

COURT CODE: _____
Your Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Email Address: _____
Self-Represented

DISTRICT COURT
_____ **COUNTY, NEVADA**

In the Matter of the Guardianship of the:

- Estate
 Person and Estate

of:

CASE NO.: _____

DEPT: _____

(name of person who has a guardian)
A Protected Person.

PETITION FOR CONFIRMATION OF SALE OF REAL PROPERTY

Guardian(s), *(first Guardian's name)* _____ and
(second Guardian's name or "n/a" if only one Guardian) _____,
respectfully represent the following to this Honorable Court:

1. **Approval.** This Court granted the guardian(s) authority to list and sell the real property on *(date the court authorized you to list and sell the property)* _____.

2. **Property.** The real property guardian(s) wish to sell is located at *(property address)*:

3. **Legal Description.** The property is legally described as follows *(write the legal description of the property)*:

4. **APN.** The Assessor's Parcel Number is (*APN number*) _____

5. **Notice of Sale.** The Notice of Sale was: (*check one*)

Waived since the Guardian(s) are the only people who would be awarded the property under a will or by inheritance.

Waived since all persons who would be awarded the property under a will or by inheritance provided consent to waive publication.

Published in (*name of newspaper*) _____
for no less than three times before the date on which the sale was made, over a period of 14 days and seven days apart as ordered by the court.

Published on a public property listing service for 30 days as ordered by the court.
The name of the public property listing service is (*public property listing service's name*) _____

Posted in three of the most public places in the county in which the property or some portion of the property is located for at least 14 days before the date that offers were accepted as ordered by the court.

6. **Terms of Sale.** The terms of the sale are as follows:

- a. the property is being sold "AS IS, WHERE IS";
- b. there are "no warranties, expressed or implied";
- c. the sale is subject to court approval;
- d. the commission for the sale is split % (*total amount to be paid to the buyer's agent* \$ _____) to the buyer's agent (*name of buyer's agent, company they work for, and address*)

and ____% (*total amount to be paid to the seller's agent* \$ _____) to the seller's agent (*name of seller's agent, company they work for, and address*)

for a total commission upon sale of ____% (*total amount to be paid to both agents* \$ _____);

- e. title, closing and additional costs to be paid as agreed upon in the Residential Offer and Acceptance Agreement attached as Exhibit A along with the original offer and counter offer;
- f. the guardian nor the estate is liable for payment of commission until the sale is confirmed through the court, and then is only liable for the amount set forth in the contract; and
- g. close of escrow must be at least 10 judicial days after the date that the notice of entry of order confirming the sale is filed with the clerk of the court unless the contract specifies a later date or the parties to the sale extend the date by mutually agreeing in writing.

7. **Mortgage / Lien.** (*check one*)

- There are no mortgage or lien holders on the real property.
- There are mortgage/lien holder(s) on the real property that have been notified of the sale of real property.

The mortgage/lien holder(s) is/are *(name all mortgages and lien holders to the property you wish to sell)*

The amount still owed to the mortgage/lien holder(s) is \$_____.

The mortgage/lien holder wishes to (*check one*)

- Be paid from the proceeds made in the sale of the real property and accept the sale price and waive any difference between the sale price and the amount owed if the sale price is less than what is owed.
- Purchase the real property and release the protected person from any further payment of the mortgage/lien if the court approves the offer.
- Other:

If the estate owes more than the value of the property and the estate has made an agreement with all lienholders to accept the sale price and waive any deficiency between the sale price and the amount owed to all lienholders, the sale must be confirmed without the potential for bidding in court.

8. **Joint Property Owners.** (*check one*)

- There are no joint property owners to the real property.
- There are joint property owners to the real property that have been notified of the sale of real property.

The joint property owner(s) is/are (*name anyone that is a joint property owner to the property you wish to sell*)

The joint property owners wish to (*check one*)

- Sell their interests in the real property with the guardian(s).
- Remain joint owners of the real property with the selected buyer and release the protected person from all liability for any mortgage/lien on the property.
- Put in an offer on the protected persons interests in the real property and release the protected person from all liability for any mortgage/lien on the property. The net amount of the proceeds from the sale will not be less than 90 percent of the fair market value for the protected person's portion of the property being sold.
- Other:

9. **Notice.** All devisees / heirs to the property have been notified of the sale.

10. **Appraisal.** (*check one*)

- The real property was appraised on (*date*) _____ and was valued at (*amount property was appraised for*) \$ _____. A copy of the appraisal is attached as Exhibit B.
- The appraisal should be waived because an appraisal will unduly delay the potential sale and the delay will impair the estate of the Protected Person.

11. **Offer.** The guardian has an offer from (*buyer's name*) _____, in the amount of (*amount of offer*) \$ _____, payable by (*how the buyer plan on paying for the property*) _____.

12. **Return on Investment.** The return of the investment would be (*ROI use the calculation below*) _____%

[(The amount of Offer \$ _____ -- The amount the protected person bought the property at \$ _____) / The amount the protected person bought the property at \$ _____] x 100 = _____%

Evidence of the amount the protected person bought the property at is attached as Exhibit C.

13. **Fair & Reasonable.** The guardian believes that the offer is fair, reasonable, and in the best interests of the protected person because (*explain why this is a good offer and why it will benefit the protected person*)

14. **No Higher Offers.** There were no higher offers, and the Guardian(s) believe it is unlikely that a bid would be made that exceeds the original offer by: (*check one*)

At least five percent if the offer is less than \$100,000.

At least \$5,000 if the offer is \$100,000 or more.

Based on the above, Petitioner(s) request the Court confirm sale of the real property as stated herein and for such other and further relief as the Court may deem just and proper.

If the Court finds that it cannot confirm the sale as stated herein, Petitioner(s) request that the Court order a new sale or hold a public auction in open court.

If a higher offer is received in court during the hearing to confirm the sale, Petitioner(s) request that the Court allow for the buyer listed above to increase the price of his/her offer if they wish and for the Court to grant sale to the highest bidder in court.

Date: _____

Date: _____

► _____
(*First Guardian's signature*)

► _____
(*Second Guardian's signature*)

(*First Guardian's printed name*)

(*Second Guardian's printed name*)

VERIFICATION

I, (*name of first Guardian*) _____, under penalty of perjury, state that I am the Guardian in the within action; that I have read the foregoing Petition and know the contents thereof; that the same is true of my knowledge except as to those matters therein stated upon information and belief and as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

GUARDIAN'S SIGNATURE

VERIFICATION

I, (*name of Co-Guardian; if none, write "N/A"*) _____, under penalty of perjury, state that I am the Co-Guardian in the within action; that I have read the foregoing Petition and know the contents thereof; that the same is true of my knowledge except as to those matters therein stated upon information and belief and as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

CO-GUARDIAN'S SIGNATURE