

DOUGLAS COUNTY, NV

2017-899218

Rec:\$23.00

\$23.00 Pgs=10

05/26/2017 02:26 PM

TICOR TITLE - GARDNERVILLE

KAREN ELLISON, RECORDER

APN # 1320-33-312-010

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.
(Pursuant to NRS 239b.030)

Recording Requested by and Return to:

TICORTITLE OF NEVADA, INC.
1483 Highway 395 N, Suite B

Gardnerville, NV 89410

Amended Order Confirming Sale
of Real Property

(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

RECEIVED

FILED

1 CASE NO. 16-PB-0142

MAY 23 2017

2 DEPT. NO. I

Douglas County
District Court Clerk

2017 MAY 23 PM 2:58

LODDIE R. WILLIAMS
CLERK
A. NEWTON
DEPUTY

3
4
5
6
7 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

8 IN AND FOR THE COUNTY OF DOUGLAS

9
10 In the Matter of the Estate of

AMENDED ORDER CONFIRMING
SALE OF REAL PROPERTY

11 PIERRE ACHERITOBEBHERE,

12
13 Deceased.
14 _____ /

15 The Return of Sale of Real Property and Petition for
16 Confirmation filed by LOUISE ANN MARIN and MARIE JEANNE
17 GARDINER, as Personal Representatives of the estate of
18 PIERRE ACHERITOBEBHERE, deceased, having been duly filed
19 herein, said petition came on regularly for hearing before
20 this Court on the 9th day of May, 2017. After examining the
21 verified Petition, and after hearing the evidence, the Court
22 finds as follows:

23 1. On April 24, 2017, Louise Ann Marin and Marie
24 Jeanne Gardiner (hereinafter: "Petitioners" or "Personal
25 Representatives") filed with the Court an Inventory,
26 Appraisalment and Record of Value (hereinafter: "the
27 Inventory and Appraisalment") showing all of the Estate of
28 PIERRE ACHERITOBEBHERE, deceased (hereinafter: "the Estate"),

1 which has come to their possession or knowledge. Among the
2 assets of the Estate is a single-family dwelling located at
3 1442 Edlesborough Circle, Gardnerville, Douglas County,
4 Nevada (hereinafter referred to as "the Parcel").
5

6 2. It is necessary that the Parcel be sold so that
7 the ~~cash~~ proceeds may be applied to costs and expenses of
8 administration of the decedent and the Estate, with the
9 residue of the Estate to be distributed to the beneficiaries
10 of the Estate in accordance with the provisions of
11 decedent's Last Will and Testament. It is for the advantage,
12 benefit, and best interest of the Estate, and those
13 interested therein, to include the decedent's devisees, that
14 the Parcel be sold.

15 3. Pursuant to the foregoing representations, and in
16 accordance with the provisions of Nevada law relative
17 thereto, Petitioners, as Personal Representatives of the
18 decedent's Estate (hereinafter referred to as "SELLER"),
19 after procuring publication of statutory Notice of Sale as
20 shown by Proof and Statement of Publication on file herein,
21 on April 19, 2017, at private sale, sold the Parcel to
22 CRYSTAL JEAN McGARRY, an unmarried woman (hereinafter:
23 "BUYER"), for the sum of TWO HUNDRED SEVENTY-THREE THOUSAND
24 DOLLARS (\$273,000), which is \$18,000 more than the \$255,000
25 appraised fair market value of the Parcel as of September
26 27, 2016, namely: the date of the decedent's death. BUYER
27 has deposited with the escrow officer earnest money in the
28 sum of Five Hundred Dollars (\$500), which sum shall apply to

1 the purchase price, with the balance of TWO HUNDRED SEVENTY-
2 TWO THOUSAND FIVE HUNDRED DOLLARS (\$272,500) to be received
3 by the escrow holder by the date of, and at least one hour
4 prior to, closing of escrow in the purchase and sale of the
5 Parcel, and with the net proceeds of sale being payable to
6 Seller forthwith upon closing of escrow, after the escrow
7 officer has debited SELLER's and BUYER's settlement sheets
8 as set forth in the Residential Offer and Acceptance
9 Agreement and two addenda thereto (hereinafter collectively
10 referred to as: "Purchase Agreement").

11 Both parties shall deposit with the authorized escrow
12 holder all funds and instruments required to complete the
13 purchase-and-sale transaction in accordance with the terms
14 of the Purchase Agreement and the Escrow Instructions, as of
15 12 noon, PST, on the above-recited date for closing of
16 escrow, or on such other date as BUYER and SELLER have in
17 writing agreed upon; with the sale NOT being contingent on
18 sale and conveyance of other real property or personal
19 property; with SELLER reserving the right to continue to
20 offer the Parcel for sale and accept written backup offers,
21 subject to BUYER's rights under the Purchase Agreement and
22 subject to confirmation by the Ninth Judicial District Court
23 of the State of Nevada in and for the County of Douglas;
24 with Seller reserving the right to terminate the Purchase
25 Agreement and both parties agreeing to cancel escrow and
26 return the earnest money to BUYER, less expenses incurred by
27 BUYER, if any contingency agreed upon in writing by both
28

1 parties in the Purchase Agreement and Escrow Instructions is
2 not satisfied; with SELLER providing up to \$500 for any and
3 all repairs designated by BUYER, and after the agreed-upon
4 repairs are made, BUYER accepts the Parcel in its as-is,
5 where-is condition. BUYER and SELLER understand that the
6 sale of the Parcel is subject to Court approval and will be
7 subject to an overbid process. Within two business days of
8 acceptance of the Purchase Agreement, SELLER will order
9 from a local title company (1) a preliminary title report
10 and (2) CC&Rs, if applicable, for the Parcel and provide
11 copies the same to escrow. Within five (5) days of BUYER's
12 receipt of the preliminary title report and CC&Rs, all
13 exceptions shall be deemed approved unless written objection
14 is delivered to SELLER's broker within such 5-day period.
15 SELLER shall pay for a (Standard) owner's policy of title
16 insurance; BUYER shall pay for a (Standard) lender's policy
17 of title insurance; and all costs associated with additional
18 coverage policies, if any ordered, shall be paid by BUYER.
19 The escrow fee and real property transfer tax will be split
20 50-50 between the BUYER and SELLER.

22 All remaining closing costs shall be paid in the
23 customary manner in which such costs are allocated in the
24 general area of Douglas County, Nevada, in the 2016-17
25 timeframe, or as required by law, ordinance, or regulation.

26 Proration: Any and all rents, taxes, interest,
27 homeowner association dues and fees, payments on bonds, or
28 assessments assumed by BUYER, and other expenses of the sale

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

agreed upon in writing by both SELLER and BUYER shall be prorated as of the date of recordation of the deed.

BUYER acknowledges that the Parcel may be reassessed in the future, which may result in a tax increase or decrease. Retroactive tax increases or decreases by any taxing authority shall be prorated and assessed as of the date and time of closing of escrow.

Nevada statutory disclosures are to be completed and signed by SELLER, and then countersigned by BUYER. Inspections shall be completed as set forth in the Purchase Agreement. Inspections shall be made within 14 days of date of acceptance.

SELLER shall have all agreed-upon repairs completed no later than five (5) days prior to close of escrow and SELLER shall pay for any re-inspections if required by the Court.

Physical possession of the Parcel, including keys being provided by SELLER to BUYER, shall be delivered upon recordation of the deed at closing of escrow.

The Parcel is located in a Common-Interest Community. Association transfer fees and set-up fees shall be paid by SELLER. Other Association fees related to the transfer shall be paid by BUYER.

Assessments levied but not yet due are BUYER's responsibility. All utilities shall be apportioned as of the date and time of closing of escrow.

Environmental Conditions: BUYER is advised the Parcel may be located in an area found to have (1) special flood

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

hazards, as indicated by FEMA; (2) freezing temperatures; (3) snow loads; (4) seismic activity; and/or (5) wildland fires. To purchase additional insurance secured by the Parcel, BUYER may need to obtain a loan from a federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government, such as FEMA.

Nevada law applies to this Agreement and to all modifications, addenda, or amendments thereof.

All terms and conditions are set forth in the signed Purchase Agreement. BUYER may not rely on this brief summary (not necessarily accurate or comprehensive) of the contractual obligations of the BUYER and SELLER set forth in the signed Purchase Agreement. BUYER may retain her own counsel to research any questions concerning the Purchase Agreement and the proposed purchase and sale of the Parcel.

4. The sale was legally made and fairly conducted. Petitioner has represented to the Court, and the Court finds as fact, that the sale price of the Parcel is not disproportionate to its fair market value.

5. There is a brokerage commission payable in connection with the sale as follows: 2.5% of the accepted price payable to Re/Max Realty Affiliates, and 2.0% thereof payable to Coldwell Banker Select RE Minden.

6. The Parcel, which is situated in the county of Douglas, state of Nevada, commonly known as 1442

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Edlesborough Circle, Gardnerville, Nevada, is more particularly described as follows:

All that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

Lot 5, in Block A, as set forth on Final Subdivision Map FSM-1006-3 of CHICHESTER ESTATES Phase 3, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 11, 1997, in Book 997, at Page 2121, as Document No. 421409, Official Records.

Assessor's Parcel No. 1320-33-312-010

The Court concludes that due notice was given, and, no person objecting, and the Court having heard the evidence, read the pertinent papers relating to the sale of the Parcel, and considered the matter, and, having inquired of those present in the courtroom but noting that no additional qualifying bids were then made in response to the Court's inquiry whether any person present were willing to make an overbid of at least \$278,000 to purchase the Parcel,

NOW, THEREFORE, IT IS HEREBY ORDERED:

A. That the sale so made of the Parcel, namely: the parcel of improved real property in Douglas County, Nevada, commonly known as 1442 Edlesborough Circle, Gardnerville, Nevada, and more particularly described as follows:

All that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

Lot 5, in Block A, as set forth on Final Subdivision Map FSM-1006-3 of CHICHESTER ESTATES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Phase 3, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 11, 1997, in Book 997, at Page 2121, as Document No. 421409, Official Records.

Assessor's Parcel No. 1320-33-312-010

to CRYSTAL JEAN McGARRY, or nominee, for the sum of TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$273,000), be and the same is hereby confirmed;

B. That SELLER, LOUISE ANN MARIN and MARIE JEANNE GARDINER, as Personal Representatives of the estate of PIERRE ACHERITOBEBHERE, deceased, are hereby authorized and directed to execute appropriate conveyances in favor of the BUYER, to be delivered through escrow;

C. That Ticor Title Company is authorized and directed to pay from the sale proceeds at closing of escrow the contractually obligated fees and costs of SELLER associated with the closing of escrow, including without limitation the above-noted real estate commissions.

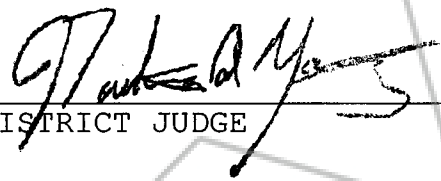
D. That Ticor Title Company is directed to make the net proceeds check payable to the Estate of PIERRE ACHERITOBEBHERE, deceased, and to deliver the check to LOUISE ANN MARIN and MARIE JEANNE GARDINER, Personal Representatives, who are hereby authorized to endorse the

///
///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

check and ordered to deposit those funds into the estate
account pending further order of this Court.

DONE IN OPEN COURT this 23 day of May, 2017.


DISTRICT JUDGE

Submitted by:
George M. Keele, Esq.
Attorney for the Personal
Representatives
Nevada Bar No. 1701
1692 County Road, #A
Minden, NV 89423
Phone: 775-782-9781

COPIES

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 5-24-17
BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,
By ANOWA Deputy

George M. Keele, Esq.
1692 County Road, #A
Minden, Nevada 89423
Phone: 775-782-9781
Fax: 775-782-2970