



CONTINGENCY REMOVAL No. 1
(C.A.R. Form Revised CR, 04/10)

In accordance with the terms and conditions of the: [X] California Residential Purchase Agreement (C.A.R. Form RPA-CA), or [] Residential Income Property Purchase Agreement (C.A.R. Form RIPA), or [] Commercial Property Purchase Agreement (C.A.R. Form CPA), or [] Vacant Land Purchase Agreement (C.A.R. Form VLPA) or [] Other
('Agreement'), dated August 12, 2010, on property known as
2232 Central Way, San Jose CA 95128 ('Property'),
between Monica Espinoza ('Buyer')
and BAC home loan servicing ('Seller').

A BUYER REMOVAL OF BUYER CONTINGENCIES: Buyer removes those contingencies specified below. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller (such as C.A.R. Form RR), as applicable, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for repairs, corrections, or for the inability to obtain financing

- 1 ONLY the following individually checked Buyer contingencies are removed:
A [] Loan (Paragraph 3H) (NOTE: Removing the loan contingency also removes the appraisal contingency unless the appraisal contingency is separately selected in the Agreement)
B [] Appraisal (Paragraph 3I)
C [X] Reports/Disclosures (Paragraphs 4 and 6)
D [] Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 7B)
E [X] Buyer's Investigation, including insurability (Paragraph 10)
F [X] Title: Preliminary Report (Paragraph 12)
G [] Sale of Buyer's Property (Paragraph 13)
H []
I []
J []

OR 2 [] ALL Buyer contingencies are removed, EXCEPT: [] Loan Contingency (Paragraph 3H); [] Appraisal Contingency (Paragraph 3I); (NOTE: Unless separately selected in the Agreement, the appraisal contingency is removed when the loan contingency is removed); [] Contingency for the Sale of Buyer's Property (C.A.R. Form COP) (Paragraph 13); [] Condominium/Planned Development (HOA) Disclosures (Paragraph 7B);
[X] Other subject to addendum 1

3. [] BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM)
Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

Buyer Monica Espinoza Date 08/28/2010

B. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies: [] Contingency for Seller's purchase of replacement property (C.A.R. Form COP); [] Other

Seller BAC Home Loan Servicing, LP Date 9-1-10
a subsidiary of Bank of America

(/) (Initials) CONFIRMATION OF RECEIPT: A copy of this signed Contingency Removal was personally received by [] Buyer [] Seller or authorized agent on (date), at [] AM/ [] PM

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Reviewed by Date



ADDENDUM

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

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [X] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement [] Commercial Property Purchase Agreement, [] other

dated August 12, 2010, on property known as 2232 Central Way

in which Monica Espinoza is referred to as ("Buyer/Tenant") and is referred to as ("Seller/Landlord")

Seller to repair active gas leak per PGE at property and FHA safety issue with water heater prior to close of escrow and FHA required repair for missing coverplates.

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

Date August 26, 2010

Date 9-10

Buyer/Tenant Monica Espinoza

Seller/Landlord BAC Home Loan Servicing, LP

Buyer/Tenant

Seller/Landlord subsidiary of Bank of America

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Reviewed by Broker or Designee Date



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