayers because I know healing is possible. Just please go take the time for yourself. You will be much happier and healthier if you do that.

Maybe: Laura Owens:
Your call to wait and see.

Clayton Echard:

I hope you understand how sick this is of you to try and pull on me. You want me to stress about wondering if I impregnated you for weeks. Then, a few weeks from now, you'll send a positive pregnancy test that you've taken from online and send it to me. I won't believe it until I see a video of you with a pregnant belly. But that won't happen because I did not cum in you or even around that area.

I'm perfectly fine with leaving it up to God. Goodbye.

Maybe: Laura Owens:

I don't deserve that and I'm not pulling anything on you. To think that I would try to falsify a pregnancy test online is absolutely sick. If I'm pregnant in a few weeks, you can come to the doctor with me and I'll take a test right in front of you and have it confirmed. I'm that sure of what happened.

If it's worth it to you to treat me like this, then fine, but I'm not taking Plan B and you can be on the hook if I got pregnant. You don't know me and how much pride I take in my reputation, and to say what you have said about me and this is honestly hurtful and stressful beyond comprehension. Doesn't sound like you think I even need to take Plan B so I won't. But you're wrong.



Clayton Echard:

I'll leave it up to God's plan. I'm very certain of what happened and I know you're lying. I will not be accompanying you anywhere in a few weeks. You will have no contact with me. Just stop, Laura. Be done. Reflect upon what all you're doing. Does this seem right to you? Why would I ever want to be with someone like you that literally doesn't respect my decisions and won't give me a choice to set my boundaries. You haven't let

me set any boundaries for that matter and any that I have, you pushed through. I would never want to be with someone like that.

Please, just let it all go.

Laura, ask yourself why you're doing this. Please, reflect now. Why are you subjecting another human being to this? You're trying to destroy my mental state. When I told you I was already stressed and wanted to stop working with you, you've continued to find a way to "hold on". Why would you purposefully try and destroy someone? I don't believe you're a bad person, I just believe you're lost and confused after what all has happened. And that's ok. You've went through a lot. But that pain you feel....don't place it upon someone else. Release it healthily by addressing it as you're able to. You'll be much happier once you do. It won't be easy, but it'll be worth it. But to try and bring someone else into it all is just cruel. So please, stop. Let me go.

Maybe: Laura Owens:

I think you're confusing me with girls who come from a very different background than mine. I would never do what you've been saying I would do, which are things I have never heard of but sound like something that would happen with a very cheap girl who would want to put you on the hook for child support, which is not at all what I am after. If you think I'm trying to "hold on", you need to check your ego. One of my most serious ex-boyfriends is a tech billionaire. The other two are very, very well off. None of them would have a bad word to say about me and if I wanted to "hold on" to anyone, you think think it would be them. And I ended those relationships.

I'm not "lying" and if you think I haven't been tortured about whether or not to take Plan B, you're crazy. I've felt like I've been having a panic attack since Saturday. This is literally the only time in my life I have been intimate/dry humping/rubbing/getting fingered, etc., without being on the pill. I'm sorry that I have violated your boundaries and have literally just asked for your support and kindness so I don't feel morally bankrupt if I take Plan B at this point.

You can try to paint a picture of me in your mind as this desperate, troubled girl because that's more pleasant for you than taking me at face value. I don't do the kind of thing you're describing a girl does and I wouldn't have contacted you today if it wasn't that I am on a deadline with the pill.

Clayton Echard:

You can't keep your story straight. You were completely fine and happy when we talked on Sunday. That morning and then at the showing. And when I had that heart to heart in the car, you would have told me then if it was true. You have not been struggling with this and wondering when the "right time" to tell me was.

I'm going to give you one last chance to tell me that you are making this all up. If you do, I will have respect for you to be able to swallow your pride and take ownership for being emotional charged and coming up with a story. I am willing to forgive you for all of that.

But if you choose to stick with your current story, I will never respect you and will cut off all communication.

I know the truth. I know my truth. And you know yours. You have the choice to decide how you want to proceed. I know how I will react, as I have told you.

Maybe: Laura Owens:

Don't tell me I can't keep my story straight when I don't have one -- I have the truth, which isn't changing. I wasn't quite as high as you were and definitely remember what happened and what I felt. We were dry humping without clothes on a lot and I felt what I'm guessing was precum at the time. You were fingering me. I Googled it because I didn't know if it was possible to get pregnant without intercourse. It is.

I was trying to hold it together when I was with you because I didn't know how to bring it up. You were insistent on things being only friendly and professional until this closed, neither of which the issue is. I've basically lost my voice after what happened to me and you don't understand how difficult it would be to bring this up if you were in my position.

I thought you would be able to be mature about this and in my wildest dreams did not imagine you would accuse me of doing sick, twisted things that someone who is desperate would do. Again, you don't know how I was raised or the people I was raised by and around. "We" don't do things like what you described. This has nothing to do with who you are and I would be having exactly the same conversation with anyone else this happened to. I have absolutely no need or desire for money, but I would expect kindness and respect.

Again, I explained what would convince me to take Plan B to prevent it. If you think I'm lying and that you won't be stressing for another second about it for the next few weeks, then that's your prerogative, and it shouldn't bother you that I won't be taking it. Trying to prevent a much longer ordeal by dealing with it now, but I won't do that alone. Like I said, I would get a test done at the doctor's office if I don't get my period on time.

Blocking me and "losing respect" for me doesn't change what may have happened and the precaution I wanted to discuss taking with you for both of our sakes. If I am in fact pregnant, blocking my number won't prevent you from knowing about it. It's immature and does absolutely nothing but allow you to be temporarily ignorant about it. Please let me know if you change your mind because I believe today is the last day for it to be somewhat effective.

Clayton Echard:

You don't like how I've treated you...so why would you want me to be a part of your life? Look at how I am acting. This should show you we're not compatible. I'm showing you my true colors by expressing how I feel. And if you don't like that, I

understand. But it would make sense then to take Plan B because why would you want to potentially raise a kid with me? I would grow even more angry and spiteful. It just wouldn't be a good situation for either of us. So I would recommend taking. I'm happy to pay for it, although I know you don't need my money. But, it's the principal.

Maybe: Laura Owens:

I think we're both panicked and not in the right mindset. You're not acting great, but neither am I.

Clayton Echard:

Laura, I legitimately hate you right now. My mindset isn't going to change. I've never had someone put me through so much stress before. You've made my life so stressful since I've known you and if you decide to not take plan B and in the wild event that you are pregnant, I would hate you even more. I would pay the CS, but I would never interact with you. Because I would be so mad that you didn't just take the pill in the first place and instead decided to wreck my life. Which is what I would feel that you did because I was in a vulnerable position being insanely high and should have never had you over. I regret all of this and want it to go away. I ask that you just let this all go away and take the pill as a precaution. Please....I promise you, my hatred will only grow if you decide to put me through all of this.

I am not the man you want to be with. I am not the man that can be, nor is willing to be, the man for you. You do not want to be associated with me. My animosity would last for a lifetime and that's not something either of us want to subject ourselves to.

Maybe: Laura Owens:

I'm not taking Plan B just because it's the easy solution when I have the resources to take accountability for what happened if it did. I would do it for someone I cared about because it wasn't the right time, but I won't do it just out of convenience. That goes against my believe system. I'm not sure I even believe in it at all. If you're not willing or able to set your anger aside and do Plan B together and give this a fresh shot, I'm not willing to do it just because it's what you want and what I've been pushed into doing.

Put yourself in my shoes. You wouldn't have to deal with half the stuff I would if you were pregnant. You're not the one who would have to be the one to take Plan B alone and feel the guilt for that action.

Clayton Echard:

Then don't do it. I will never, EVER be a part of your life. Even if a kid was present...I would not say a word to you. I would not acknowledge you. I would be present for him/her, but never present around you. And that's a promise. If that's the life you want to subject yourself to, then be my guest. One thing about me is when I make up my mind for good, especially when it's rooted in anger, I don't sway. Ever

Maybe: Laura Owens:

Okay, then I won't do it.

Clayton Echard:



Maybe: Laura Owens:

Let me know if you rethink this and change your mind before the end of the night. All I wanted was someone kind and respectful with me to do it. You act like the victim here and yet I'm the one who would have all the consequences. I'm trying to be responsible.

Clayton Echard:

I am not changing my mind. You are ridiculous.

I am the victim!!! You are acting so irrational that it's scary!!! You can stop every last one of these consequences and you're choosing not to because you have lost touch with reality!

Maybe: Laura Owens:

I can deal with the consequences of my actions which is to not take Plan B. That's fine.

Clayton Echard:

So, once tonight ends, I expect to not hear from you. Because there's nothing more to talk about past the window of opportunity for plan B. So don't try texting me. I'll hear from you in 3 weeks when you try and convince me you're pregnant with my kid 😞. I mean, it's fucking hysterical how sad this is. And I'm pissed for allowing myself to even be bothered by it.

Maybe: Laura Owens:

I'm not trying to bother you about it - I'm dealing with this just as much as you are and I am trying to be responsible and take accountability for what may have happened.

I really don't understand why you're not taking me seriously or showing me any level of respect. You're also the one who backed out on deals that 100% would have closed if the offers were accepted, which doesn't help you.

Clayton Echard:

This conversation is over...for today and for all of the days to follow. You can either respect that I'm done talking and not respond, or you can continue to respond back via text. In which, I will block you on the next message. Your choice.

Maybe: Laura Owens:

Again, blocking me doesn't change what happened and it's to your detriment to do so. If I am pregnant, trust me, you will find out right away despite that, and I won't be having an abortion under any circumstances.

I'm literally stunned that you don't just want to be kind and show some caring for what I'm going through. It's not all about you. I don't deserve your hatred.

You're not hearing me when I tell you why I am struggling with this. I don't believe in abortion, and I don't believe that if conception has occurred that it's my role to decide to end it. This is a moral decision that I would be making for you. A giant sacrifice for you. And you're acting like an ass to me. How you've portrayed me is completely inaccurate and if you actually got to know me, you'd realize I'm not like the sort of nut job you described. I won't threatened into making what could be a majorly life altering decision just because you've threatened to block me. You know what I have asked.

I deserve a clean slate, as do you, and I'll take it with you and in front of you if you actually care to get to know me, which it doesn't seem like you want to do. I would consider doing this for someone I care about and who cares for me, not for someone who hates me. That pushes me the other way. Again, it's your choice and you don't need to respond impulsively. Please think.

Clayton Echard:

Nope, don't need to think. You have lost your mind and I hope YOU think about how terrible this is that you would subject me to this.

Don't worry about responding. You will be blocked by the time you read this message.

***blocked her work phone.**

***what follows below is now being sent via her email**

Maybe: Laura Owens:

Let me tell you how serious I am about all of this since you think it was a plot to "hold on" to you. If you were to tell me that we could date if I admitted to "making it up", as you called it before....I would tell you no-can-do. None of this is made up and I am genuinely panicked.

I cannot be more serious about this. Please be there for me. Thank you.

Clayton Echard:

I'm debating filing a police report. Please leave me alone.

Maybe: Laura Owens:

If you file a police report because a) I'm trying to figure out about plan B tonight and b) I'm trying to figure out the status of my offers I made last night and you won't even tell me if they are active or not, I will file a report with the AAR, which I am absolutely entitled to do but don't want to.

Can you please simply help me figure out's these issues? At least you said you would be part of the child's life if I'm pregnant and pay CS which makes me feel better not taking it. Thank you.

Clayton Echard:

No, I would file a police report for harassment and would get a protection order. These messages alone would be enough to enact one.

There has not been a response to either offer. So, in 2 hours, they will be inactive. But again, I have texts trying to transfer you over to my brokerage and you declined, so you have no case against me for the AAR. I did my due diligence.

And I looked into the rules for what a father has to provide and at the minimum, he would have to pay child support, but have no involvement other than financial. Which is exactly what I would do. Be completely absent. You would get a check in the mail and that's it. You'd never see me and I would never help other than financially. But again, you're not pregnant because I did not precome, so this is all hypothetical. It's funny you're trying to get me to believe I precame 😂😂. I can feel it when it happens and I know without a doubt that it didn't. So again, one more thing you're just making up.

Maybe: Laura Owens:

I didn't know that you didn't withdraw my offers. You said I would have to resign or resubmit, which I didn't want to do because then I wouldn't be taken seriously. I wanted to keep them active since we signed a contract. I emailed you this afternoon to get an update. No response. I just emailed your agency prior to your response to ask the status. Please keep me posted on it and tell me how I can make a counter offer. I have also checked into it with an attorney so if you want to challenge me on it being an AAR violation, go ahead. It is.

That's pretty awful about what you said you would do as a 30 year old man to an innocent child, especially since I know your reputation is important to you. Mine is too and I would be a great mom. All I have asked you for is kindness as I figure it out tonight. And it was cum of some sort. I don't know the difference between types of cum, but I know what I felt years ago when I was on the pill and my ex came inside me and it felt like that to me. I know the what I felt in and around my vagina, which would be the ultimate landing spot for it. Don't try to portray me as some nut job just because it makes you feel better.

I understand that we are both fired up because this is a highly emotional topic, but this doesn't need to be a nasty fight. We can talk civilly about this.

I would not do it unless you filed something against me, but if anyone had right to file for an order of protection/had reason for worry, it would be me. You are being nothing but cruel. You were saying that if I said I made this all up, fine, but if I said I actually was worried about being pregnant, you would block me. And then you're telling me you would be this horrible father to try to

convince me to not take Plan B. All while you're still technically my realtor for another 45 min and I doubt you'd even tell me if my offer was accepted.

I watched about half an hour of clips today from The Bachelor for the first time. I didn't know that you had such a cold side until today and was truly stunned at what I saw and experienced firsthand. You can turn this around and be nice. If you saw my message, I said I likely have until tomorrow if you want to sleep on it. I'm not taking it unless it is for good reason and don't even have it to trade tonight. Does that sound reasonable?

And can you also please tell me what happened with my offers? I see that N 76th is sale pending at \$425k....couldn't that be our offer? If you're not responding, I will just contact the listing agent.

I'll wait until 9:30 to be sure because I don't want to email them if it makes you look bad, but the EMD lender is on me now to let him know if he needs to send money. I want to close on these houses if I got them and need to know how to do that if you're not willing to help. I emailed your agency a few hours ago and have not gotten a response.



Can you please explain what he's talking about? You never sent in the offer? You said you did...

Clayton, if you can't answer me on [redacted], please connect me with your broker to ask him what happened and what the status is.

You might want to check your email regarding what I was told about Saturday night. Told you I wasn't crazy. No, I have not taken Plan B. Not responding won't change whether or not I'm pregnant and there are more public avenues to alert you to it if I am, which I don't want to use. I would rather deal with it just between us.

Re. The properties...I don't even know what to say, honestly. I feel like this whole week has been a nonstop panic attack. You are so damn talented and smart with real estate, so it crushes me to see that you self-sabotaged here when you could have done \$1.124m in deals in a week. I've had everything ready to go and you dropped the ball.

I don't want to see this happen to someone else and will report you to the AAR and your company unless you give me an explanation as to why you a) didn't submit an offer on 7609 N Lynn Oaks after you claimed you did, b) didn't tell me that you had spoken to the realtor on N 76th Street about being a backup, c) left me in the lurch about whether or not you had withdrawn my offers or were representing me in the first place, and d) refused to respond to my requests for your broker's info so I could get on top of these days.

I made offers based on your input and now I don't know even know what to do. I think I will pull out if I am going to be repped by the seller's agent and need to make a decision right now. This is just all too much.

The last thing I want to do is make you look bad and report you as a realtor, but I would be a bad human not to try to help others who want their dream home in case you decide to sabotage them as well. You tried to work against me. I know you are going through a tough time and I will listen if you want to explain why you acted as you did because despite your personal issues with me, I was owed duties from my realtor that were not provided. If you choose to ignore me, that's fine, but know that I will be taking action.

As a courtesy, I just sent you what I am going to send to your boss, Austin, if I don't hear from you by 6 because I need to figure out how to proceed from here.

I can't get myself to send it right now. I'm just extremely upset and disappointed right now and for some bizarre reason I still believe in you despite how you have acted.

Never mind, I'm sending it. I need help with properties and you said your broker is the best. You have been so cold and left me in the lurch. With the way you are acting, I would never consider getting an abortion if I'm pregnant because you can't even treat me or listen to me like I'm a human being. Being kind and understanding would have gone a long way.

Email sent to me from Laura on May 26th....

See below.

----- Forwarded message -----

From: <[REDACTED]>
Date: Fri, May 26, 2023 at 12:40 PM
Subject: Re: Option Line Contact Form - Laura

To: <[REDACTED]>

Hello Laura,

Thank you for reaching out! Yes, pregnancy is possible without penetration and while it's rare, based on what you felt after the encounter you described, you have cause for concern. If you choose to take Plan B, it is best to take it immediately after the sexual activity occurs as its effectiveness wears off with each proceeding day.

Before taking the pill, it's best to figure out when you are ovulating, which is the time during the month that you could get pregnant. You indicated that you were at that point in your cycle.

The most common adverse side effects of Plan B® One-Step are:

- heavier menstrual bleeding (31%)
- nausea (14%)
- lower abdominal pain (13%)
- fatigue (13%)
- headache (10%)
- delay of period greater than 7 days (5%)

If you don't already have a regular OB/GYN, I would recommend reaching out to your local pregnancy center for help. Here are a few near you:

Choices Pregnancy Center (116431) (3.8 mi)

16601 N 40th Street #115, Phoenix, AZ 85032

After Abortion Support, Childbirth Preparation Classes, Community Referrals/ Networking, Incentive Programs, Material Aid/Baby Supplies, Men's Program/ Mentorship, On-site Ultrasound Services (Medical Service), Parenting Classes, Peer Counseling, Pregnancy Tests (Medical Service), Sexual Integrity Program, STD Testing (Medical Service), STD Treatment (Medical Service)

Phone: [REDACTED]

Hours: Monday-Friday 9AM-4PM

Life Choices Women's Clinic (21566) (7.9 mi)

8326 N. 7th Street, Phoenix, AZ 85020

, Adoption Support, After Abortion Support, Community Referrals/Networking, Material Aid/Baby Supplies, Mobile Unit (medical/counseling), Onsite Dr- Preg Confirmation and Counseling, Peer Counseling, Self-Pregnancy Testing, Sexual Integrity Program, STD Testing (Medical Service), STD Treatment (Medical Service), On-site Ultrasound Services (Medical Service)

Phone: [REDACTED]

Hours: M 9-5 T 9-5 W 9-5 Th 9-5 F 9-5 Sat 9-1 Español: [REDACTED]

Text: [REDACTED]

Rest assured, you are not crazy to be concerned! Regardless of if you decide to take Plan B, we strongly recommend that you take a pregnancy test within two weeks of the sexual encounter.

We wish you the best of luck!

[REDACTED] We're here 24/7!

The information contained in this electronic communication and any document attached to it or transmitted within is confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. The information herein does not constitute medical or legal advice. Option Line accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided. Thank you.

To: [REDACTED]

From: [REDACTED]

Sent: May 26, 2023 at 03:26 PM EDT

Subject: Option Line Contact Form - Laura

Entry Details

Na	Laura
Zip	85254
Em	[REDACTED]
Comments	<p>Hi,</p> <p>I was wondering if you could help me figure out whether or not Plan B is something I would need to consider taking after a consensual interaction. I have not been on birth control for more than a year, nor have I done anything physical whatsoever with anyone since I went off of it. This past week, I was consensually intimate with a partner, although we did not have intercourse. We did a significant amount of, for lack of a better word, humping, with no clothing, underwear, nor a condom on. I performed oral sex on him and he came in my mouth, and he fingered me as well. When I got up to go to the bathroom, I felt fluid that should not have been present based on what we had just done.</p> <p>While this seems like a question that would be posed by a teenager, I'm more than a decade beyond those years. Like most my age, I've had intercourse enough over the years to know what is normal and what is not normal to see and feel "down there" after intimacy. This felt like that, not like what it should feel like after him going to second base on me. I finally brought it up to the man I was intimate with, who understandably had the reaction that it would be impossible to be pregnant if intercourse hadn't taken place. After looking it up and learning that it can happen without it, he said that he was sure that he didn't pre-cum when we were rubbing against each other. I don't know if it could have been pre-cum or cum I felt when I got up. All I know is that I am very familiar with what my own fluids look and feel like before, during, and after I climax, and</p>

Email sent to me that Laura drafted to send to Austin Zaback on May 26th

Hi Austin,

My name is Laura Owens and up until today, I was working with one of your agents, Clayton Echard. Despite the fact that he is a new realtor, I cannot begin to tell you how impressed I was at his knowledge of the area and what might make a good investment. This was invaluable for me as a first-time investor. I found a lender who gave me the go-ahead to put down payments on multiple seller-financed properties and believed that I was in excellent hands.

Last weekend, Clayton invited me over to his apartment when he was, to use his words, "insanely high", and we were physically intimate. This did not appear to impact our working relationship as it wasn't until after that he even showed me any properties. With his guidance, I decided to make offers on two properties at a cumulative value of \$1,124,000; one is located at 7609 N Lynn Oaks Drive and the other is at 19777 N 76th Avenue, apartment 2228. Both of my offers were at list price and very near the percentages that the seller was offered to carry. I was told that he submitted both with proof of funds from my lender on Wednesday afternoon. He had me guarantee him via text that I would not under any circumstances back out of the deals unless there was a material defect because it would make him look bad. Of course, I agreed not to, as it was my full intention to purchase the properties.

On Wednesday evening, after discussing the possibility of dating during or after the purchase of the properties, Clayton snapped and said he would no longer be representing me as my realtor. He had mentioned several times prior that he didn't feel like he or our interest was being taken seriously by the seller's agents, and so his suggestions to either pull the offer and resign it with you as my broker or get a new realtor and resubmit the offer - all less than ten hours after our offer was submitted - seemed unfathomable to me. I did not want to be seen by the homeowners as someone who was flighty, and it seemed to me like Clayton was being extremely childish and immature to pull such a move. This was the opposite of the professional I had seen up to that point.

Yesterday, an argument ensued after both the real estate incident and also a discussion about taking the Plan B pill. I was told that I could either admit to making up my concern about being pregnant or if I "[stuck] with my current story, cut off all communication". My worries were and are genuine, and because of that, I was told the following things by your Clayton:

"Laura, I legitimately hate you right now."

"...in the wild even that you are pregnant, I would hate you even more",

"I would be so mad that you didn't just take the pill in the first place and instead decided to wreck my life. Which is what I would feel that you did because I was in a vulnerable position being insanely high and should have never had you over"

"My hatred will only grow if you decide to put me through all of this."

"My animosity would last for a lifetime and that's not something either of us want to subject ourselves to."

"And I looked into the rules for what a father has to provide and at the minimum, he would have to pay child support, but have no involvement other than financial. Which is exactly what I would do. Be completely absent."

I mention this litany of insults and disgusting behavior simply because his resentment of me colored how he treated me as a client during an extremely stressful time as I waited to see if offers were accepted or not. I asked him whether or not the offers were pulled, if he had withdrawn as my agent, and if neither had happened, if he had any updates. Most of my questions were unanswered, but I was told less than two hours prior to the offers expiring at 8pm on May 25th that neither had been responded to.

After 8pm, I looked online and saw that the property on N 76th was listed as under contract as of the 24th, which was the day we made the offer. On Zillow, it appeared that the price that had been accepted was \$425,000, which was what we offered. I contacted Clayton and asked him if it was ours, then told him I would contact the listing agent, Nolan Rucker, if I didn't hear back. I also asked what the status was on the N Lynn Oaks property and said I would email the broker, Nolan Rucker, if he didn't respond. After further silence from Clayton, I contacted both of them. John told me that **Clayton never sent him the offer** and Nolan said that the sellers had taken a traditional offer, but that **Clayton** had been on top of it and **knew that we would be in first position if that offer didn't work out**. These were both contrary to what I had been told by Clayton, who made me think that our offers had been ignored. This morning, I texted Clayton to ask what was going on, but got no response. I asked him to be connected with his broker (I'm presuming you), but again, got no response.

Since Clayton hadn't e-mailed John my offer on N Lynn Oaks despite claiming he did, I sent it over to him. John said that their buyer was going to back out and that if we wanted the property, we could have it. The other agent, Nolan, had said Clayton was still in communication with him regarding my offer, so I presumed that he was still representing me in both deals. John tried to call Clayton, who gave a wrong number on the contract. I tried to communicate directly with Clayton about this, but again, both my texts and emails were ignored. Finally, Clayton connected with John to tell him that I was a former client and that he was welcome to represent me. I was stunned to be thrown to the seller's agent when I trusted Clayton and wanted to hear more about his concerns about the property. Despite the fact that my lender has the money ready to go, I don't want to proceed with the purchase if my only option is to hire a broker who has the seller's best-interest at heart. Clayton did not contact me to tell me that he had referred me to John, so I was told by John himself that he would be representing me going forward. In addition, I have no idea where things stand with the N 76th Street property and doubt that Clayton will keep me informed.

Stunned and appalled don't even begin to describe how I feel right now. I cannot imagine that your agency would want to continue to employ someone who is so flighty and throws away what would have been \$1.124m in deals over personal issues. I have the funding and would have wanted to close millions more with your company since you specialize in investment real estate. I wanted to build a whole portfolio and Clayton made me believe that I could...until he completely pulled the rug out from under me.

I had not watched Clayton on the Bachelor, but he told me he had been gaslit on the show and was traumatized by it. After the way he treated me yesterday, I pulled up

several clips from the show where three women broke down because he misled them and wasn't transparent, which is exactly how he behaved with me. He flipped a switch and was cold as ice. I only mention this behavior because I believe it is indicative of how he treats other people, and since so much of real estate is relationships, you should know that he can build them up fast and tear them down even faster. In my opinion, he has been cruel, vindictive, and manipulative, which will make your business suffer. You have already lost me as a client (although I unsuccessfully tried to get you as my broker this morning) and I'm sure he will act in his own self-interest in his dealings with others.

I've been struggling to hit "send" on this email because I want to believe that Clayton is the agent that I saw at the beginning of the process and who I'm sure you see every day. I cannot say enough how brilliant and naturally gifted I think he is and know he would be an amazing asset to your company if he didn't have another side to him. You've probably never seen it and maybe this will fall on deaf ears, but as a business owner myself, I would want to know if I had an employee who was losing me millions of dollars of deals out of spite, and mainly because I wouldn't take Plan B. I don't know if he's either a tremendous asset or a huge liability.

I appreciate your taking the time to read this email. If you have further questions, you are welcome to email me at [REDACTED] or call me at [REDACTED]. I'd even still be open to working with Clayton if he could be the agent he was when I first met him because I truly trust his opinion.

All the best

Message Details**Message ID**

723994

Sender Type

Licensed Individual

License Number

SA707472000

Sender

CLAYTON ECHARD

Sender Email

[REDACTED]

Sender Phone

[REDACTED]

Date Sent

9/13/2023 8:14:04 AM

Subject

Investigations

Reply Status

Not Replied

Reply Status Date**Reply Status User****Message**

I never sent over that contract. I had it in my email drafts ready to send, which I can provide proof of. But I sensed that Laura wasnt going to follow through with the deals unless I took her on a date, as referenced on the Laura Owens Transcript. She ended up confirming a couple hours later that day that she couldnt move forward with the deals unless I were to give her a chance. So, my intuition was right. She did submit the contract herself to that agent and could have taken over that deal as well. But it is my understanding that that other deal was already under contract. I did not ask for further details from the listing agent, as I was more focused on finding Laura a new agent to represent her. My broker, Cathy Swann also was in contact with her at this point and offered up options for realtors, but Laura declined them all. Cathy should have those emails to reference if needed. Laura is currently threatening to go public to Page Six to publish an article about this pregnancy she is claiming is real, but has provided no proof. I hope you all can see, through the many messages, that she is trying to force me to date her through filing claim after claim. She just recently emailed me saying shed drop the case with you all if I were to reopen communication with her. I can provide proof of that. My point is this isnt about her losing out on deals. This is about her trying to strong-arm me into communicating with her and dating her, which I absolutely will not do. I hope you all are able to see that this is not a cut and dry case. The context is unique and hopefully is being considered greatly. I had no intention of wrongdoing. As a newer agent (only 1 month in at the time), I was just trying to keep things professional and not waste any other agents time by bringing a buyer to them that was not serious about moving forward with a deal.

Thank you for providing information for the Department to investigate the case.

Ms. Owens claims she made offers on 2 properties.

I see the evidence you provided on presenting the property on Lynn Oaks.

Do you have proof that you submitted an offer to the listing agent for the property 19777 N. 76th St. #2228?

If so, please send it to us so we can close this case.

Thank you,

ADRE

Conversation Details

Conversation ID

267459

Status

Open

Subject

Investigations

Date Created

8/31/2023 11:00:51 AM

Assigned Employee

Kathy Van Fredenberg

Issue Resolved

No

Notes

Attachments

records per page

Description	Name	Size (KB)	Date Added
No data available in table			

Showing 0 to 0 of 0 entries

← Previous Next →

Records ▼ ☰

records per page

Record No	Name 1	Name 2	Status	Type	Email	SSN	Description
No data available in table							

Showing 0 to 0 of 0 entries

← Previous Next →

Payment Requests

records per page

Payment Request ID	Purpose	Description	Status	Date Created
No data available in table				

Showing 0 to 0 of 0 entries

← Previous Next →

Work Items

10 records per page

Q

Work Item ID	Subject	Description	Status	Assigned	Date Created	Date Due	Date Last Updated
No data available in table							

Showing 0 to 0 of 0 entries

← Previous Next →

Action Log

10 records per page

Q

Session	User Name	Action Date	Detail
10277893	CLAYTON ECHARD	9/13/2023 8:14:04 AM	Create message regarding Reply: Investigations
10277893	CLAYTON ECHARD	9/13/2023 8:14:04 AM	

Showing 1 to 2 of 2 entries

← Previous 1 Next →

Ok (/Lms/MessageCenter/Message/NavigateBackTo?backUrl=~%2FMessageCenter%2FMessage%2FViewMessages)



This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. Read the entire contract *before* you sign it.**
- 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).**
- This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. Review the Inspection Paragraph (see Section 6a).**
- If important to you, hire a qualified:
- General home inspector
 - Heating/cooling inspector
 - Mold inspector
 - Pest inspector
 - Pool inspector
 - Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).**
- It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
- 6. Read the title commitment within five (5) days of receipt (see Section 3c).**
- 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.**
- 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. ***Always independently confirm wiring instructions prior to wiring any money.*** Do not email or transmit documents that show bank account numbers or personal identification information.

Buyer's Check List

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

- 1a. 1. BUYER: LizMax Investments LLC
BUYER'S NAME(S)
- 2. SELLER: KURT BIEDERMAN BIEDERMAN ENTERPRISE LLC 401K PLAN or as identified in section 9c.
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: 19777 N 76Th St Apt 2228 Assessor's #: 212-46-530
- 6. City: Scottsdale County: Maricopa AZ, Zip Code: 85255-3820
- 7. Legal Description: LOT 2228 VENU AT GRAYHAWK CONDOMINIUM MCR 067243
- 8. _____
- 9. _____
- 1c. 10. \$ 425,000.00 Full Purchase Price, paid as outlined below
- 11. \$ 4,250.00 Earnest Money To be applied to down payment
- 12. \$ 76,500.00 Down payment (to be paid by private lender)
- 13. \$ 348,500.00 Loan Amount (to be seller financed)
- 14. _____
- 15. _____
- 16. _____
- 17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____
- 18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.
- 19. IF THIS IS AN ALL CASH SALE: A Letter of Credit or a source of funds from a financial institution documenting the availability of
- 20. funds to close escrow is attached hereto.
- 1d. 21. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 24. June 27, 2023 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
- 25. COE shall occur on the next day that both are open for business.
- 26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
- 28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
- 29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
- 30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
- 31. All funds are to be in U.S. currency.
- 1e. 32. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
- 33. system/alarms, and all common area facilities to Buyer at COE or _____.
- 34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
- 35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. Addenda Incorporated: Additional Clause Buyer Contingency Domestic Water Well H.O.A.
- 37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale
- 38. Solar Addendum Other: _____

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SELLER SELLER

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Initials>

BUYER BUYER

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- 1g. 39. **Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- 42. • built-in appliances, ceiling fans and remotes • media antennas/satellite dishes (affixed) • storage sheds
 - 43. • central vacuum, hose, and attachments • outdoor fountains and lighting • storm windows and doors
 - 44. • draperies and other window coverings • outdoor landscaping (i.e., shrubbery, trees and unpotted plants) • stoves: gas-log, pellet, wood-burning
 - 45. • fireplace equipment (affixed) • shutters and awnings • timers (affixed)
 - 46. • floor coverings (affixed) • smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) • towel, curtain and drapery rods
 - 47. • free-standing range/oven • wall mounted TV brackets and hardware (excluding TVs)
 - 48. • garage door openers and remotes • water-misting systems
 - 49. • light fixtures • window and door screens, sun shades
 - 50. • mailbox • speakers (flush-mounted)
51. If owned by Seller, the following items also are included in this sale:
- 52. • affixed alternate power systems serving the Premises (i.e., solar) • in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) • security and/or fire systems and/or alarms
 - 53. • water purification systems
 - 54. • water softeners
55. **Additional existing personal property included in this sale (if checked):**
56. refrigerator (description): Kenmore (Model #: 253.7050561A) as seen in property on 05/21/23
57. washer (description): Samsung VRTplus as seen in property on 05/21/23
58. dryer (description): As seen in MLS pictures and property on 05/21/23
59. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. other personal property not otherwise addressed (description): _____
62. other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no**
64. **monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the
67. notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. **Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the**
73. **COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan**
74. **approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or**
75. **Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. 83. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. 87. **Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.

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SELLER SELLER

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BUYER BUYER

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- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback _____
98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer 0 % of the Purchase Price OR \$ 0.00 (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by Buyer Seller Other _____
112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee will will not
113. be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be
114. performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

117. American Title Service Agency - Eileen Brown
ESCROW/TITLE COMPANY

118. 2225 W. Whispering Wind Dr., #101 Phoenix AZ 85085
ADDRESS CITY STATE ZIP

119. [REDACTED] [REDACTED] 602-424-7241
EMAIL PHONE FAX

3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.

3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

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- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
- 173. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
- 175. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
- 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** _____ BUYER BUYER

182. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** LO BUYER BUYER

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
- 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
- 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
- 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
- 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
- 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
- 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
- 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied,
- 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
- 194. the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will
- 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
- 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
- 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
- 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
- 199. improvements will be addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
- 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
- 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
- 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
- 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
- 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
- 206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
- 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
- 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
- 210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**
- 211. _____
- 212. _____

6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
- 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
- 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
- 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
- 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
- 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
- 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
- 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
- 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
- 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
- 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
- 224. *Advisory* to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
- 226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
- 227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
- 229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
- 230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
- 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
- 232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
- 234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
- 235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
- 236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**
238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**
239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:

242. sewer system conventional septic system alternative system

243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION**

244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility

245. Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
250. of the Arizona Department of Health Services approved private pool safety notice.

251. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**
253. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING**
254. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**
255. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**
256. **SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY**
257. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**
258. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

259. (BUYER'S INITIALS REQUIRED) CO BUYER BUYER

6i. 260. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
263. provided in a single notice.

6j. 264. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
265. signed notice of the items disapproved and state in the notice that Buyer elects to either:

- 266. (1) Immediately cancel this Contract, in which case:
 - 267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.
 - 268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
 - 269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
 - 270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
 - 271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
 - 272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. **OR**

- 274. (2) Provide Seller an opportunity to correct or address the items disapproved, in which case:
 - 275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
 - 276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
 - 277. Seller's refusal to correct or address any of the items disapproved.
 - 278. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a**
 - 279. **workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days**
 - 280. **or _____ days prior to the COE Date.**
 - 281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
 - 282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
 - 283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 - 284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

285. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will extend
286. response times or cancellation rights.

287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN**
288. **THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
289. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

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8. ADDITIONAL TERMS AND CONDITIONS

Proposed Seller Financing Terms:

- 8a. 344. - 18% downpayment from buyer (private lender), 82% seller finance
- 345. - 15-year seller carryback duration, 30-year amortization schedule with balloon
- 346. payment taking place 15 years from contract acceptance (05/31/2038)
- 347. - 3% interest rate
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- 8b. 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i. 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 434. (SELLER'S INITIALS REQUIRED) _____ (BUYER'S INITIALS REQUIRED) CO _____
SELLER SELLER BUYER BUYER
- 8o. 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by May 25, 2023 at 8 ^x a.m./p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

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8q. 443. Broker on behalf of Buyer:

444. Clayton R Echard ce228 SA707472000
445. Austin Zaback az115 SA661180000
446. eXp Realty 147041676
447. 16430 N Scottsdale Rd, #125 Scottsdale AZ 85254 LC634213048
448. [Redacted] [Redacted]

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. [X] Buyer; [] Seller; or [] both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

452. [Redacted]
453. Laura Owens 05/24/2023
454. LizMax Investments LLC
455. ADDRESS
456. CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

458. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
459. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
460. PRINT FIRM NAME FIRM MLS CODE
461. FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
462. PREFERRED TELEPHONE FAX EMAIL

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. [] Seller; or [] both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. [] Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
470. KURT BIEDERMAN BIEDERMAN ENTERPRISE LLC 401K PLAN
471. ADDRESS ADDRESS
472. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

473. [] OFFER REJECTED BY SELLER: MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only: Brokerage File/Log No. Manager's Initials Broker's Initials Date MO/DA/YR

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") eXp Realty
- 2. acting through Clayton R Echard Austin Zaback
LICENSEE'S NAME LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 32. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 33. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

- 34. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

- 46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
- 47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

- 48. **LizMax Investments LLC**
- 49. Laura Owens 05/24/2023
^ PRINT NAME ^ PRINT NAME
^ SIGNATURE MO/DA/YR ^ SIGNATURE MO/DA/YR



PO Box 4070
Castaic, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
[REDACTED]	03/13/23 thru 04/12/23	1 of 2

Rec

ACCOUNT BALANCE SUMMARY

Savings	
Checking	
Money Market	\$448,618.25
Certificates	-
IRAs	-
Vehicle Loans	-
Home Equity	-
Mortgage	-
ReadyLine & Other Loans	-



Your Relationship Rewards
tier for
APRIL is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$0.90

Transaction Date	Post Date	Transaction Description	Amount	New Balance
04/01		Previous Balance		
04/01		Deposit Dividend Tiered Rate	0.23	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.300%		
		Based on an Average Daily Balance of \$ 913.91		
04/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$20.01

Transaction Date	Post Date	Transaction Description	Amount
04/03	03/28	Previous Balance	
04/01		Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
04/01		Deposit Dividend 0.200%	
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 0.200%	
		Based on an Average Daily Balance of \$ 29,542.94	
04/11		Processed Check - CAPITAL ONE ARC: CHECK PYMT #1230	
04/12		Ending Balance	

PREMIER CHECKING

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e Indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT	CHECK#	DATE	AMOUNT
--------	------	--------	--------	------	--------	--------	------	--------

MONEY MARKET CHECKING (ID 40)

Previous Balance:	\$447,828.96	Dividends Earned in 2023:	\$2,861.38
1 Deposits/Credits:	+ \$789.29		
0 Withdrawals/Debits:	- \$0.00		
New Balance:	\$448,618.25		

Transaction Date	Post Date	Transaction Description	Amount
		Previous Balance	\$ 447,828.96
04/01		Deposit Dividend Tiered Rate	789.29
		Annual Percentage Yield Earned (APYE) For Period 03/01 - 03/31: 2.100%	
		Based on an Average Daily Balance of \$ 447,639.74	
04/12		Ending Balance	\$ 448,618.25

Dividend and Interest Summary YTD

Taxable (non-IRA) Dividends Earned: \$2,882.29

Additional names on account:

Name: Relationship:
Beneficiary



Federally Insured by NCUA

You should review your account balances and transactions regularly. If you discover any discrepancies, please inform us immediately. You can reach us at (800) 328-5328. If you have unresolved concerns after calling us, you can report them directly to our Supervisory Committee by U.S. mail at P.O. Box 4064 Castaic, CA 91310.



PO Box 4070
Castro, CA 91310

800.328.5328
818.565.2020
www.lfcu.com

Statement of Account

Account No.	Statement Period	Page
[REDACTED]	04/13/23 thru 05/12/23	1 of 2

Savings	\$914.35
Checking	\$17,162.06
Money Market	\$449,970.88
Certificates	-
IRAs	-
Vehicle Loans	-
Home Equity	-
Mortgage	-
ReadyLine & Other Loans	-



Your Relationship Rewards tier for MAY is:
PLATINUM

Rebates this month: \$0.00
Rebates YTD: \$0.00

STOP THE PAPER. GET \$5.

There's a lot to like about paperless electronic statements: they're **SAFE**, secure, and never get lost or stolen in the mail. Plus, when you switch to e-Statements by June 30, 2023 you'll get \$5. Go to www.lfcu.com and make the switch today!

Logix Member e-Statement Bonus Offer - Limited to one (1) \$5 bonus payment per membership. Only new registrations qualify for the \$5 bonus payment. e-Statement bonus payment may not be combined with other Logix cash bonus offers. Bonus payment will be deposited into the member's Logix savings account within approximately 30 days of enrolling. Promotion ends 6/30/2023; subject to change or cancellation without notice.

SAVINGS

Previous Balance:
1 Deposits/Credits:
0 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$1.11

Transaction Date	Post Date	Transaction Description	Amount	New Balance
05/01		Previous Balance		
		Deposit Dividend Tiered Rate	0.21	
		<small>Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.280% Based on an Average Daily Balance of \$ 914.14</small>		
05/12		Ending Balance		

PREMIER CHECKING

Previous Balance:
2 Deposits/Credits:
3 Withdrawals/Debits:
New Balance:

Dividends Earned in 2023: \$24.02

Transaction Date	Post Date	Transaction Description	Amount
04/17		Previous Balance	
		Processed Check - DISCOVER ARC: PAYMENTS #1231	
05/01	04/25	Deposit ACH RRB TREAS 310: XXRR RET CO: RRB TREAS 310	
05/01		Deposit Dividend 0.200%	
		<small>Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 0.200% Based on an Average Daily Balance of \$ 24,235.23</small>	
05/12		Ending Balance	

PREMIER CHECKING (ID 09)

(continued)

Summary of Cleared Checks: * Indicates check number out of sequence.

e Indicates check converted to electronic payment by payee. Item appears here and above, but was only debited once.

/	c	/	c	/
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MONEY MARKET CHECKING

Previous Balance: \$448,618.25
2 Deposits/Credits: + \$1,352.63
0 Withdrawals/Debits: - \$0.00
New Balance: \$449,970.88

Dividends Earned in 2023: \$3,627.42

<u>Transaction Date</u>	<u>Post Date</u>	<u>Transaction Description</u>	<u>Amount</u>
		Previous Balance	\$ 448,618.25
04/15		Deposit by Check	586.59 ✓
05/01		Deposit Dividend Tiered Rate	766.04 ✓
		Annual Percentage Yield Earned (APYE) For Period 04/01 - 04/30: 2.100% Based on an Average Daily Balance of \$ 448,931.10	
05/12		Ending Balance	\$ 449,970.88

Dividend and Interest Summary YTD

Additional names on account:

Taxable (non-IRA) Dividends Earned: \$3,652.55

Name: _____ **Relationship:** _____
Beneficiary



Federally Insured by NCUA



Clayton Echard

Official Offer for 19777 N 76th St., #2228

To:

Drafts -

May 24, 2023 at 3:07 PM



Nolan,

Attached is a purchase contract for 19777 N 76th St. I will send you a text here shortly to confirm. Please do not hesitate to reach out with any questions.



Laura Owens -
19777...22).pdf

Best,

Clayton Echard

Message Details

Message ID 724102
Sender Type Licensed Individual
License Number SA707472000
Sender CLAYTON ECHARD
Sender Email [REDACTED]
Sender Phone [REDACTED]
Date Sent 9/13/2023 11:28:17 AM
Subject Investigations
Reply Status Not Replied
Reply Status Date
Reply Status User
Message Here is a screenshot of the purchase contract that is still in my email drafts, as well as the official purchase contract that Laura had signed.

Thank you for getting back to me so quickly.

Yes, if you can provide proof that you had the signed offer from Ms. Owens that will be helpful.

Please send it over.

Thank you,

ADRE

I never sent over that contract. I had it in my email drafts ready to send, which I can provide proof of. But I sensed that Laura wasnt going to follow through with the deals unless I took her on a date, as referenced on the Laura Owens Transcript. She ended up confirming a couple hours later that day that she couldnt move forward with the deals unless I were to give her a chance. So, my intuition was right. She did submit the contract herself to that agent and could have taken over that deal as well. But it is my understanding that that other deal was already under contract. I did not ask for further details from the listing agent, as I was more focused on finding Laura a new agent to represent her. My broker, Cathy Swann also was in contact with her at this point and offered up options for realtors, but Laura declined them all. Cathy should have those emails to reference if needed. Laura is currently threatening to go public to Page Six to publish an article about this pregnancy she is claiming is real, but has provided no proof. I hope you all can see, through the many messages, that she is trying to force me to date her through filing claim after claim. She just recently emailed me saying

shed drop the case with you all if I were to reopen communication with her. I can provide proof of that. My point is this isnt about her losing out on deals. This is about her trying to strong-arm me into communicating with her and dating her, which I absolutely will not do. I hope you all are able to see that this is not a cut and dry case. The context is unique and hopefully is being considered greatly. I had no intention of wrongdoing. As a newer agent (only 1 month in at the time), I was just trying to keep things professional and not waste any other agents time by bringing a buyer to them that was not serious about moving forward with a deal.

Thank you for providing information for the Department to investigate the case.

Ms. Owens claims she made offers on 2 properties.

I see the evidence you provided on presenting the property on Lynn Oaks.

Do you have proof that you submitted an offer to the listing agent for the property 19777 N. 76th St. #2228?

If so, please send it to us so we can close this case.

Thank you,

ADRE

Conversation Details

Conversation ID	267459
Status	Open
Subject	Investigations
Date Created	8/31/2023 11:00:51 AM
Assigned Employee	Kathy Van Fredenberg
Issue Resolved	No
Notes	

Attachments

10 records per page

Description	Name	Size (KB)	Date Added
Message ID 724102 Attachment	Laura Owens - 19777 N 76th St, 2228 - Residential Purchase Contract (102022).pdf	998	9/13/2023 11:28:17 AM
Message ID 724102 Attachment	Purchase Contract Email Draft for Laura Owens.png	120	9/13/2023 11:28:17 AM

Showing 1 to 2 of 2 entries

Records



records per page

Record No	Name 1	Name 2	Status	Type	Email	SSN	Description
No data available in table							

Showing 0 to 0 of 0 entries

Payment Requests

records per page

Payment Request ID	Purpose	Description	Status	Date Created
No data available in table				

Showing 0 to 0 of 0 entries

← Previous Next →

Work Items

10 records per page

Work Item ID	Subject	Description	Status	Assigned	Date Created	Date Due	Date Last Updated
No data available in table							

Showing 0 to 0 of 0 entries

← Previous Next →

Action Log

10 records per page

Session	User Name	Action Date	Detail
10278807	CLAYTON ECHARD	9/13/2023 11:28:17 AM	Create message regarding Reply: Investigations
10278807	CLAYTON ECHARD	9/13/2023 11:28:17 AM	

Showing 1 to 2 of 2 entries

← Previous 1 Next →

Ok (/Lms/MessageCenter/Message/NavigateBackTo?backUrl=~%2FMessageCenter%2FMessage%2FViewMessages)



Richard V. Mack
Direct: [REDACTED]

September 14, 2023

VIA ADRE MESSAGE CENTER

Kathy Van Fredenberg
Arizona Department of Real Estate
100 North 15th Avenue, Suite 201
Phoenix, Arizona 85007
www.azre.gov

Re: C23-000391 - *Complaint filed by Laura Owens*

Dear Ms. Van Fredenberg,

This firm represents Catherine Swann in connection with the above-referenced matter. Please accept this letter as Ms. Swann's response to your letter dated August 31, 2023. Your letter specifically asks for information related to Ms. Swann's prior knowledge of the events giving rise to the complaint by Laura Owens against eXp agent Clayton Echard.

Mr. Echard obtained his real estate license on March 14, 2023, and joined eXp as an independent contractor on March 28, 2023. We have had no negative experiences or consumer complaints about Mr. Echard prior to the subject complaint.

Mr. Echard advised Ms. Swann of the situation on Friday May 26, 2023. Mr. Echard's description of the events was consistent with the information he has provided the Department of Real Estate through this complaint process. Based on the circumstances, Ms. Swann decided that Ms. Owens should be represented by a licensee other than Mr. Echard. Ms. Swann advised Mr. Echard she would address the situation the following week.

Ms. Swann then received a lengthy email from Ms. Owens on the evening of May 28, 2023, explaining her position. May 28th was the Sunday of the Memorial Day weekend. Ms. Swann responded to Ms. Owens the next business day- May 30th- at 7:57 a.m., asking for input as to how she would like to resolve the matter. (See email string attached as Exhibit A.) Ms. Owens then emailed Ms. Swann again the evening of May 30th. Ms. Swann responded the next morning offering to refer her to another agent licensed with eXp. (See Exhibit A.) Ms. Swann ultimately referred Ms. Owens to another licensee at eXp. In spite of multiple follow up communications from that agent, Ms. Owens did not engage. Mr. Echard also referred Ms. Owens to licensee John Izzo to assist her. She refused to engage with Mr. Izzo as well. As part of this complaint process, our firm researched any real property Ms. Owens may have purchased, which would corroborate her stated desire to invest in Arizona real estate. However, Ms. Owens has not purchased any real property in Maricopa County in 2023.



Ms. Swann advised Mr. Echard that as a condition of him maintaining his license with eXp, he could not engage in a romantic or physical relationship with a client. Ms. Swann and eXp believe Mr. Echard will follow that directive. He regrets his interactions with Ms. Owens and appears to be sincerely remorseful.

As set forth above, Ms. Swann exercised reasonable supervision. She was unaware of any potential problems or concerns and had no reason to believe there would be any problems with Mr. Echard's behavior. When the matter was brought to her attention first by Mr. Echard, then by Ms. Owens, she promptly arranged to terminate the business relationship between the two of them. In spite of Ms. Swann's efforts, Ms. Owens decided against accepting the referrals to other licensees to represent her. Consequently, there is no factual or legal basis to find that Ms. Swann failed to supervise Mr. Echard.

Very truly yours,

ZELMS ERLICH & MACK

A handwritten signature in black ink, appearing to read 'R.V. Mack'.

Richard V. Mack, Esq.

Enclosed: Exhibit A

EXHIBIT A



Cathy Swann <[REDACTED]>

Dispute with realtor Clayton Zaback

8 messages

Laura Owens <[REDACTED]>

Sun, May 28, 2023 at 7:36 PM

To: [REDACTED]

Cc: [REDACTED]

Hi Catherine,

My name is Laura Owens and I found that you were listed as the Designated Broker for Clayton Echard. I originally sent this email on Friday to Austin Zaback, believing he was the one overseeing Clayton's employment, but I believe I was wrong and did not receive a response. Despite the fact that Clayton is a new realtor, I cannot begin to tell you how impressed I was at his knowledge of the area and what might make a good investment. This was invaluable for me as a first-time investor who lacked not just experience, but confidence. I found a lender who gave me the go-ahead to put down payments on multiple seller-financed properties and believed that I was in excellent hands.

Last weekend, Clayton invited me over to his apartment. We were physically intimate. This did not appear to impact our working relationship whatsoever as it wasn't until after that he even showed me any properties. With his guidance, I decided to make offers on two properties at a cumulative value of \$1,124,000: one at 7609 N Lynn Oaks Drive and the other at 19777 N 76th Avenue, apartment 2228. Both of my offers were at list price and our down payment was at or even more than what the sellers offered to carry. I was told that he submitted both with proof of funds from my lender on Wednesday afternoon. He had me guarantee him via text that I would not under any circumstances back out of the deals unless there was a material defect because it would make him look bad. Of course, I agreed not to, as it was my full intention to purchase the properties. Our offers were to expire the following evening.

On Wednesday evening, after discussing the possibility of dating during or after the purchase of the properties, Clayton snapped and said he would no longer be representing me as my realtor. He had mentioned several times prior that he didn't feel like he or our interest was being taken seriously by the seller's agents, and so his suggestions to either pull the offer or resubmit it with another realtor - all less than ten hours after our offer was submitted - seemed unfathomable to me. I did not want to be seen by the homeowners as someone who was flighty, and it seemed to me like Clayton was being extremely childish and immature to pull such a move. This was the opposite of the professional I had seen up to that point.

On Thursday, an argument ensued after Clayton's lack of transparency about where things stood with the properties (and whether or not he was representing me), as well as an argument about taking the Plan B pill. I hate to bring that up, as I know it's very personal, but I believe it is relevant simply because my decision should not have clouded Clayton's duties to me as his client while we had active offers. I was subjected to hours of insults during an extremely stressful time as I waited to see if offers were accepted or not. I asked him whether or not he had pulled them, if he had withdrawn as my agent, and if neither had happened and he still represented me, if he had any updates. Most of my questions were unanswered, but I was told less than two hours prior to the offers expiring at 8pm on May 25th that neither had been responded to.

After 8pm, I looked online and saw that the property on N 76th was listed as under contract as of the 24th, which was the day we made the offer. On Zillow, it appeared that the price that had been accepted was \$425,000, which was what we offered. I contacted Clayton again and asked him if it was ours, then told him I would contact the listing agent, Nolan Rucker, if I didn't hear back. I also asked what the status was on the N Lynn Oaks property and said I would email the broker, John Izzo, if he didn't respond. After further silence from Clayton, I contacted both of them. John told me that **Clayton never sent him the offer** and Nolan said that the sellers had taken a

traditional offer, but that, to my surprise, **Clayton** had been on top of it and **knew that we would be in first position if that offer didn't work out**. These were both contrary to what I had been told, as the last thing he said was that our offers had been ignored. On Friday morning, I texted Clayton to ask what was going on, but got no response. I asked him to be connected with his broker, who I presumed to be Austin Zaback, but again, got no response.

Since Clayton hadn't e-mailed John my offer on N Lynn Oaks despite claiming he did, I sent it over. John said he didn't understand why Clayton hadn't sent it over because it was a great offer. He said that their buyer was going to back out and that if we wanted the property, we could have it if we acted quickly. The other agent, Nolan, had said Clayton was still in communication with him regarding my offer, so I presumed that he was still representing me in both deals. John tried to call Clayton, who gave a wrong number on the contract I sent over. I tried to communicate directly with Clayton about this, but again, both my texts and emails were ignored. Finally, Clayton connected with John to tell him that I was a former client and that he was welcome to represent me. I was stunned to be thrown to the seller's agent when I trusted Clayton and wanted to hear more about his concerns about the property. Despite the fact that my funding for the deal had been secured, I didn't want to proceed with the purchase if my only option was to hire a broker who likely had the seller's best-interest at heart. Clayton did not contact me to tell me that he had referred me to John, so I was told by John himself that he would be representing me going forward. In addition, I still have no idea where things stand with the N 76th Street property and doubt that Clayton will keep me informed.

Stunned and appalled don't even begin to describe how I feel right now. I cannot imagine that your company would want to continue to employ someone who is so flighty and throws away what would have been \$1.124m in deals over personal issues. I have a strong group of lenders behind me and would have looked forward to closing millions more with Clayton since it seemed like he "got" me and understood what I was looking for in investment properties. I'm stunned that he chose to pull the rug out from under me and sabotage my deals because of a personal vendetta against me.

I had not watched Clayton on the Bachelor last year, but he told me he had been gaslit on the show and was traumatized by it. I believed him. But, after the way he treated me on Thursday, I pulled up several clips from the show where three women broke down because he misled them and wasn't transparent, which is exactly how he behaved with me. He flipped a switch and was cold as ice. I was stunned that there were several articles about him where therapists and behavioral experts talked about how his treatment of the women on the show was a perfect example of gaslighting. I only mention this behavior because I believe it is indicative of how he treats other people, and since so much of real estate is relationships, you should know that he can build them up fast and tear them down even faster. In my opinion, he has been cruel, vindictive, and manipulative, which will make your business suffer. It pains me to say that I'm sure he will act in his own self-interest in his dealings with others.

I've been struggling to hit "send" on this email because I want to believe that Clayton is the agent that I saw at the beginning of the process and who I'm sure you've seen. I cannot say enough how brilliant and naturally gifted I think he is and know he would be an amazing asset to any company if he didn't have another side to him. You've probably never seen it and maybe this will fall on deaf ears, but as a business owner myself, I would want to know if I had an employee who was losing me millions of dollars of deals out of spite. I don't know if he's either a tremendous asset or a huge liability, and maybe it depends on the day. I was so excited to have him representing me, but have been so disheartened with what has transpired.

I'd still be open to working with Clayton if he could be the agent he was when I first met him because I *truly* trusted his opinion. However, it seems like he has stopped all communication and I will not receive any further updates from him regarding the property on N 76th Street that I made an offer on. I don't know what he is telling the agent who he is in communication with, but I am out of the loop.

I planned to file a complaint with the ADRE and/or the AAR, as I know that his conduct has been undoubtedly unacceptable, but read that I should try to resolve this with his Designated Broker first. I've been nervous and on edge this week because I put my trust in my realtor and he ended up working against me. I really appreciate your taking the time to read this email. If you have further questions, you are welcome to email me at [REDACTED] or call me at [REDACTED]

All the best,



Laura Owens

Nobody Told Me! | Quartet Farms | TEDx talk



Phone [REDACTED]

Email [REDACTED]

Cathy Swann <[REDACTED]>

Tue, May 30, 2023 at 7:57 AM

To: Laura Owens <[REDACTED]>

Cc: [REDACTED]

Good morning, Laura,
Thank you for your email.
What would be an acceptable resolution of this for you?

[Quoted text hidden]

Laura Owens <[REDACTED]>

Tue, May 30, 2023 at 7:49 PM

To: Cathy Swann <[REDACTED]>

Cc: [REDACTED]

Thank you for your response. There are several questions that I would like answers to.

- Why did he have me fill out the paperwork to make an offer on N Lynn Oaks and never submit it? He didn't reply when I asked him what was going on. It seemed like a deliberate move and I don't know why.
 - Once the realtor told me that Clayton hadn't submitted it, why didn't he immediately do so? Once I sent it over myself, the realtor also said that the number Clayton listed on it was a number that was not in service.
 - Why didn't he just transfer me over to a broker who would represent my best interest when I asked him several times to instead of telling the seller's agent that he could "take over the contract"?
- Why did he tell me that neither of the realtors had gotten back to him about the offers when the realtor on N Lynn Oaks said that Clayton knew what was going on with us being the first backup AND that he was really on top of it?
- It's my understanding that he broke just about every ethical code in the way he conducted himself last Wednesday night. He knew that the supposed offers he made were only good for 24 hours. I had proof of funds and guaranteed him I would not back out of the deals. Could he really not have at least represented me for less than those 24 hours until we knew what was going on with the offers?
- What is the status of the property on N 76th? Am I still the first backup offer?

I feel like I'm stuck between a rock and a hard place. I want to be represented by a realtor who knows investment properties and has a good eye for things. As I have tried and tried to find another realtor over the past few days, I have not found one who I believe understood what I have been looking for like Clayton did. He gave me a tremendous amount of confidence in what I was doing and he wasn't trying to sell me a property just for the sake of selling it.

If I were to summarize what I really want from Clayton, it's an answer about why he lied to me about the properties. I know he's a new realtor, so if he were to say these were mistakes but he wanted to make it right and continue to work on my behalf, I would understand. That would be an acceptable solution.

He dropped me as a client *after* he supposedly made these offers. He would need to provide a *really* good reason for why the offer on N Lynn Oaks wasn't submitted after he had me sign it, why he lied to me about not hearing anything on N 76th, etc., and why he stopped communication during what was the most nerve-wracking 24 hours of my life (as a potential first time homebuyer making two offers on houses).

If he says it was our personal issues that made him drop out after supposedly making the offers just hours before, that's a completely unacceptable answer. I was owed fiduciary duties by Clayton as my realtor that were not fulfilled to say the least. If he has a propensity to act in his own self interest and not in that of his client, I believe that under no circumstances should he remain a licensed realtor and have the opportunity to do this to someone else. The more I have looked into the duties that realtors have to their clients, the more I see how Clayton abused his power.

Unless he wants to make things right, I will be filing a complaint with the ADRE and/or the AAR. I cannot reiterate enough that if his excuse for dropping out hours after making an offer is because of personal reasons, it will not prevent me from filing a complaint. There are so many properties that I thought I could buy with Clayton's help and without his guidance, I feel paralyzed. I have lenders who want to give me money for the down payment on several seller financed properties and I think Clayton is foolish to miss out on those commissions and change his behavior.

Thank you for taking the time to read this.

All the best,
Laura Owens

[Quoted text hidden]

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>
Cc: [redacted]

Wed, May 31, 2023 at 11:12 AM

I would be happy to refer you to another eXp agent to represent you moving forward, either on the Zaback Team or just within the brokerage. We have many agents who are well-versed in the investment market. But based on what has transpired, it does not make sense to continue working with Clayton. Please let me know if you would like a referral to another agent.

Best regards,
Cathy Swann
Designated Broker, Arizona

BROKER HOTLINE [redacted] ext. 101

[eXp Agents - Click here to give us ideas for classes!](#)



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[Quoted text hidden]

Laura Owens <[redacted]>
To: Cathy Swann <[redacted]>

Wed, May 31, 2023 at 12:02 PM

I appreciate that and would love a referral. Does Clayton have answers to the questions I asked?

All the best,

Laura Owens
Nobody Told Me! | *Quartet Farms* | *TEDx talk*



On May 31, 2023, Cathy Swann <[redacted]> wrote:
Email [redacted]

[Quoted text hidden]

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>
Bcc: [redacted]

Thu, Jun 1, 2023 at 2:02 PM

I am going to refer you to Matthew Chick and I will have him reach out to you. He and his team are well-versed in all things investment and I think you'll be very pleased with the information and service they can provide. From what I understand, those issues have been discussed directly with Clayton already, and I do not have any additional information.

Best regards,
Cathy Swann
Designated Broker, Arizona

BROKER HOTLINE [redacted]



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[Quoted text hidden]

Laura Owens <[redacted]>
To: Cathy Swann <[redacted]>

Mon, Jun 12, 2023 at 7:38 PM

Hi Cathy,

Sorry to reach out again, but I haven't been able to connect with Matthew and I wondered if you had any other ideas? He called me after you sent your last email, but I've tried to reach him several times since and have not heard back. I would really appreciate any guidance because I am very eager to invest.

Thank you so much!

All the best,

Laura Owens

[Quoted text hidden]

Cathy Swann <[redacted]>
To: Laura Owens <[redacted]>

Tue, Jun 13, 2023 at 4:29 PM

Hi,
Matt said he reached out a couple more times today. Please let me know if you don't connect. Thank you.

**Best regards,
Cathy Swann
Designated Broker, Arizona**

BROKER HOTLINE [redacted] ext. 101



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VERIFICATION

C23-000391

1. I, Catherine Swann, have read the foregoing response to the Arizona Department of Real Estate's August 31, 2023 letter and know its contents;

2. The information contained therein is true based on my own personal acknowledgment except as to those statements made upon information and belief, and as to those, I believe them to be true, and

3. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 14th day of September 2023.


Catherine Swann



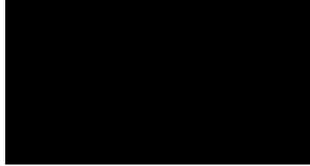
Arizona Department of Real Estate (ADRE)
Auditing and Investigation Division
www.azre.gov
100 North 15th Avenue, Suite 201, Phoenix Arizona 85007

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

9/15/2023

Clayton Echard



Re: Letter of Concern – Case # C23-000391

Dear Mr. Echard,

The Department reviewed the above case and found that your failure to submit an offer from your client was a violation of ARTICLE 11. PROFESSIONAL CONDUCT R4-28-1101. Duties to Client (C) A licensee shall expeditiously perform all acts required by the holding of a license. A licensee shall not delay performance, either intentionally or through neglect.

A.R.S. § 32-2153(A)(3) provides that the Commissioner may take disciplinary action against a licensee who violates the real estate statutes or Commissioner's Rules.

The Department has determined that while the circumstances and evidence as of this date do not warrant disciplinary action (license revocation or suspension, the denial of a license renewal application and/or civil penalty) the issuing of an advisory Letter of Concern is appropriate. A Letter of Concern is a non-disciplinary letter advising you that your actions were improper and any such instances in the future could result in disciplinary action.

While this Letter of Concern is not a disciplinary action, the Department may consider it and the underlying facts related to it in determining any future disciplinary actions. As a non-disciplinary action this Letter of Concern is not subject to appeal, however you may submit a written response within 35 days of the date of this letter. Your written response will be attached to this Letter of Concern and maintained as a public document in the Department's licensing file. Please understand you are **not required** to respond to this letter, however you may if you so choose.

Sincerely,

Alayna Kowaleski

Alayna Kowaleski
Audits & Investigations, Manager

cc: file
License File #SA707472000
Designated Broker



Arizona Department of Real Estate (ADRE)
Auditing and Investigation Division
www.azre.gov
100 North 15th Avenue, Suite 201, Phoenix Arizona 85007

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

9/15/2023

Laura Owens

RE: C23-000391 - Your complaint against Clayton Echard

Dear Ms. Owens,

The Department has reached an investigative conclusion regarding your complaint against Clayton Echard. The Department found the failure to submit an offer from a client was a violation of ARTICLE 11. PROFESSIONAL CONDUCT R4-28-1101. Duties to Client (C) A licensee shall expeditiously perform all acts required by the holding of a license. A licensee shall not delay performance, either intentionally or through neglect.

This case is closed with the issuance of a non-disciplinary Letter of Concern to the licensee. Although non-disciplinary, a Letter of Concern is retained in the license file and may be considered in determining the proper disciplinary action should a similar incident arise in the future.

Sincerely,

Alayna Kowaleski

Alayna Kowaleski
Manager
Audits & Investigations Department

cc: file



Laura Owens <[REDACTED]>

Your decision

Clayton Echard <[REDACTED]>

Sun, Sep 17, 2023 at 10:47 AM

To: Laura Owens <[REDACTED]>

And if you can't tell, I'm unbothered by it all going public. Because once it does, your name will be out there. That was your mistake to file a public case.

I know the truth, so that will set me free.

Don't waste your time telling me you 100000% know I'm the father. I know with full certainty that I am not. It's just a matter of time before you run out of options. If you didn't see or hear, the AZRE cleared me. The police never contacted me about your claim. Everyone you reach out to doesn't believe you. You should have given up months ago, but I get it. You're too far in with your lie and you realize what's waiting on the other side of this all. Remember, you brought this all upon yourself and you tried to take advantage of what you thought was a weakness of mine. But I've gained a resiliency like no other and have been through it all at this point. You picked the wrong person to play this game with and you've realized that.

Keep making your threats. I'm documenting every last one. It's not that I need any more at this point, however. I have plenty of evidence to reveal your true character.

I gave you every chance to prove you were pregnant with my kids. I asked for countless paternity tests. I asked to speak with your doctors that administered the ultrasounds. I asked to be on FaceTime when you went to the doctor so that I could speak directly with the doctor.

You avoided every last one of them. Someone who was actually pregnant with someone's child would have jumped on every one of those opportunities to prove it all because if it were actually true, then it would be the easiest way to prove it!

You prey on people by trying to overwhelm them and there was a point where you almost had me, but thankfully I have the right people in my corner who helped me uncover the holes in your statements.

While I did hate you at one point, I don't anymore. I can't hold hate against anyone. It hurts me more than it hurts them. I just truly feel bad for you. You are lost and confused and need help. I pray you find that and turn your life around and these deceitful ways that you practice. It's never too late to change. But you need to realize it's over in this scenario. You lost.

Clayton Echard

On Sep 17, 2023, at 10:34 AM, Clayton Echard <[REDACTED]> wrote:

I scheduled my part of the prenatal paternity test. I am going in after you are. I was told they would inform you, but either they didn't, or you're choosing to act like they didn't. So, this is me informing you.

[Quoted text hidden]



Laura Owens <[REDACTED]>

Your decision

Laura Owens <[REDACTED]>
To: Clayton Echard <[REDACTED]>

Sun, Sep 17, 2023 at 11:25 AM

Clayton,

As I was just answering these in a rush, I realized you are, once again, gaslighting me. You know 100% that this is true and that you are the father. **WHY WOULD I BE BEGGING YOU TO TAKE A PATERNITY TEST IF I WASN'T PREGNANT AND YOU WEREN'T THE DAD?**

I scheduled my part of the prenatal paternity test. I am going in after you are. I was told they would inform you, but either they didn't, or you're choosing to act like they didn't. So, this is me informing you.

No, I didn't know, but that's great.

If you didn't see or hear, the AZRE cleared me.

That's not what they said to me. You didn't get disciplined, but it's on your file. See the attached.

The Department found the failure to submit an offer from a client was a violation of ARTICLE 11. PROFESSIONAL CONDUCT R4-28-1101. Duties to Client (C) A licensee shall expeditiously perform all acts required by the holding of a license. A licensee shall not delay performance, either intentionally or through neglect.

The police never contacted me about your claim.

Right, because I told them I just wanted to have everything on record in case something happened. I specifically asked them **NOT** to contact you unless there was a violation. You're welcome to ask Officer Smythe.

Everyone you reach out to doesn't believe you.

That is absolutely, 100% BULLSHIT. I literally told Page Six I was suicidal and thought that it being public would push me over the edge. Ask Bernie.

You should have given up months ago, but I get it. You're too far in with your lie and you realize what's waiting on the other side of this all.

Absolute BULLSHIT again. What's waiting on the other side of this all is twins and a positive paternity test proving you are the father.

Remember, you brought this all upon yourself and you tried to take advantage of what you thought was a weakness of mine. But I've gained a resiliency like no other and have been through it all at this point. You picked the wrong person to play this game with and you've realized that. Keep making your threats. I'm documenting every last one. It's not that I need any more at this point, however. I have plenty of evidence to reveal your true character.

This 1000000% isn't a game for me and these are not threats. Good luck trying to "reveal my true character" when I have medical documentation proving all of this.

I gave you every chance to prove you were pregnant with my kids. I asked for countless paternity tests. I asked to speak with your doctors that administered the ultrasounds. I asked to be on FaceTime when you went to the doctor so that I could speak directly with the doctor. You avoided every last one of them. Someone who was actually pregnant with someone's child would have jumped on every one of those opportunities to prove it all because if it were actually true, then it would be the easiest way to prove it!

You're full of shit. You asked for countless paternity tests? Then why didn't you respond to my more than FIFTY different requests via email? Why didn't you schedule when I had paid \$725? Why did it take you so long to schedule a test? You can hear from the attached conversation with Melinda at Exam One and Brett at Ravgen that **YOU ARE THE ONE WHO REFUSED!** *If this got to court, they would back me, not you.*

I TOLD YOU THAT YOU COULD TALK TO MY DOCTORS! I told you I would sign a HIPAA release so you could talk to anyone who performed any test on me! You didn't contact me back!!!! I even invited your parents to come to my appointment! See the attached proof of all of this!

You prey on people by trying to overwhelm them and there was a point where you almost had me, but thankfully I have the right people in my corner who helped me uncover the holes in your statements. While I did hate you at

one point, I don't anymore. I can't hold hate against anyone. It hurts me more than it hurts them. I just truly feel bad for you. You are lost and confused and need help. I pray you find that and turn your life around and these deceitful ways that you practice. It's never too late to change. But you need to realize it's over in this scenario. You lost.

There haven't been holes at all in my story. I haven't once changed my story. Medical evidence doesn't lie, Clayton, but you do. This load of BS right here is the definition of gaslighting. You're right, being pregnant with your children does make me lost and confused, and I do need your help...which is why I have asked you for it.

As I've said all along...I'M HAPPY to provide you with ANYTHING else you need. You're the one who chooses to pretend this isn't happening!

Diana Cooper from The Sun will be forwarded this email as well and she has assured me my name will be left out.

All the best,

Laura Owens

Nobody Told Me! | Quartet Farms | TEDx talk

Now available! Read my story in the 30th Anniversary Edition of Chicken Soup for the Soul

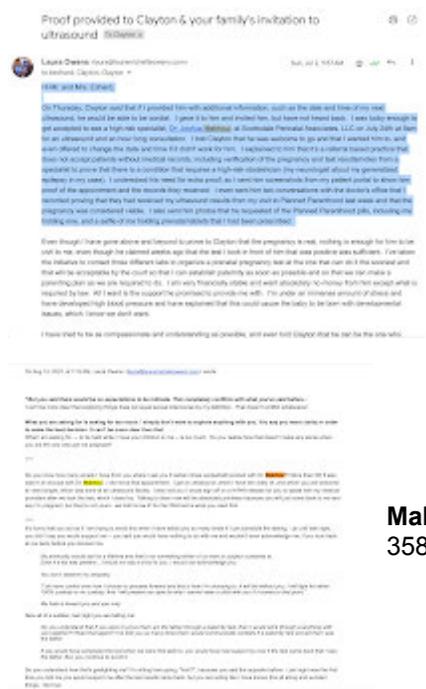


Phone [REDACTED]

Email [REDACTED]

[Quoted text hidden]

5 attachments



Invitation to Clayton's parents to Makhoul.png 447K

Makhoul, ultrasound and invitation to talk to doctors .png 358K



Offers to come to SPA, HIPAA release.png
496K

 **Ravgen clips 9-13-23-compressed.mp3**
828K

 **CL complainant.pdf**
434K