

## Comments Added to the Record on August 14, 1999

By June of 1996, I was seriously afraid that I was going to die in a gunfight with the cops. I recall one day in particular when they were prowling around outside my fence. I was wearing my borrowed flack jacket and hiding behind a piece of furniture with my loaded rifle in my hands. I intended to try to kill the first cop who came through the door. After that, I didn't have much in the way of a plan. For some reason, they went away without trying to force entry.

What they eventually did, according to my best guess, is to place my house under surveillance and follow me when I went somewhere to get some food. I was unarmed at the time, and I was stopped on the freeway and surrounded by armed Gestapo thugs all pointing their guns at me. I was arrested at gun point and taken to jail. I sat chained to a chair in the booking area for more than 12 hours and was placed in the high security lock-up for my first week in jail. For my entire stay, I had to wear the red costume reserved for dangerous criminals and I never went anywhere unless I was in chains at ankles, wrists, and waist. I'd like to mention at this point that my presence in court in chains doesn't constitute an appearance in the legal sense of a voluntary submission to the jurisdiction of the court. So far as I'm concerned, I never had and still don't have any obligation to that court.

For a single count of "failure" to pay child support, my bail was set at \$200,000. At the bail reduction hearing, the prosecutor didn't make any mention whatsoever of child support payments. Instead, he quoted to the judge my political doctrine as I had expressed it in some of my letters. Although it was entirely acceptable for the prosecutor to use my political doctrine to justify high bail, I was utterly unable to find a lawyer who would agree to argue my case on its merits, using my political doctrine. I tried to begin that argument myself, by writing letters to the judge from my cell. The judge ordered me to stop trying to communicate with her. She declared that she had not taken any notice of the letters and that she would not take any notice of any other letters that I wrote. I was afraid that if I tried to argue my case on its political merits, I'd just spend years in jail for contempt.

Both the public pretender and the lawyer that I was trying to hire (Kevin Veltfort) supported my fear, and advised me to just leave it to them. That lawyer, when I eventually hired him, was able to arrange my release and negotiate a settlement whereby I got out of the situation with a little cash left over from the "voluntary" sale of my home. Otherwise, he was worthless to me and utterly unwilling to introduce any political content into the case. In retrospect, and in spite of my lawyer's insistence about how we had to handle things, I'm kind of ashamed of myself for not sticking to my principles and for not insisting on presenting my beliefs to the court. The only thing I can say for myself is that, because of my compromises during my stay in jail and afterward, I'm now able to continue the long-term struggle from a stronger position. Otherwise, I'd probably still be in jail. Nevertheless, I'm still ashamed of myself for the compromises.

Sam Aurelius Milam III

# IMPORTANT MESSAGE

FOR Keym  
 DATE 7/10 TIME 4:58 A.M.  
P.M.  
 M John Webster  
 OF \_\_\_\_\_  
 PHONE 567-3281 (w)  
AREA CODE                      NUMBER                      EXTENSION

TELEPHONED		PLEASE CALL	<input checked="" type="checkbox"/>
CAME TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		RUSH	
RETURNED YOUR CALL		SPECIAL ATTENTION	

MESSAGE Re: Friend who needs an attorney

JD

Friend - Contact (Anarchist /  
 No newsletter / messages sent, did  
 paternal child \* no/no ok / NO SS \*

SIGNED \* Mother - Respected Father  
 no contact / no

\* 5 years later Mom on AFDC  
 & now AFDC seek C/S.

Sunday, July 28, 1996

Dear Kevin

The attached chart shows the status of my child support payments to Elaine, Catherine's mother. The white squares represent months for which I have not completed payment. The number in each such square shows the amount remaining to be paid for that month. As you can see, I'm way behind. I should have completed these payments by the end of May, 1995. I've been paying Elaine \$20 per month, slowly reducing the unpaid amount. As you can see, the unpaid amount for August, 1993, is now down to \$150. After I begin paying the required amount to the county, I will have to reduce my payments to Elaine by the amount that I pay to the county. If the amount that I'm required to pay to the county is \$20 per month, I will probably stop making payments to Elaine.

Sincerely,

Sam

Friday, August 23, 1996

Dear Kevin

In response to our telephone conversation yesterday, I am providing you with the following material:

- |  |                                  |
|--|----------------------------------|
| • essay: The Long and Winding Doctrine: Social Contract                        | Tuesday, July 7, 1992            |
| • essay: The Constitution, The Government, and The Doctrine of Social Contract | Thursday, June 18, 1992          |
| • essay: In Search of the Supreme Flaw of the Land: Perpetual Union            | Saturday, July 4, 1992           |
| • newsletters: All back issues of the Frontiersman                             | January 1994 through August 1996 |
| • catalog: a list of other material that I have written                        |                                  |

**Essays** — I am the author of each of the essays. Although the essays were completed at nearly the same time, each of them took several years to write. I have no record of when I began them. Each essay was recently updated, as shown on its title page. Although I have written many essays, the three included herewith present a good review of the fundamental doctrine upon which my political position is based:

The Long and Winding Doctrine: Social Contract	In this essay, I combined two concepts: the Doctrine of Social Contract and the corporate nature of constitutional government. The synthesis of these two ideas results in a new understanding of the boundaries of government. That is, the legitimate boundaries of lawful government are not geographical, but contractual.
The Constitution, The Government, and The Doctrine of Social Contract	This essay is an examination of the U.S. Constitution and the government established by it, to determine whether or not they comply with the Doctrine of Social Contract.
In Search of the Supreme Flaw of the Land: Perpetual Union	Both the Constitution and the Articles of Confederation are in effect today, jointly establishing the present federal union. This results in a union, and various states, which are unavoidably in breach of contract.

**Newsletter** — I am the editor of the newsletter and the author of many of its articles. For your present purposes, certain of my articles will be more useful than the others. They are:

<u>Article</u>	<u>Date</u>	<u>Article</u>	<u>Date</u>
Rights?	July 1994	Criminal Procedure	March 1995
Exit Pole	November 1994	Different Echo, Different Drum	July 1995
Tax Fraud	December 1994	A Forbidding Revelation	July 1995
War of Words	December 1994	PIGS	September 1995
Remedy of Choice	January 1995	Live and Let Live	September 1995
Dixie	February 1995	Bring in the Jury	November 1995

If you need any other of my material, I'll do my best to provide it.

Sincerely,

Sam Aurelius Milam III

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

August 27, 1996

Sam Milan

Invoice #10132

	<u>Hrs/Rate</u>	<u>Amount</u>
07/26/96 Telephone call with client	0.10 175.00/hr	17.50
07/29/96 Meet with client	1.00 175.00/hr	175.00
07/30/96 Telephone call with client	0.20 175.00/hr	35.00
Meet with client	0.50 175.00/hr	87.50
Prepare documents for OSC hearing	2.00 175.00/hr	350.00
Telephone call to public defender and DA regarding DNA results	0.10 175.00/hr	17.50
08/05/96 Review strategy regarding support modification with CLC	0.25 175.00/hr	43.75



# Carpenter and Mayfield

Attorneys at Law

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Phone (408) 287-1916  
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Sam Milam

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
08/05/96 Telephone call with client	0.10 175.00/hr	17.50
08/06/96 File motion for modification; obtain court date	0.25 175.00/hr	43.75
08/12/96 Telephone call with client	0.10 175.00/hr	17.50
08/14/96 Revise OSC to Notice of Motion and refile	1.00 175.00/hr	NO CHARGE
08/21/96 Telephone call with client	0.10 175.00/hr	17.50
08/22/96 Telephone call with Paul Sidel, DA regarding support	0.25 175.00/hr	43.75
08/23/96 Review documents delivered by client	0.50 175.00/hr	87.50
08/27/96 Telephone call with client	0.10 175.00/hr	17.50
For professional services rendered	6.55	\$971.25
08/27/96 Payment from Trust Account		(\$971.25)
Balance due		\$0.00

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

Sam Milam

Page 3

Charges made and payments received after August 26, 1996 will appear on your next statement.

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	<u>Amount</u>
Previous balance of client funds	\$0.00
Payments made from client funds	(\$971.25)
Payments made into client funds	\$1,000.00
New balance of client funds	\$28.75



Wednesday, September 4, 1996

Kevin Veltfort  
Carpenter & Mayfield  
131 George Street  
San Jose, California 95110

Dear Kevin

For your information, here is a summary of the reasons why I am and will remain unemployed.

- I am not a U.S. citizen.
- I do not have a social security number.
- I do not have a driver license or any other form of government ID.
- I will refuse to accept payment in any form, such as a check, that requires me to deal with a Federal Reserve Bank.
- I will refuse to accept payment in any form that is visible to the IRS.
- I will refuse to provide any information on any IRS form, such as the form W-4.
- I will refuse to provide any information on any INS form, such as the form I-9.
- I will refuse to submit to any pre-employment drug test.
- I will refuse to submit to any pre-employment lie detector test.
- I will refuse to sign any pre-employment confidentiality agreement.
- I will refuse to sign any pre-employment patent agreement.

You have my permission to present this letter to the family court, or to present it to any other party that might be interested in it.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive style with a prominent initial "S" and a double underline at the end.

Sam Aurelius Milam III  
439 S. White Road  
San Jose, California 95127



Wednesday, September 11, 1996

Kevin Veltfort  
Carpenter & Mayfield  
131 George Street  
San Jose, California 95110

Dear Kevin

I'm writing this letter to express my opinion with regard to the possibility that the court might "impute" to me an income that I could theoretically earn and then order me to pay child support based upon that income.

I already have a chosen profession that supports me adequately. I am a landlord. If my chosen profession can be discredited simply because it isn't sufficiently lucrative to satisfy the court, then the court can do the same with any man in any profession. An engineer can have his profession discredited because it is theoretically possible that he could earn more money as a corporate executive. Furthermore, if the court takes this action against me but not against those who are more affluent, then I must ask if I am suffering discrimination because of my poverty. Has the court selected me for persecution simply because I cannot afford to oppose it and ignored the engineer because he can?

My profession as a landlord is the only means of survival available to me. If the court takes action that results in depriving me of this profession, it is likely that I will be forced to live on the street, to seek some source of charity, or to engage in some illegal activity in order to survive.

I believe that the entire notion of imputing an income is a thinly veiled attempt by the court to raise revenue beyond what is legitimately available. When compliance is impossible, then the practice enables the court to seize property which it can use as an additional source of revenue. Such self-serving behavior by an allegedly impartial court is repugnant to the principles upon which America was founded.

You have my permission to present this letter to the court or to anyone else who might be interested in it.

Sincerely,

A handwritten signature in cursive script that reads "Sam A. Milam III". The signature is written in dark ink and is positioned above the typed name.

Sam Aurelius Milam III  
439 S. White Road  
San Jose, California 95127

Saturday, September 14, 1996

Kevin Veltfort  
Carpenter & Mayfield  
131 George Street  
San Jose, California 95110

Dear Kevin

I'm writing this letter to express my opinion with regard to the DNA test that was presumably conducted using my blood. Incidentally, so far as I know, we have never been shown any proof that such a test was actually conducted.

Throughout this matter, I have refused to voluntarily submit blood for a DNA test. My opinion is that to provide blood for that purpose is to provide information that might be used against me. There can be no doubt that DNA is information. It is equally true that the intent of the District Attorney has been to use the information against me. I believe that in all matters I have a right to be presumed innocent and that I have no obligation to provide information that might be used against me.

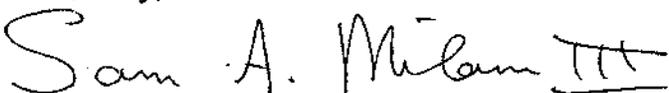
While I was in jail (against my will), I was forced to submit the blood. Even then, however, I refused to sign the consent form to do the DNA test. Assuming that the test was done, it was done without my consent.

Because the DNA test (assuming that it was done) was done without my consent using blood that I was forced to provide, I do not regard the results of the test as legitimate evidence. Rather, I regard it as an instance of involuntary self-incrimination. Whether or not the court agrees with me, I would like for my opinion to be noted. There are at least two reasons why I believe this to be important.

- First are the facts that I have not admitted paternity and I do not regard the DNA test as being legitimately admissible proof thereof. Although the court will compel me to make child support payments, I do not wish to legitimize, by appearing to agree with it, action of the court that I regard as improper.
- Second, I do not wish for the government to retain the information about me that is inherent in my DNA. Such information in the hands of the government is a serious threat to me. Eventually, as conditions permit, I intend to force the government to dispose of that information. My objection at this time could be important with regard to that eventual effort.

I request that you present this letter to the court and to anyone else who might be interested in it.

Sincerely,



Sam Aurelius Milam III  
439 S. White Road  
San Jose, California 95127

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

September 26, 1996

Sam Milam  
439 S. White Rd.  
San Jose CA 95127

Invoice #10269

	<u>Hrs/Rate</u>	<u>Amount</u>
08/29/96 Meet with client	1.00 175.00/hr	175.00
09/16/96 Review letters from client	0.50 175.00/hr	87.50
09/17/96 Telephone call with DA	0.10 175.00/hr	17.50
09/19/96 Telephone call with client	0.25 175.00/hr	43.75
09/23/96 Telephone call with client	0.10 175.00/hr	17.50
09/24/96 Telephone call with client	0.50 175.00/hr	87.50
Court: modification hearing, discussion with DA and Judge	0.50 175.00/hr	87.50

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

Sam Milam

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
09/25/96 Telephone call with client	0.10 175.00/hr	17.50
Locate and contact attorney to advise client regarding sale of home	0.10 175.00/hr	17.50
For professional services rendered	3.15	\$551.25
09/26/96 Payment from Trust Account		(\$328.75)
Balance due		\$222.50

Charges made and payments received after September 12, 1996 will  
appear on your next statement. *He*

Previous balance of client funds	\$28.75
Payments made from client funds	(\$328.75)
Payments made into client funds	\$300.00
New balance of client funds	\$0.00



"The only difference between  
Taxation and Extortion is the excuse  
for doing it."

— Sam A. Mitam III

**I WANT YOURS**



check for 400.00  
endorsed to C+M

Saturday, October 5, 1996

Carpenter and Mayfield  
131 George Street  
San Jose, California 95110

Dear Kevin

I haven't heard back yet from Mr. Le and I haven't actually decided for sure to sell to Sanchez. Either way, here's a preliminary version of a contract that I'd like to suggest.

Since the installments from this sale will be the only income that I will have, I will be well below the income level that creates a filing requirement for income tax. By taking payments instead of getting the money all at once, I avoid two problems: where to put a large amount of money that I receive all at once, and what to do about the lack of an income. I still need to know what you've learned about the capital gains tax situation.

I don't have the cash to pay this year's property tax. If I can legitimately expect the buyer to pay it, I'll write that into the contract. If not, it'll have to come out of escrow. What's your opinion?

I'd be happy to get your comments on this contract, if you care to make any.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III

439 S. White Road

San Jose, California 95127

408 272-2817 (voice message)

408 729-7918 (fax or data)

For data, send Mac files or DOS rtf files. Use 8N1, XON/XOFF. Send ZMODEM if possible.

**CONTRACT TO SELL REAL ESTATE**

1. This contract is made between SAM AURELIUS MILAM III, hereinafter called the Seller, and JOE A. SANCHEZ, hereinafter called the Buyer.

2. This contract defines the terms and conditions of sale of that parcel of real property, together with the buildings and improvements thereon, located at 439 S. White Road, in the County of Santa Clara, State of California, hereinafter called the Property, and more particularly described in Exhibit A.

3. The purchase price of the Property shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_).

4. The following sums shall paid out of escrow:

<u>Payment To:</u>	<u>Address</u>	<u>Amount Due</u>
NationsBank account number 1028153110	205 Park Club Lane P.O. Box 9000 Buffalo, New York 14231-9000	\$21,984.98
Santa Clara County Family Support Division ID#0000170371	2645 Zanker Road San Jose, California 95134	to be determined
escrow fees?	?	to be determined
Carpenter & Mayfield Attorneys at Law	131 George Street San Jose, California 95110	to be determined
Glenna Elaine Cole	Coyote Creek Mobile Homes 2580 Senter Road, Space 464 San Jose, California 95111	\$3450.00

5. All unpaid balances of the purchase price shall bear interest at the rate of zero percent (0%) per annum from the close of escrow until paid.

6. The Buyer shall pay to the Seller as follows:

- a. The Buyer shall pay to the Seller the sum of one thousand dollars (\$1000.00) upon execution of this contract through escrow, which sum shall be deducted from the unpaid balance of the purchase price.
- b. The Buyer shall pay the first installment on or before the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.
- c. The Buyer shall pay installments on or before the \_\_\_\_\_ day of each month.
- d. The amount of the installments shall be \$300 per month.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Seller Signature

## CONTRACT TO SELL REAL ESTATE

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- e. The Buyer and the Seller reserve the right to negotiate, at any time, a different amount of the installment that shall be mutually agreeable. Such adjustment shall become effective when signed by both the Buyer and Seller.
7. If the Buyer pays any sum in advance of the terms and conditions of this contract, then any taxes or other expenses that accrue to the Seller as a consequence of that payment shall be paid by the Buyer.
8. Subject to the other terms and conditions of this contract, the Buyer shall have the possession and use of the Property upon the close of escrow, subject to any easements, covenants or conditions which are encumbrances or restrictions of record.
9. The Buyer agrees to pay, prior to delinquency, all property taxes, assessments, or bonds which may become a lien upon the Property.
10. The property is sold as is, without warranty.
11. The Buyer assumes all hazards of damage to or destruction of all buildings and improvements now on the Property.
12. The Buyer assumes all hazards of the taking of the Property, or any part thereof, for public use.
13. The Seller agrees not to further encumber the Property.
14. Upon close of escrow, the grant deed conveying the Property to the Buyer shall be deposited in escrow. The grant deed shall be held by escrow subject to the Buyer fully performing under the terms and conditions of this contract. Upon such performance, the grant deed shall be delivered to the Buyer.
15. The Buyer shall, upon close of escrow, deposit in escrow his quitclaim deed conveying such property to Seller.
16. In the event that the Buyer fails to pay in a timely fashion any sum herein required to be paid by the Buyer, the Seller may, at his option, pay such sum on behalf of the Buyer and such sums paid by the Seller shall be added to the unpaid balance of the purchase price. Such payments by the Seller shall not waive the Buyer's default hereunder.

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Buyer Signature

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Seller Signature

**CONTRACT TO SELL REAL ESTATE**

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17. In the event that the Buyer is in default under any of the terms or conditions of this contract, and provided that such default shall continue for a period of 180 days or more,

a. the Seller may at his sole option terminate this contract in full upon written notice to the Buyer, unless the Buyer shall cure all the existing defaults prior to the mailing of the notice of termination.

b. In addition, the Seller may, at his sole option furnish a collection agency with copies of the notice of termination, and following the mailing of the notice, cause the collection agency to obtain the Buyer's quitclaim deed, and surrender the quitclaim deed to the Seller. The quitclaim deed may be recorded immediately upon receipt, at the election of the Seller.

c. In addition, the Seller hereby reserves and retains a power of sale which he may exercise in the same manner and to the same effect as provided in California law relating to a power of sale under a mortgage or deed of trust, provided only that the Buyer be in default under any of the terms or conditions of this contract.

d. The Seller and the Buyer hereby agree that the amounts paid by the Buyer under the terms and conditions of this contract are the reasonable monthly rental value of the Property, and that upon termination of this contract by the Seller due to any default by the Buyer, the Seller may retain from the Buyer's payments hereunder an amount equal to the total rental value of the Property during the period of the Buyer's occupancy. In the event that the Buyer's payments are less than this total rental value, the Buyer shall pay to the Seller the remaining balance of such rental value upon termination of the contract.

e. The Buyer agrees to pay the Seller's reasonable attorney's fees, and costs of collection, which may arise due to any default of the Buyer under any of the terms and conditions of this contract.

18. The Seller shall not under any circumstances have the power to terminate this contract other than in the event of the default of the Buyer as specified herein.

19. The Buyer and the Seller agree to open an escrow at

\_\_\_\_\_

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\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Seller Signature

**CONTRACT TO SELL REAL ESTATE**

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20. Escrow fees and all other charges shall be allocated between Buyer and Seller according to the customary practice in Santa Clara County. Taxes shall be paid by the Buyer. The existing impound account, if any, shall be assigned to the Buyer upon recordation of the grant deed.

21. All notices required under the provisions of this contract may be deposited with first class postage prepaid in the United States Postal Service, to the address of the addressee party as shown herein, and such notices so mailed shall be deemed to be delivered. Any party hereto may change his address by giving written notice to the other party of such change.

22. This contract shall be binding upon and enure to the benefit of the legal representatives, successors and assigns of all parties.

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Buyer Signature \_\_\_\_\_ Seller Signature \_\_\_\_\_

**CONTRACT TO SELL REAL ESTATE**

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In consideration of the covenants and agreements herein, we the undersigned Seller and the Buyer hereby agree to the terms and conditions of this contract.

Executed on \_\_\_\_\_, 1996,

at \_\_\_\_\_

**SELLER**

_____	_____
	Telephone Number
_____	_____
Signature	Street
_____	_____
Name Printed	City, State, Zip Code

**BUYER**

_____	_____
	Telephone Number
_____	_____
Signature	Street
_____	_____
Name Printed	City, State, Zip Code

**WITNESS**

_____	_____
	Telephone Number
_____	_____
Signature	Street
_____	_____
Name Printed	City, State, Zip Code

**WITNESS**

_____	_____
	Telephone Number
_____	_____
Signature	Street
_____	_____
Name Printed	City, State, Zip Code

# CONTRACT TO SELL REAL ESTATE

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## Exhibit A

### Description of Property

#### PARCEL ONE:

BEGINNING at a point on the Southwesterly line of White Road at the point of intersection thereof with the Southeasterly line of that certain Parcel of land conveyed in the Deed from William F. Rose, et ux, to Frank J. Marino et ux, dated March 1, 1954 and recorded March 4, 1954 in Book 2826 of Official Records, page 423; thence from said point of beginning along said Southeasterly line of the land of Marino South 56° 15' West 60.00 feet to an iron pipe; thence parallel with the said Southwesterly line of White Road, South 36° 10' East 110.00 feet to an iron pipe; thence North 56° 14' East 60.00 feet to the point on said Southwesterly line of White Road; thence along said last named line 110.00 feet to the Point of Beginning and being a portion of Lots 41 and 42, as shown upon that certain Map entitled, Map of Lyndale Subdivision of part of the Pala Rancho which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on September 16, 1907 in Book L of Maps, page 93.

#### PARCEL TWO:

BEGINNING at a point on the Southeasterly line of that certain Parcel of land conveyed in the Deed from William F. Rose, et ux, to Frank J. Marino, et ux, dated March 1, 1954 and recorded March 4, 1954 in Book 2826 of Official Records, page 423; distant thereon South 56° 14' West 60 feet from the point of intersection thereof with the Southwesterly line of White Road; said point of beginning being also the Northwesterly corner of that certain parcel of land conveyed in the deed from Manuel W. Ramos to Mary F. Duarte, dated August 21, 1956 and recorded August 29, 1956 in Book 3591 of Official Records, page 443; thence from said point of beginning, along the Southwesterly line of said last named parcel South 36° 10' East 110.00 feet to the Southwesterly corner thereof; thence South 56° 14' West 6.00 feet; thence North 36° 10' West 110.00 feet to a point on the Southeasterly line of the parcel of land deeded to Marino, first herein mentioned; thence along said last named line North 56° 14' East 6.00 feet to the Point of Beginning, and being a portion of Lots 41 and 42, as shown upon that certain Map entitled, "Map of Lyndale Subdivision of part of the Pala Rancho which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on September 16, 1907 in Book L of Maps, page 93.

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Buyer Signature

Seller Signature

# CONTRACT TO SELL REAL ESTATE

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## Exhibit A continued Description of Property

EXCEPTING THEREFROM that portion of said premises deeded to the county of Santa Clara, by deed recorded May 10, 1979 in Book E484 of Official Records, page 123, Series No. 6370109, Santa Clara County Records, being more particularly described as follows:

All that certain parcel of land situate in the County of Santa Clara, State of California, being a portion of Lots 41 and 42, as shown upon the "Map of Lyndale Subdivision of part of the Palo Rancho", as recorded in Book "L" of Maps, at page 93, Records of Santa Clara County, more particularly described as follows.

BEGINNING at a point on the Southwesterly right-of-way of White Road as shown on said Map at the point of intersection thereof with the Southeasterly line of that certain parcel of land conveyed by the deed recorded in Book 2826 of Official Records, page 423, Records of said County, said point also being the point of beginning of the parcel of land described as "Parcel No. 1 within the grant deed recorded in Book 5904 of Official Records, at page 668, records of said County; thence along said Southwesterly right-of-way line as shown on that certain Record of Survey recorded in Book 417 of Maps, at pages 9 and 10, Santa Clara County Records, South  $36^{\circ} 00' 47''$  East, 109.15 feet to the point of cusp; thence from a tangent that bears North  $36^{\circ} 00' 47''$  West along a curve to the left having a radius of 600.00 feet through a central angle of  $8^{\circ} 03' 16''$  an arc length of 84.35 feet to a point of reverse curvature; thence along a tangent curve to the right having a radius of 833.00 feet; through a central angle of  $1^{\circ} 47' 56''$  an arc length of 26.15 feet to a point in the Northwesterly line of said parcel, recorded in Book 2826 of Official Records, page 423; thence along said Northwesterly line North  $50^{\circ} 22' 23''$  East, 9.22 feet to the POINT OF BEGINNING.

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Buyer Signature

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Seller Signature

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

## ADDENDUM TO LEGAL SERVICES FEE AGREEMENT

Case Caption: County of Santa Clara, California v. Sam Aurelius  
Milam III

Client: SAM AURELIUS MILAM III

Case Number: DA 004443 Type: Family Law - Settlement of Child  
Support arrearage

This Agreement supplements the "Retainer Agreement" signed by Sam Aurelius Milam III on July 29, 1996. To the extent that the terms of that Agreement do not conflict with the terms of this Agreement they shall remain in effect as before.

This Agreement terminates John H. Webster's obligation as a cosigner for payment of Sam Aurelius Milam's attorney fees and costs to Carpenter and Mayfield.

I, Kevin D. Veltfort, agree to represent you in your effort to obtain a modification of the child support judgment entered against you in the above referenced matter as follows:

1. I will negotiate with the Santa Clara County District Attorney's Office on your behalf for a resolution of the outstanding child support and arrearage claims against you;

2. I will assist you in concluding the sale of your residence for the purpose of raising money to pay off the child support claim against you and legal fees;

3. I will assist you in concluding the sale of your sole residence located at 439 S. White Road in Santa Clara County, California. Specifically, I will attempt to help you resolve any difficulties that might arise as a result of your lack of any government sanctioned identification so that you can complete the sale of the above reference real property. You understand that I may not be able to resolve such problems to the satisfaction of a land title company, and that such failure will make it difficult for you to conclude the sale of your property.

Addendum to Legal Services  
Fee Agreement  
Page 1 of 3

Constance Carpenter

Daniel Mayfield

Kevin Veltfort

I understand that you object to the child support claim made by the Santa Clara District Attorney's Office, and that you do not believe that the District Attorney's Office has authority to seek such payments from you. I understand that you feel that you are acting under duress in this matter because the District Attorney has threatened to send you to jail if you do not make arrangements to pay child support and arrearages as demanded by them.

I further understand that if the difficulties resulting from your lack of government sanctioned identification are not resolved, then you might have to let the property go into foreclosure by the mortgage holder. You understand and acknowledge that without your cooperation to provide proper identification that I cannot guarantee any success in resolving the problems associated with your lack of government sanctioned identification.

I have agreed to accept further payment for your legal fees and cost in this matter from the proceeds of the sale of your residence located at 439 S. White Road in San Jose. You hereby agree to instruct your escrow agent to make payment to our office for any legal fees and expenses owed to us by you up and through the date that escrow is closed.

By signing this contract you acknowledge that I have made the following disclosures to you and that you fully understand these disclosures:

1. I do not practice Real Estate, Bankruptcy or Tax law and, therefore, cannot give you advice or counsel on those issues, except as to how such issues may affect the child support judgment entered against you and our efforts to settle that matter;
2. That you are not retaining my services for the purpose of selling your real property on your behalf. You understand and acknowledge that I have advised you to hire a licensed real estate agent for that purpose. You acknowledge that I have advised you that a Real Estate Agent is able to list your property and obtain exposure to a large number of potential buyers, and thereby insure that you obtain the highest value for the property. You further acknowledge that I have explained to you that if you choose to negotiate directly with a potential buyer that I cannot advise you as to the nature or contents of the land sale contract or deed, and that such advise must come from a qualified real estate attorney. I have advised you that I can refer you to a qualified attorney to handle those aspects of the case;
3. I have advised you to seek independent counsel to review and discuss this fee agreement with you and to advise you of your rights and responsibilities under this fee agreement. Your further

acknowledge that I have offered to refer you to a competent attorney for that purpose;

4. That your agreement to pay my legal fees from the proceeds from the sale of your house will give our office an interest in that property. I have explained to you that this situation may create a conflict between us. I have explained to you that such conflict may arise because our office will benefit if the property is sold as quickly as possible irrespective of the sale price, and that we do not obtain any financial benefit from maximizing the price you receive for the residence.

You understand and acknowledge that I have advised you to seek independent counsel to discuss this problem with you before you make any decision to waive the potential conflict. By signing this agreement you are acknowledging the existence of the above potential conflict, that you have had opportunity to consult with independent counsel as I have advised you to do, and that you have made the decision to waive any such potential conflict freely and intelligently.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin D. Veltfort

I have read the above, and the conditions have been explained to me, and I hereby agree to all of the terms and conditions of the contract described above. I further acknowledge that I have been given a copy of this agreement.

Dated: October 16, 1996

Client: \_\_\_\_\_

Sam A. Veltfort III

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

## Addendum to Legal Services Fee Agreement

Case Caption: County of Santa Clara, CA v. Sam Milam *Child Support Enforcement Case*  
Client: Sam Milam, III  
Case Number: DACC4443 Type: Family Law - Child Support

This Agreement supplements the "Retainer Agreement" signed by Samuel Milam, III on July 29, 1996. To the extent that the terms of that Agreement do not conflict with the terms of this Agreement they shall remain in effect as before.

I have agreed to represent you in your effort to obtain a modification of your child support obligation in the above matter, to help you negotiate with the Santa Clara County District Attorney's Office for a resolution of your outstanding child support obligations and arrearage, and to assist you in concluding the sale of your residence for the purpose of raising money to pay off your child support obligations and legal fees.

I have agreed to accept further payment for your legal fees and cost in this matter from the proceeds of the sale of your residence located at 439 S. White Road in San Jose. You hereby agree to instruct your escrow agent to make payment to our office for any legal fees and expenses owed to us by you up and through the date that escrow is closed.

By signing this contract you acknowledge that I have made the following disclosures to you and that you fully understand these disclosures:

1. I do not practice Real Estate or Bankruptcy law and, therefore, cannot give you advice or counsel on those issues, except as to how such issues may affect your child support obligations and our efforts to settle that matter;

2. That you are not retaining my services for the purpose of selling your real property on your behalf. You understand and acknowledge that I have advised you to hire a licensed real estate agent for that purpose. You acknowledge that I have advised you that a Real Estate Agent is able to list your property and obtain exposure to a large number of potential buyers, and thereby insure that you obtain the highest value for the property. You further acknowledge that I have explained to you that if you choose to negotiate directly with a potential buyer that I cannot advise you

as to the nature or contents of the land sale contract or deed, and that such advise must come from a qualified real estate attorney. I have advised you that I can refer you to a qualified attorney to handle those aspects of the case;

3. I have advised you to seek independent counsel to review and discuss this fee agreement with you and to advise you of your rights and responsibilities under this fee agreement. Your further acknowledge that I have offered to refer you to a competent attorney for that purpose;

4. That your agreement to pay my legal fees from the proceeds from the sale of your house will give our office an interest in that property. I have explained to you that this situation may create a conflict between us. I have explained to you that such conflict may arise because our office will benefit if the property is sold as quickly as possible irrespective of the sale price, and that we do not obtain any financial benefit from maximizing the price you receive for the residence. You understand and acknowledge that I have advised you to seek independent counsel to discuss this problem with you before you make any decision to waive the potential conflict. By signing this agreement your are acknowledging the existence of the above potential conflict, that you have had opportunity to consult with independent counsel as I have advised you to do, and that you have made the decision to waive any such potential conflict freely and intelligently.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin D. Veltfort

I have read the above, and the conditions have been explained to me, and I hereby agree to all of the terms and conditions of the contract described above. I further acknowledge that I have been given a copy of this agreement.

Dated: \_\_\_\_\_

Client: \_\_\_\_\_

**Carpenter and Mayfield**

Attorneys at Law

My  
proposal

Addendum to Legal Services  
Fee Agreement

Case Caption: \_\_\_\_\_

Client: \_\_\_\_\_

Case Number: \_\_\_\_\_ Type: \_\_\_\_\_

This Agreement supplements the "Retainer Agreement" signed by Sam Aurelius Milam III on July 29, 1996. To the extent that the terms of that Agreement do not conflict with the terms of this Agreement, the terms of that Agreement shall remain in effect as before.

This Agreement terminates the obligation accepted by John H. Webster as cosigner on the "Retainer Agreement" signed by Sam Aurelius Milam III on July 29, 1996.

I, Kevin Veltfort, agree to represent you, Sam Aurelius Milam III, in your effort to obtain a modification of your alleged child support obligation in the above matter. I understand that you do not agree that the obligation exists and that you consider that you are behaving under duress.

I agree to help you negotiate with the Santa Clara County District Attorney's Office for a resolution of that alleged obligation and arrearage.

I agree to assist you, as specified herein, in concluding the sale of your sole residence, located at 439 S. White Road in Santa Clara County, State of California. Specifically, I will resolve the difficulties that might arise as a result of your lack of any government sanctioned ID so that you can complete the sale without such government sanctioned ID. I understand that you do not possess and will not obtain such government sanctioned ID. I understand that you are selling the residence for the purpose of raising money to pay off your alleged child support obligations and the associated legal fees. I understand that you believe that you are being forced against your will to sell your sole residence and that you do not consider yourself to be doing so voluntarily. I understand that if the difficulties resulting from your lack of government sanctioned ID are not resolved, then you might be forced to abandon the residence.

I agree to accept further payment for legal fees and costs in this matter from the proceeds of the sale of your residence. You hereby agree to in-

struct your escrow agent to make payment to Carpenter and Mayfield for all reasonable legal fees and expenses owed to Carpenter and Mayfield by you up to and through the date that escrow is closed.

By signing this contract you acknowledge that I have made the following disclosures to you and that you fully understand these disclosures:

1. I do not practice Real Estate or Bankruptcy law and, therefore, cannot give you advice or counsel on those issues except as to how such issues may affect your alleged child support obligations and our efforts to settle that matter;
2. You are not retaining my services for the purpose of selling your residence on your behalf. You understand and acknowledge that I have advised you to hire a licensed real estate agent for that purpose. You acknowledge that I have advised you that a real estate agent is able to list your property and obtain exposure to a large number of potential buyers, and thereby insure that you obtain the highest sale price for the property. You further acknowledge that I have explained to you that if you choose to negotiate directly with a potential buyer, then I cannot advise you as to the nature or contents of the land sale contract or deed, and that such advice must come from a qualified real estate attorney. I have advised you that I can refer you to a qualified attorney to handle those aspects of the case;
3. I have advised you to seek independent counsel to review and discuss this fee agreement with you and to advise you of your rights and responsibilities under this fee agreement. You further acknowledge that I have offered to refer you to a competent attorney for that purpose;
4. Your agreement to pay my legal fees from the proceeds from the sale of your residence will give Carpenter and Mayfield an interest in that property. I have explained to you that this situation may create a conflict of interests between us. I have explained to you that such conflict of interests may arise because our office will benefit if the property is sold as quickly as possible irrespective of the sale price, and that we do not obtain any financial benefit from maximizing the price you receive for the residence.

[Note: Kevin; I'm not so sure that this is even relevant. Consider, for example, that something similar could be said about my original case. That is, you benefit if the case is prolonged as much as possible and I benefit if the case ends as quickly as possible, yet you have considerable power to influence the length of the case and are paid by the hour. If that doesn't cause a potential conflict of interests in the original case, then why worry about it in the real estate matter? If we worry about it in the real estate matter, does that suggest that I shouldn't trust you in the original case? I don't see much difference between the two situations. Either I trust you or I don't. It may be that a lawyer ALWAYS has

a potential conflict of interests with his client. Remember the Famous Old Saying: When a lawyer wins a case he loses a job.]

You understand and acknowledge that I have advised you to seek independent counsel to discuss this problem with you before you make any decision to waive the potential conflict of interests. By signing this agreement you are acknowledging the existence of the above potential conflict of interests, that you have had sufficient opportunity to consult with independent counsel as I have advised you to do, and that you have made the decision to waive any such potential conflict freely and intelligently.

I have read the above. I hereby agree to all of the terms and conditions of the contract described above.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin D. Veltfort

I have read the above. The conditions have been explained to me and I hereby agree to all of the terms and conditions of the contract described above. I further acknowledge that I have been given a copy of this agreement.

Dated: \_\_\_\_\_

Client: \_\_\_\_\_  
Sam Aurelius Milam III

Monday, October 21, 1996

Carpenter and Mayfield  
131 George Street  
San Jose, California 95110

Attn: Kevin Veltfort

This letter is with regard to my plans to sell my sole residence at 439 S. White Road, San Jose, California.

I'm presently negotiating with Cuong Tien Le. His address is 1091B McCreery Avenue, San Jose, California 95116. His phone number is 408 251-5043. Please note that I have not obtained his permission to distribute his address or phone number.

Mr. Le has expressed a desire to purchase the property since it is immediately adjacent to property that he already owns. In addition, my property is located between his property and White Road. Therefore, his acquisition of my property would give him direct access to White Road.

Mr. Le has contacted the Commonwealth Land Title Company for the purpose of the sale. I was contacted by Hillary, of that company. Her phone number is 408 998-4646.

In the unlikely event that Mr. Le and I do not reach an agreement with regard to the sale price of the property, then I intend to hire a real estate agent to place the property on the market. I will most likely hire the agent of whom we recently spoke. I do not presently recall his name, but I'm confident that you have a record of it and that I can obtain it from you if I need to do so.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III

439 S. White Road

San Jose, California 95127

408 272-2817 (voice message)

408 729-7918 (fax or data)

For data, send Mac files or DOS rtf files. Use 8N1, XON/XOFF. Send ZMODEM if possible.

Tuesday, October 22, 1996

Carpenter and Mayfield  
131 George Street  
San Jose, California 95110

Attn: Kevin Veltfort

Mr. Le seems to be hesitating about buying my property and I don't feel like waiting while he makes up his mind. Will you please send me the telephone number of the real estate agent of whom we spoke previously? If you prefer, you may have him call me. He can call at either my local phone number or the number of my friend in Idaho.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III

439 S. White Road

San Jose, California 95127

408 272-2817 (voice message)

(friend in Idaho)

408 729-7918 (fax or data)

Wednesday, October 23, 1996

Carpenter and Mayfield  
131 George Street  
San Jose, California 95110

Attn: Kevin Veltfort

This morning, I spoke to Mr. Le again. He still claims that he cannot buy my property because I don't have ID. I've explained twice now that it isn't a problem because I know a notary who will notarize my signature. Apparently, he has been advised otherwise by someone that he trusts more than he trusts me.

Clearly, I need to put the house on the market. Please "grease the skids" to whatever degree is appropriate with the real estate agent of whom we spoke recently and ask him to get in touch with me. You may give him all of my various numbers. I'm planning to begin traveling on or about Friday, October 25, 1996. After that, my local voice number will be inactive but the local fax number will remain in service. Messages given to Jan at the Idaho number will reach me.

It is my opinion that I can conduct this sale through the mail. I might have to make a trip through this area to visit the notary if I don't find another one elsewhere. I'll be sure to stay in touch with you. You have several ways to reach me whenever you need to do so.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly stylized font.

Sam Aurelius Milam III

439 S. White Road

San Jose, California 95127

408 272-2817 (voice message)

(Idaho)

408 729-7918 (fax or data)

# Carpenter and Mayfield

Attorneys at Law

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San Jose, California 95110  
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FAX (408) 287-9857

October 23, 1996

Sam Milam  
439 S. White Rd.  
San Jose CA 95127

Invoice #10413

	<u>Hrs/Rate</u>	<u>Amount</u>
10/01/96 Telephone call with client and with Jerry for Joe Sanchez	0.50 175.00/hr	87.50
Work on proposal to DA to settle matter; determine arrearage and future debt; offer to settle for payment of arrearage	0.50 175.00/hr	87.50
10/03/96 Telephone call with client	0.25 175.00/hr	43.75
10/04/96 Telephone call with client	0.10 175.00/hr	17.50
Work on fee agreement and settlement proposal	1.00 175.00/hr	NO CHARGE
Telephone call with DA	0.10 175.00/hr	17.50
10/07/96 Telephone call with client	0.25 175.00/hr	43.75

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Sam Milam

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	<u>Hrs/Rate</u>	<u>Amount</u>
10/07/96 Review letter from client	0.25 175.00/hr	43.75
10/09/96 Telephone call with client	0.10 175.00/hr	17.50
10/10/96 Review contract from client	0.25 175.00/hr	43.75
10/11/96 Telephone call with client	1.00 175.00/hr	175.00
10/18/96 Telephone call with client	0.25 175.00/hr	43.75
	<hr/>	<hr/>
For professional services rendered	4.55	\$621.25
Previous balance		\$222.50
10/04/96 Payment - thank you: check for \$400.00		(\$222.50)
10/23/96 Payment from Trust Account		(\$177.50)
		<hr/>
Total payments		(\$400.00)
		<hr/>
Balance due		\$443.75
		<hr/>

**Carpenter and Mayfield**

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

Sam Milam

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Charges made and payments received after October 23, 1996 will appear on your next statement.

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	<u>Amount</u>
Previous balance of client funds	\$0.00
Payments made from client funds	(\$177.50)
Payments made into client funds	\$177.50
New balance of client funds	\$0.00





# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)  
CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

## SELLER'S AGENT

A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- (a) A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer & the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

## BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer & Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

## AGENT REPRESENTING BOTH SELLER & BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of article 2.5 (commencing with Section 2373) of Chapter 2 of Title 9 of Part 4 of Division 3 of the Civil Code set forth on the reverse hereof. Read it carefully.

## I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

BUYER/SELLER Sam A. Miller III Date October 24, 1996 Time 9:50 AM/PM AM

BUYER/SELLER \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM \_\_\_\_\_

AGENT \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

This Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year, if the transaction involves one-to-four dwelling residential property, including a mobile home, as follows:  
(a) From a Listing Agent to a Seller: Prior to entering into the listing  
(b) From an Agent selling a property he/she has listed to a Buyer: Prior to the Buyer's execution of the offer.  
(c) From a Selling Agent to a Buyer: Prior to the Buyer's execution of the offer.  
(d) From a Selling Agent (in a cooperating real estate firm) to a Seller: Prior to presentation of the offer to the Seller.  
It is not necessary or required to confirm an agency relationship using a separate Confirmation form if the agency confirmation portion of the Real Estate Purchase Contract is properly completed in full. However, it is still necessary to use this Disclosure form.

THIS STANDARDIZED DOCUMENT HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS (C.A.R.) IN FORM ONLY. NO REPRESENTATION IS MADE AS TO THE APPROVAL OF THE FORM OF ANY SUPPLEMENTS NOT CURRENTLY PUBLISHED BY C.A.R. OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IT SHOULD NOT BE USED WITH EXTENSIVE RIDERS OR ADDITIONS.

A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized formats.  
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525 South Virgil Avenue, Los Angeles, California 90020  
REVISED 1/94

OFFICE USE ONLY  
Reviewed by Broker or Designee \_\_\_\_\_  
Date \_\_\_\_\_





# EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

## MULTIPLE LISTING AUTHORIZATION

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT — READ IT CAREFULLY.  
CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

1. **EXCLUSIVE RIGHT TO SELL:** I, the undersigned ("Seller") hereby employ and grant FIRESIDE REALTY ("Broker") the exclusive and irrevocable right commencing on OCTOBER 24, 1996, and expiring at 11:59 P.M. on APRIL 23, 1997, to sell or exchange the real property situated in the City of SAN JOSE, County of SANTA CLARA, California described as follows: 439 S. WHITE RD. ("Property").

2. **TERMS OF SALE:** The selling price shall be ONE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED FIFTY (\$ 149,950.00), to be paid as follows: ALL CASH AT CLOSE OF ESCROW.  
The following items of personal property are included in the above price: RANGE, WASHER, DRYER, REFRIGERATOR

3. **MULTIPLE LISTING SERVICE (MLS):** Broker is a Participant of SAN JOSE RE. BOARD & KE. INFILIAK Multiple Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations. Broker is authorized to cooperate with other real estate brokers, and to report the sale, its price, terms and financing for the publication, dissemination, information and use by authorized Association/Board members, MLS Participants and Subscribers.

4. **TITLE INSURANCE:** Evidence of title shall be a California Land Title Association policy of title insurance in the amount of the selling price. Upon request, a title insurance company can provide information about other types of title insurance coverage.

5. **COMPENSATION TO BROKER:**  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.**

Seller agrees to pay to FIRESIDE REALTY Broker(s), irrespective of agency relationship(s), as compensation for services 6.0 percent of the sales price, or \$ \_\_\_\_\_ as follows:  
(a) if the Property is sold by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;  
(b) if the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the consent of Broker, during the above time period or any extension of said time period;  
(c) if within 30 calendar days of the final termination, including extensions, of this Exclusive Authorization and Right to Sell, the Property is sold, conveyed, or otherwise transferred to anyone with whom Broker(s) have had negotiations prior to final termination provided that Broker has given to Seller, prior to or upon termination, a written notice including the names of the prospective purchaser(s). This section (c) shall not apply if Seller enters into a valid listing agreement with another licensed real estate broker after the final termination of this Exclusive Authorization and Right to Sell;  
(d) in the event of an exchange, permission is hereby given Broker to represent all parties and collect compensation from them provided that there is full disclosure to all parties of such agency;  
(e) if completion of the sale is prevented by default of Seller, then upon such default;  
(f) if completion of the sale is prevented by a party to the transaction other than Seller, then only if and when Seller collects damages by suit or otherwise and then in an amount not less than one-half of the damages recovered, but not to exceed the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any;  
(g) Broker(s) is authorized to cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker(s);  
(h) Seller hereby irrevocably assigns to Broker(s) the funds and proceeds of Seller in escrow equal to the above compensation.

6. **AGENCY RELATIONSHIPS:** Broker shall act as the agent for Seller in any resulting transaction. Depending upon the circumstances, it may be necessary or appropriate for Broker to act as agent of both Seller and Buyer, exchange party, or one or more additional parties. If applicable, Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If the Property is a residential dwelling with one to four units, Broker shall provide agency relationships disclosure as required by law. Seller understands that Broker may have or obtain listings on other properties and that potential buyers may consider, make offers on, or purchase through Broker property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during, and after the expiration of this agreement.

7. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the purchase price.

8. **HOME WARRANTY PLAN:** Seller is informed that home warranty plans are available. Such plans may provide additional protection and benefit to Seller and potential buyers. Cost and coverage may vary.

9. **KEYBOX:** Seller authorizes Broker to install a KEYBOX. (Initial) YES ( ) NO (SAJ)

10. **SIGN:** Seller authorizes Broker to install a FOR SALE/SOLD sign on the property. (Initial) YES (SAJ) NO ( )

11. **PEST CONTROL:** Seller shall furnish a current Wood Destroying Pests and Organisms Inspection Report of the main building and all structures of the Property, except \_\_\_\_\_. (Initial) YES ( ) NO (SAJ)

12. **DISCLOSURE:** Unless exempt, Seller shall complete and sign a Real Estate Transfer Disclosure Statement concerning the condition of the Property. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller, or from any material facts which Seller knows but fails to disclose.

13. **EARTHQUAKE SAFETY:** If the Property is a residential dwelling with one to four units, Seller acknowledges receipt of a copy of the Homeowner's Guide to Earthquake Safety from Broker. (Initial) SAJ

14. **TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of FIRPTA (Internal Revenue Code §1445) and California Revenue and Taxation Code §18662, and regulations thereunder.

15. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.

16. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration arising out of this agreement, involving the Seller and/or Broker(s), the prevailing party shall be entitled to reasonable attorney's fees and costs except as provided in paragraph 17.

Broker and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.  
Seller's Initials (SAJ) ( ) Broker's Initials (JB) ( )

\* READ REVERSE SIDE OF PAGE 2 OF THIS AGREEMENT FOR ADDITIONAL INFORMATION.  
THIS STANDARDIZED DOCUMENT HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) IN FORM ONLY. NO REPRESENTATION IS MADE AS TO THE APPROVAL OF THE FORM OF ANY SUPPLEMENTS NOT CURRENTLY PUBLISHED BY C.A.R. OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IT SHOULD NOT BE USED WITH EXTENSIVE RIDERS OR ADDITIONS.  
A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

OFFICE USE ONLY  
Reviewed by Broker or Designee \_\_\_\_\_  
Date \_\_\_\_\_



**17. MEDIATION OF DISPUTES:** BROKER AND SELLER AGREE TO MEDIATE ANY DISPUTE OR CLAIM BETWEEN THEM ARISING OUT OF THIS CONTRACT OR ANY RESULTING TRANSACTION BEFORE RESORTING TO ARBITRATION OR COURT ACTION. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation fee, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation, consistent with Evidence Code §1152.5. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION. However, the filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not in itself constitute a loss of the right to recover attorney's fees under this provision. The following matters are excluded from the requirement of mediation hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985, (b) an unlawful detainer action, (c) the filing or enforcement of a mechanic's lien, and (d) any matter which is within the jurisdiction of a probate court.

**18. ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity between Seller and Broker arising out of this contract or any resulting transaction which is not settled through mediation shall be decided by neutral, binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings.

The arbitration shall be conducted in accordance with the rules of either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Services, Inc. (JAMS). The selection between AAA and JAMS rules shall be made by the claimant first filing for the arbitration. The parties to an arbitration may agree in writing to use different rules and/or arbitrator(s). In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985, (b) an unlawful detainer action, (c) the filing or enforcement of a mechanic's lien, (d) any matter which is within the jurisdiction of a probate or small claims court, and (e) an action for bodily injury or wrongful death, or for latent or patent defects, to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

"NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Seller's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_

1 \_\_\_\_\_ WS1 \_\_\_\_\_

**19. ADDITIONAL TERMS:** \_\_\_\_\_

HOME TO BE SOLD "AS-IS" - PROSPECTIVE BUYERS TO HAVE ANY & ALL INSPECTIONS DESIRABLE WITH PURCHASE SUBJECT TO BUYER APPROVAL OF INSPECTION REPORTS.

SS#

**20. ENTIRE CONTRACT:** All prior agreements between the parties are incorporated in this agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing.

**21. CAPTIONS:** The Captions in this contract are for convenience of reference only and are not intended as part of this contract.

I, the Seller, warrant that I am the owner of the Property or have the authority to execute this contract. I acknowledge that I have read and understand this contract, including the information on the reverse side, and have received a copy.

Date October 29, 1996 San Jose, California Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 Seller Sam A. Melnick Address \_\_\_\_\_  
 Seller \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

In consideration of the above, Broker agrees to use diligence in procuring a purchaser.  
 Date 10/29/96, 19\_\_\_\_ Telephone 408-267-5350 Fax 408-267-1244  
 Real Estate Broker Jerry Burnett Address 2184 Lincoln Ave  
 By FIRESIDE REALTY City SAN JOSE State CA Zip 95125

Class 1 - SINGLE FAMILY RESIDENTIAL

DRE#(R): [ ] LISTING AGENT

MLS#: [ ] ASSIGNED BY COMPUTER

CONTROL WORDS Fill in the boxes for each control word. When the listing is entered using the program LIST the computer will automatically insert the appropriate information in the shaded boxes.

FORM REVISION DATE: AU/94

Location /Description

Map & Schools

Financial Information

Office Information

CO(1): SCL PN(1): 1484-26-079 AR(1): 4
NO(1): 439 DI(1): S ST(1): WHITE DS(1): R1D
CT(1): ST ZC(1): 95129 CS(1): EAST HILLS DR
ZN(1): R1A TR: BD:
LS(1): 1930 SF(1): 295 DB(1): C AG(1): 41
MB: X DR: X LR: X FR: X KT: X

PG(1): 14 HZ(1): 4 VT(1): 7 ED(1): 4.82 HD(1): 4.82 ES: MS: HS:
LP(1): 149950 CA: MP(1): 312 TT: AF:
TL(1): 21004 TX: 268 RT: 600 CR(1): 32

LA(1): TERRY B. BOWMAN, FIVE AP(1): 408-377-8122
LO(1): F. L. RESIDENTIAL REALTY, INC. RP(1): 408-267-5350
FX: 408-267-1364 OB(1): T OC: T
OP: 408-992-2963 OW: SAM M. WILLIAMS
LD(1): 01/24/96 XD(1): 01/23/97
T1: T2:

MONTH ABBREVIATIONS JA FE MR AP MY JN JL AU SE OC NO DE



CHARACTERISTICS Underline appropriate selection(s) for each category. The (R) denotes a required entry.

- A. TYPE(1) 1. Detached Single Family
B. STYLE 1. Cabin
C. BEDROOMS(1) 0. Studio
D. BATHROOMS(1) 1. 1
E. FAMILY ROOM & INFORMAL DINING AREA(1) 1. Separate Family Room
F. OTHER AREAS 1. Laundry Area - Inside
G. FIREPLACE(1) 1. Yes Fireplace
H. FOUNDATION(1) 1. Concrete Perimeter
I. HEATING(1) 0. No Heating
J. FLOOR COVERING(S) 10. Wall to Wall Carpeting

**EXTERIOR (J-P)** Underline appropriate selection(s) for each category. The (R) denotes a required entry.

- J. ROOF(R)**  
 1. Clay  
 2. Slate  
 3. Concrete  
 4. Wood  
 5. Composition  
 6. Fiberglass  
 7. Metal  
 8. Rock  
 9. Foam  
 10. Tile  
 11. Shake  
 12. Shingle  
 13. Tar & Gravel  
 14. Mansard  
 15. Other
- EXTERIOR**  
 16. Stucco  
 17. Brick  
 18. Shingle  
 19. Wood  
 20. Stone  
 21. Metal  
 22. Vinyl
- K. WATER(R)**  
 1. Private/Mutual Water  
 2. City/Public Water  
 3. Domestic Well  
 4. Shared Well  
 5. Agricultural Well/Other
6. Spring  
 7. Storage Tank  
 8. Other
- SEWER OR SEPTIC(R)**  
 9. No Sewer or Septic  
 10. Sewer in Street & Connected  
 11. Sewer Not Connected  
 12. Septic  
 13. Cesspool  
 14. On Bond  
 15. Inspection Required
- L. GARAGE/PARKING(R)**  
 0. No Garage/Carport  
 1. 1 Car Garage  
 2. 2 Car Garage  
 3. 3 or More Car Garage  
 4. 1 Car Carport  
 5. 2 or More Car Carport  
 6. Attached  
 7. Detached  
 8. Tandem  
 9. Uncovered Parking  
 10. RV or Boat Parking  
 11. Guest Parking Area  
 12. Off Street Parking  
 13. Garage - Converted  
 14. Underground Parking  
 15. Electric Door or Gate Opener  
 16. Street Parking Only  
 17. Alley Access
- M. VIEW**  
 1. Neighborhood  
 2. Ocean  
 3. Bay  
 4. Lake  
 5. Golf Course  
 6. Mountains  
 7. Valley  
 8. Marina  
 9. Canyon  
 10. Green Belt  
 11. City Lights
- N. LOT SIZE(R)**  
 1. 1 to 4,500 Sq. Ft.  
 2. 4,500+ to 6,500 Sq. Ft.  
 3. 6,500+ to 8,000 Sq. Ft.  
 4. 8,000+ Sq. Ft. to .25 Acre  
 5. .25+ to .50 Acre  
 6. .50+ to 1 Acre  
 7. 1+ to 2.5 Acres  
 8. 2.5+ to 5 Acres  
 9. 5+ to 10 Acres  
 10. 10+ to 20 Acres  
 11. 20+ to 40 Acres  
 12. 40+ or More Acres
- LOT DESCRIPTION**  
 13. Cul-de-Sac  
 14. Court  
 15. "T" Intersection
16. Corner  
 17. Flag Lot  
 18. Zero Lot Line  
 19. Level  
 20. Sloped Up From Street  
 21. Sloped Down From Street  
 22. Agricultural Use  
 23. Ocean  
 24. Bay  
 25. River/Stream/Lake  
 26. Other Waterfront
- O. YARDS/GROUNDS**  
 1. Deck  
 2. Patio  
 3. Patio or Deck Covered  
 4. Patio or Deck Enclosed  
 5. Greenhouse  
 6. Gazebo  
 7. Tennis Court  
 8. Tennis Court - Community  
 9. Possible Tennis Court Site  
 10. Game Court  
 11. Boat Dock  
 12. Fenced Yard  
 13. Sprinklers - Front  
 14. Sprinklers - Rear  
 15. Automatic Sprinkler(s)  
 16. Barbecue Area  
 17. Horse(s) Permitted
18. Other Livestock Permitted  
 19. Barn(s)  
 20. Arena  
 21. Stable  
 22. Dog Run/Kennel
- P. POOL(R) (SELECT ONE: 0-1)**  
 0. No Pool  
 1. Yes Pool  
 2. Pool - In Ground Concrete  
 3. Pool - In Ground Other  
 4. Pool - Above Ground  
 5. Pool - Indoor
- POOL OPTIONS**  
 6. No Heater  
 7. Gas Heated  
 8. Electric Heated  
 9. Solar System  
 10. Solar Cover  
 11. Black Bottom  
 12. Lap Only  
 13. Pool Sweep Included  
 14. Pool Cover  
 15. Cabana/Dressing Room  
 16. Membership Fee  
 17. Possible Pool Site  
 18. Association Pool
- SPAS/SAUNA**  
 19. Spa or Hot Tub  
 20. Sauna or Steam Room  
 21. Association Spa

**ADDITIONAL INFORMATION (Q-Z)** Underline appropriate selection(s) for each category. The (R) denotes a required entry.

- Q. EXISTING FINANCING FIRST LOAN(R) (SELECT ONE: 0-5)**  
 0. No First Loan  
 1. Conventional  
 2. Private  
 3. VA  
 4. CAL-VET  
 5. FHA  
 6. Contract of Sale  
 7. AITD  
 8. Impounds Included  
 9. Balloon Payment  
 10. Graduated Payment Mortgage  
 11. Adjustable Rate Mortgage  
 12. Assumable  
 13. Fully Amortized  
 14. Payment Includes PITI  
 15. MIP/PMI Included in Payment  
 16. Prepayment Penalty
- SECOND LOAN**  
 17. Private  
 18. Conventional  
 19. Assumable  
 20. Not Assumable  
 21. Fully Amortized  
 22. Balloon
- THIRD OR MORE**  
 23. Private  
 24. Conventional  
 25. Assumable  
 26. Not Assumable  
 27. Fully Amortized  
 28. Balloon
- R. NEW TERMS(R)**  
 1. All Cash or Conventional  
 2. Seller May Carry 1st  
 3. Seller May Carry 2nd or Other  
 4. Seller May Pay Points  
 5. Use Existing Lender  
 6. Seller May Share Equity  
 7. Assumable Financing  
 8. Replace Trust Fund  
 9. VA Possible  
 10. FHA Possible  
 11. CAL-VET  
 12. Assumable by Qualified Vet.  
 13. AITD
14. Contract of Sale  
 15. Buyer's Financial Statement Is Required  
 16. Lease Option  
 17. Trade Possible
- POSSESSION**  
 18. Immediate  
 19. COE  
 20. COE + 3-5 Days  
 21. COE + 30 Days  
 22. Negotiate  
 23. Tenant Rights
- S. LISTING INCLUDES(R)**  
 0. None  
 1. Cooktop Range  
 2. Built - in Oven  
 3. Built - in Oven/Range Combo  
 4. Free Standing Range/Oven  
 5. 2 or More Ovens  
 6. Self Cleaning Oven  
 7. Microwave Oven  
 8. 1 Dishwasher  
 9. 2 or More Dishwashers  
 10. Disposer  
 11. Trash Compactor  
 12. Refrigerator  
 13. 2 or More Refrigerators  
 14. Freezer  
 15. Washer  
 16. Dryer  
 17. Window Coverings  
 18. Water Treatment System  
 19. Water Softener - Owned  
 20. Water Softener - Rented  
 21. Security Alarm System - Owned  
 22. Security Alarm System - Leased  
 23. Other
- T. AMENITIES**  
 1. 220 Volts in Kitchen  
 2. 220 Volts in Laundry Area  
 3. Gas Hookup in Kitchen  
 4. Gas Hookup in Laundry Area  
 5. Gas Water Heater  
 6. Electric Water Heater  
 7. Solar Water Heater  
 8. Skylight(s)  
 9. Satellite Dish
10. Wet Bar  
 11. Inside BBQ  
 12. Air Purifier Built In  
 13. Built-in Vacuum  
 14. Cable TV Available  
 15. TV Antenna  
 16. Intercom  
 17. Fire Sprinkler System  
 18. Central Fire Alarm  
 19. Attic Fan  
 20. Ceiling Fan(s)  
 21. Security Fence/Perimeter  
 22. Vaulted/Cathedral Ceiling  
 23. High Ceilings  
 24. Garden House Windows  
 25. Bay Windows  
 26. Double Pane Windows
- U. HOMEOWNERS PROTECTION PLAN**  
 0. No Protection Plan  
 1. Provided by Seller  
 2. Split 50/50
- ENERGY FEATURES**  
 3. Weather-Stripped Doors  
 4. Insulated Hot Water Heater  
 5. Low-Flow Shower Head(s)  
 6. Low-Flow Toilet(s)  
 7. Caulked & Sealed Openings  
 8. City or County Audit Required
- INSULATION**  
 9. Ceilings Insulated  
 10. Walls Insulated  
 11. Insulation Unknown  
 12. Per Owner
- V. EARTHQUAKE FAULT ZONE(R)**  
 0. No  
 1. Yes  
 2. See Report
- FLOOD AREA(R)**  
 3. Yes - Flood Insurance May Be Required  
 4. No  
 5. Flood Plain  
 6. Flood Way  
 7. See Report
- W. SPECIAL INFORMATION**  
 1. Fixer Upper  
 2. Bonds(s) or Assessment(s)  
 3. Call Listing Agent Before Writing Deposit Receipt  
 4. Seller is a Licensed Real Estate Agent  
 5. Agent is Related to Seller  
 6. Agent Has Financial Interest in Property  
 7. Corporate Ownership  
 8. Common Ownership of Amenities  
 9. Certain Fixed Real Property Excluded - Contact L.A.  
 10. Hazard Area Map Reading Furnished by Seller  
 11. Leased Land  
 12. Subject to 1031 Tax Exchange  
 13. Court Confirmation Required  
 14. Court Confirmation May Be Required  
 15. School District Under Court Ruling  
 16. Located in Coastal Zone  
 17. Pending Litigation  
 18. Within Agricultural Zone  
 19. Adjacent to Agricultural Buffer Zone  
 20. Adjacent to Timber Production Zone
- SPECIAL FEATURES**  
 21. Handicapped Bath Features  
 22. Wheelchair Ramps  
 23. Bathroom Rails  
 24. Flashing Doorbell Warning  
 25. Lower Light Switches  
 26. Elevator
- X. DOCUMENTS AVAILABLE**  
 1. Association Documents  
 2. Geological/Flood Report  
 3. Land Lease Agreement  
 4. Permits - Specify in Remarks  
 5. Pest Control Report (SPC)  
 6. Pool Report  
 7. Preliminary Title Report  
 8. Property Inspection Report
9. Real Estate Transfer Disclosure Statement (TDS)  
 10. Rental or Lease Agreement(s)  
 11. Road Agreement  
 12. Roof Report  
 13. Sewer or Septic Report  
 14. Soils Report  
 15. Water System Agreement  
 16. Water Test(s) Logs  
 17. Well Report  
 18. CC & RS  
 19. Environmental Report  
 20. Earthquake Disclosure  
 21. Mello-Roos Information
- Y. SHOWING INSTRUCTIONS(R)**  
 0. No Keysafe  
 1. Supra Keysafe  
 2. Other Keysafe - Call  
 3. Combination Key Box  
 4. Key In Listing Office  
 5. Call First - Then Keysafe  
 6. Appointment Only  
 7. Call Listing Agent  
 8. Go Direct  
 9. Locked Main Entrance Gate  
 10. Do Not Disturb Occupants  
 11. Make Offer Subject to Inspection  
 12. Restricted Hours  
 13. 24-Hour Notice Required  
 14. Other
- Z. FOR BROKER USE ONLY**  
**TYPE OF LISTING AGREEMENT(R)**  
 (SELECT ONE: 1-5)  
 1. Exclusive Right To Sell (ER)  
 2. Exclusive Agency (EA)  
 3. Open (Non-Exclusive Agency)  
 4. Exclusive Right to Sell with Reservations (to named parties)  
 5. Net  
 6. In-House Commission Varies (Variable Rate Commission)
- PRINTING INSTRUCTIONS(R)**  
 7. No Photo or Out of Area  
 8. Photo, Map or Rendering Submitted

**REMARKS:** The computer will prompt for four lines of remarks at 78 characters a line. Enter confidential information on L4 (line 4) only.

L1: \_\_\_\_\_

L2: \_\_\_\_\_

L3: \_\_\_\_\_

L4: \_\_\_\_\_

Broker hereby certifies that he/she has a valid written listing agreement pertaining to the above property executed by all of the sellers and which meets all the requirements of law including California Civil Code Sections 1086-1090.

Broker Signature \_\_\_\_\_ Listing Agent \_\_\_\_\_ Date \_\_\_\_\_ 19 \_\_\_\_\_

SELLER'S COPY

CLASS 1 - SINGLE FAMILY RESIDENTIAL (PAGE 2 OF 2)

Sunday, October 27, 1996

Fireside Realty  
2184 Lincoln Avenue  
San Jose, California 95125

Attn: Jerry Burnette

I have located the account number of my present mortgage. It is 1028153110.  
The name and address of the mortgage company are:

NationsBank Mortgage Corporation  
PO Box 9000  
Buffalo New York 14231-9000

Their toll free number is 1 800 285-6000

I'm also sending a copy of an article that I wrote and published in the July 1995 issue of my newsletter, the Frontiersman. The article is apropos of my position regarding government sanctioned systems of identification.

I have other information for you, but I don't have it prepared to send.

Please contact me as appropriate.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III  
479 E. 700 N.  
Firth, Idaho 83236

(voice)

208 346-6406 (fax)

Monday, November 4, 1996

Carpenter and Mayfield  
131 George Street  
San Jose, California 95110

Attn: Kevin Veltfort

This is to acknowledge receipt of the bill showing my balance due as \$443.75 as of October 23, 1996.

I presume that you continue to agree that the amount due will come out of escrow when I sell my home. Please inform me if any change in that situation occurs.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III

479 E. 700 N.

Firth, Idaho 83236

(voice message)

208 346-6406 (fax or data)



# Fireside Realty

## FAX COVER SHEET

DATE: 11-13-96 TIME: 4:00 AM/PM (PM)

FROM: JERRY BURNETTE  
FIRESIDE REALTY: PHONE (408) 267-5350  
FAX PHONE: (408) 267-1364

← FAX BACK #

TO: SAM MILAM

REGARDING: 439 S. WHITE RD

# OF PAGES INCLUDING THIS COVER SHEET: 3

FAX PHONE: (208) 346-6406

- (1) AUTH. FORM TO REDUCE PRICE TO \$140,000.
- (2) COPY OF CURRENT LISTING - DO YOU SEE ANYTHING INCORRECT OR ANYTHING YOU'D LIKE TO CHANGE?

*Jerry*

THE INFOLINK STATUS CHANGE FORM

Date 11-13-96 Broker Code FRSD 1.1 Listing Agent JERRY BURNETTE  
 MLS# 647082 Class 1 Listing Office FIRESIDE REALTY  
 Property Address 4395 WHITE RD Office Phone (408) 267-5550  
SAN JOSE Recip To \_\_\_\_\_ MLS# 647082

Check the appropriate new status/change and complete additional information

SALE

To report a Sale, mark the appropriate box below, and fill in related control words. Type SALE at Enter Program prompt.

- Status 2 Pending Release
- Status 3 Pending Show
- Status 4 Pending
- Status 5 Sold

Enter Control Words

SP<sup>PR</sup>: \_\_\_\_\_  
Pending Sale Price (is not disclosed until Close of Escrow)

FN<sup>PR</sup>: \_\_\_\_\_  
Financing Type (choose from list below)

CE<sup>PR</sup>: \_\_\_\_\_  
Close of Escrow Date

SA<sup>PR</sup>: \_\_\_\_\_  
Selling Agent's Name

SB<sup>PR</sup>: \_\_\_\_\_  
Selling Broker Code

Check ONE box and enter abbreviation above in "Financing Type"

- (CASH) All Cash, No Loans
- (CONV) Conventional-New 1st Loan
- (CTEL) Cash to Existing Loan
- (CVCW) Conventional 1st + Owner Carried 2nd Deed of Trust
- (CROW) Cash to Existing Loan + Owner Carried 2nd Deed of Trust
- (CV1C) Conventional New 1st Deed of Trust + Conventional New 2nd Deed of Trust
- (CTCV) Cash to Existing Loan + Conventional 2nd Deed of Trust
- (OC1S) Owner Carried 1st Deed of Trust
- (AITD) All Inclusive Trust Deed
- (COS) Contract of Sale
- (LSEO) Lease Option
- (VA) Veterans Administration
- (FHA) Federal Housing Administration
- (CALV) California Veteran's Administration
- (SPP) Seller Paid Points
- (SSE) Seller Shared Equity
- (R/L) Rent/Lease

TRANSACTION FELL THROUGH

To report a Transaction Fell Through, enter TFT.

- Status 1 Active

CANCELED / WITHDRAWN

To report a withdrawn/canceled, enter OFF. To add a withdrawn/canceled back to the system, call/fax the MLS.

- Status 7 Canceled (contract is terminated)
- Status 8 Withdrawn (contract is valid)

Enter Required Control Word

OM: \_\_\_\_\_  
Off Market Date

Signatures required by broker and seller, see below

EXTENSION

- Extend Expiration Date  
New XD: \_\_\_\_\_

Signatures required by broker and seller, see below

REVISIONS

- New List Price  
New LP: \$140,000 -

Other Revisions

ADDE  
November 13, 1996  
Sam A. Milam III

REMARKS

Remarks

L1: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 L2: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#647082 1/1 439 S WHITE RD 4/SJ BD 2 BA 1 LP:\$149,950  
 ZC:95127 CS:EAST HILLS DR ST:775/C DR: TL:\$21,000  
 CO:\$CC PG:14 H2:47 VT:71 AG:41 KT: CA:\$0  
 TB ED: MB: MP:\$317  
 BE:0 HD:474 TR: LS:6930 DR: AF:\$0  
 MS:0 PN:484-26-079 ZN:RIA FR: TX:\$258  
 ES:0 ED:451 OW:SAM MILLAM RT:\$600 TT:Y  
 T1: OC:T/JOHN LD:26/OC/96 DOM:2  
 T2: OP:408-972-2963 XD:23/AP/97 OLP:\$149,950  
 LO:FIRESIDE REALTY FRSD1.01 RP:408-267-5250 RD:28/OC/96  
 LA:GERALD BURNETTE CR:3.0% AP:408-377-8172

THIS IS A DISTRESS SITUATION. COUNTY FORCES SALE. OWNER IS UNEMPLOYED & HAS MOVED OUT OF STATE. ALLOW 7 DAYS FOR ACCEPTANCE. MUST BE SOLD IN AS-IS CONDITION. KNOWN DEFERRED MAINTENANCE ITEM IS THE TILED TUB-BACK. BUYERS ENCOURAGED TO GET ALL INSPECTIONS. MUST BE SHOWN BY APPOINTMENT.

DETACHED HOUSE	1 STORY	RANCH	2 BDRMS	1 BTH
1 SHWR OVR TUB	1 TUB	NO FAMILY ROOM	EAT IN KITCHEN	NO FORML DINING
LAUNDRY-INSIDE	NO-FIREPLACE	CONCRETE SLAB	LINO/VINYL FLRS	GAS HEAT
WALL FURNACE	NO COOLING	COMPOSITION RF	STUCCO EXTERIOR	PUBLIC WTR CO
SEWER IN & CONN	1 CAR GARAGE	ATTACHED BRKNG	RV/BOAT PARKING	VIEW-NEIGHBHD
6500+ - 8000 SF	PATIO/DECK CVRD	NO POOL	1ST LN-COV	ALL CASH/CONV
ROSS-COE	FR ST RNGE/OVN	1 REFRIGERATOR	WASHER	DRYER
GAS/KITCHEN	GAS WTR STR	NO HOMEOWN PP	INSULATION UNK	NO FAULT ZONE
NO FLOOD AREA	FIXER UPPER	PRELIM TITLE RP	RE TRANSF DISCL	NO KEYSAFE
APPT ONLY	EXCL RIGHT(ER)			

\*\* This Information Is Believed To Be Accurate But Is Not Guaranteed \*\*

Wednesday, November 13, 1996

Fireside Realty  
2184 Lincoln Avenue  
San Jose, California 95125

Attn: Jerry Burnette

This is to acknowledge receipt of the documents that you sent me by fax today:

- Status Change Form
- current listing

I have reviewed the current listing. There are, of course, a few abbreviations and entries that I do not understand. However, the listing appears to the best of my knowledge to be accurate.

Upon review of the Status Change Form, I did not observe a space for a signature to acknowledge the change in the List Price. Therefore, I have placed my signature on a blank line in the space in which the change is indicated on the form. Also, I hereby acknowledge and agree to the change in the list price from \$150,000 (\$149,950) to \$140,000 (\$139,950? — as appropriate).

I am returning herewith a copy of the Status Change Form containing my signature.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly stylized font.

Sam Aurelius Milam III  
439 S. White Road  
San Jose, California 95127

Monday, November 25, 1996

Carpenter & Mayfield  
131 George Street  
San Jose, California 95110

Attn: Kevin Veltfort

I have spent considerable time thinking about our most recent telephone conversation and reviewing the situation in general. I recognize that my case might be a bit unusual and that might make predictions difficult. Nevertheless, too many of the predictions in this case have been completely wrong. Originally, I was advised to plead "not guilty" and see if the prosecution could prove that I had an ability to pay. The public defender believed that they couldn't, and I'd be "home free". That didn't work. The public defender told me that, in return for a plea of "no contest", I could get out with one year of court probation. It wasn't until after I'd made the plea that the judge ordered three years of court probation. In addition, no one informed me in advance that I would be required to pay for and attend a brainwashing class. After you predicted that it would be up to the DA to prove how much income I had, we learned that they could just ask the judge to impute whatever income they want me to have. The income we tried to demonstrate will be added to the imputed income. Thus, the information I provided will be used against me. You told me that we could reduce the required payments to \$20 per month, then \$35 per month, then maybe \$150 or so, now who knows? You told me that we could just tell the DA to seize my home and I'd be done with the situation. Then we found out that the DA doesn't want to seize it. He wants me to sell it so this all appears to be voluntary and they won't get any "bad publicity". You thought we could get the so-called "arrearage" reduced. Apparently we can't do that either. Now you believe that we can set aside an additional \$10,000 to cover all future payments. I have my doubts. The poor track record of predictions in this case leads me to suspect that we haven't heard the worst yet. I expect that the DA will find some way to demand more than an additional \$10,000.

The fact is that from an original expectation (while I was still in jail) of getting the payment reduced to \$20 per month and keeping my home, I've been gradually ratcheted into losing my home and paying over \$40,000. I feel that I've been eased into a position that I'd not have accepted if anybody had told me in advance what that position was

going to be. If the early predictions hadn't been so encouraging, I might have made an entirely different decision when I was released from jail. If the deal had gone bad all at once instead of gradually, I might have dropped it long ago. Instead, I've been pushed into losing my home so I can give \$40,000 to an unfit mother who'll spend it on cigarettes and a BMW while her child eats left-over junk food.

I've considered your latest information, and I'm still tentatively willing to accept the deal, as bad as it has become. However, I'm very marginal about it and I might change my mind if provoked any further. I'm still willing to turn this into a fight if necessary. I'd rather not have it come to that, and so far you have provided an alternative. I've tried to benefit from that alternative. However, I'm not willing to be pushed without limit. I think everybody in this matter should be reminded one more time that **I still own my house**, and that nobody can force me to sell it if I decide not to. Until I sell it, I still have some control. So far, I have made every compromise that has been made in this matter. The DA has made none at all. As my most recent act of good faith, I dropped the selling price on my house. Throughout this affair, the DA has refused our every offer and immovably asserted his arrogant demands.

It is time for the DA to demonstrate his willingness to deal in good faith. A good indication of such good faith would be to reduce the arrearage, which I believe he should do. As an absolute minimum, I want to know the DA's final demand **before** I sell my home, not after I sell it. I want a guarantee that the DA won't escalate his "final demand" after I've signed the papers and lost all control over the situation. I want a guarantee that there won't be new demands in future years. If I have to disown the child in order to accomplish this last item, then I will do so. If the DA offers a reasonable deal, then I'll sell the house. Otherwise, I will not. I reserve the right to refuse an unreasonable demand by the DA, regardless of the consequences. Until further notice, I will keep my property on the market but I will refuse to close any sale until the matters mentioned in this letter have been resolved. Please inform me of the DA's **final demand and guarantees** when you have that information.

You have my permission to show this letter to the DA or to the court if you wish to do so.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

November 29, 1996

Sam Milam  
439 S. White Rd.  
San Jose CA 95127

Invoice #10555

	<u>Hrs/Rate</u>	<u>Amount</u>
10/21/96 Meet with client	0.25 175.00/hr	43.75
Make preliminary draft of letter with settlement offer to DA	0.50 175.00/hr	87.50
10/22/96 Court: compliance hearing	0.50 175.00/hr	87.50
Finish settlement letter	0.25 175.00/hr	43.75
Telephone call with client	0.10 175.00/hr	17.50
10/23/96 Telephone call with client	0.10 <del>175.00/hr</del>	17.50
10/30/96 Review letter from DA, call DDA regarding what is going on	0.10 175.00/hr	17.50



# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

Sam Milam

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
10/31/96 Prepare stipulation	1.00 175.00/hr	175.00
<del>11/13/96 Telephone call to real estate agent</del>	<del>0.10 175.00/hr</del>	<del>17.50</del>
Telephone call with client	0.10 175.00/hr	17.50
11/25/96 Review letter from client	0.25 175.00/hr	43.75
Letter to client	0.25 175.00/hr	43.75
	<hr/>	<hr/>
For professional services rendered	3.50	\$612.50
Previous balance		\$443.75
		<hr/>
Balance due		\$1,056.25

Charges made and payments received after November 27, 1996 will appear on your next statement.

FAX: 408 287-9857

Facsimile Transmittal Cover Sheet

To: SAM Milam

Fax Number: 1-208-346-6906

Date: 12/2/96 Re: \_\_\_\_\_

This transmission of 3 pages, including this cover sheet,  
is being sent by K. Veltford  
of the Law Office of Carpenter and Mayfield.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Original will follow by mail.
- Original will not follow by mail.

Confidentiality Notice

The documents accompanying this facsimile transmission may contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone to arrange for return of the original documents to us.

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

Sam Milam III  
479 E. 700 N.  
Firth, Idaho 83236

FAX: 208-346-6406

Dear Sam:

I received your letter of November 25th. Please understand that I realize you are frustrated by the process and dealing with the District Attorney. However, please rest assured that you are doing the right thing.

In regard to the pay off for the existing arrearage, please note as follows:

1. The existing pay off is +\$31K. In addition, there will be an adjusted amount for the reduced support due since we filed the modification motion (based on whatever new support amount is awarded by the court when we return on December 17, 1996). The DA cannot give you a firm pay off amount for the arrearage because that number will vary depending on the new support figure. (Which is applied retroactive to the date we filed for the modification).

Please note that unless you sell the house by December 17 (your next court date on the motion to modify the child support order), it will be necessary for you to return and be in court on that day. Please confirm that you understand this. Also, unless you sell the house by that day the judge likely will include rental income in addition to any "imputed" income to calculate the new support amount.

2. By selling your house now you are able to pay off the arrearage and (as noted above) reduce the amount of your future support because the court cannot add rental income to your "imputed" income (as the DA has successfully argued to the court up to this point). Thus, it greatly benefits you to sell the house before we determine the modified support amount.

3. You can be forced to sell your home. While it is true that the DA refuses to foreclose on their lien, this matters little under the present circumstances. The Superior Court (Family) Judge can order the house to be sold. Please remember that you also face confinement by either the Family Court or the Criminal court if you do not make child support payments or payments toward the arrearage. As such, if you do not take care of the matter you will end up in jail and either the bank, the judge, or the DA will foreclose on the property and you lose it all anyway. Remember, although the DA may not want to foreclose, the judge can order you

to sell the house to pay off the arrearage. Moreover, irrespective of whether it is foreclosed or sold at a court ordered sale, it is a terribly wasteful way to liquidate that asset. By the time a foreclosure or court ordered sale is completed it is unlikely that there would be any additional cash left for you.

Alternatively, by selling the house voluntarily, even at a greatly reduced price, you avoid further criminal prosecution and wrap up the support matter. Most importantly, you can preserve a significant amount of the equity in your house for yourself.

4. Please note that by placing \$10-11k into a trust fund you are assured, to a reasonable degree, of sufficient funds to pay future support and that any unused portions will be returned to you. If she goes on welfare again they can only come after you for the court ordered support amount.

Please note that we have a court date in the Superior Court Family Division on December 17, 1996 on the motion to modify your support order. My idea was to have the house sale completed at that time so we could finalize the new support figure without having to argue about rental income. Moreover, the judge will have no sympathy if you still have the house and are looking to pay minimal support and cover the arrearage. It may not be fair, but that is the way the court tends to reason.

Given the situation, I recommend that you call Jerry and ask him to push the sale of the house. Tell him to continue to reduce the price further if necessary to get some solid bites on it. The bottom line is that you need to have a buyer lined up by mid December or this case gets more complicated.

Lastly, I know we have discussed this before, but I want to tell you again that you are doing the right thing. I don't believe that you need to compromise your values to move forward with this matter. My feeling is that your best strategy is to get out of the losing battles (as this one surely is) and focus your energies on the more productive confrontations. There are many ways to challenge and fight government incursions into our privacy and lives. However, under the present circumstances, losing your home and going to jail does nothing to help you advance your cause, either now or in the future. Alternatively, by cashing out and getting the DA off your back, you have freedom and the ability to hit them with your most powerful weapon, the pen.

Sam, please consider the above and confirm that you will push forward with the sale of the house. I do truly believe that doing so is in your best interests. However, you must move forward quickly to get the most benefit from that transaction.

Please call or write to confirm your thoughts on this matter.

Very sincerely yours,  
Kevin D. Veltfort



Tuesday, December 3, 1996

Carpenter and Mayfield  
131 George Street  
San Jose, California 95110

Attn: Kevin Veltfort

I have received your fax of December 2, 1996.

Please understand that:

- I am receiving no rental income whatsoever from my property in San Jose. All money from that rent is presently being used to pay for the expenses, upkeep, and management of the property. Furthermore, the present rent has not covered the property tax for this year, which I must pay out of my dwindling supply of cash.
- The cash that I presently have came largely from the sale of much of my personal property prior to leaving my home. My expenses since then have seriously depleted that supply of cash.
- I am presently unemployed. I have no transportation and no prospects for employment.

For these reasons, the only way that I can travel to San Jose to appear in court is to hitch-hike. That is unwise at any time of the year and more unwise in the winter. I believe that it would be an extreme hardship and a substantial personal risk for me to attempt to travel to San Jose. I will be unable to do so by December 17.

I recognize the advantages of voluntarily selling my house. Indeed, I have already agreed to do so. That is why I sold most of my possessions and moved out of the property. However, I need some assurance that the DA won't decide, after the sale, to demand the entire sale price for his settlement. The DA has been trying to "make an example" of me and I don't trust him. I need some assurance with regard to the amount that he will or will not demand. I believe that this is entirely reasonable. I see no reason why I should be expected to give him a "blank check", which is what you seem to be advising. I believe that you should confront the DA and demand to know his intentions.

I recognize the desirability of getting clear of this situation. However, I have seen nothing to convince me that the present settlement will be the last one. What is to prevent them from coming after me again on some pretext a year from now? My impression is that they intend to continue sucking until they have taken everything that I have. Why should I even care about the equity in my present property when any asset that I may acquire with that money will only attract further persecution? I believe it is reasonable

that they give me some reassurance in this regard if they want my cooperation. Again, I believe you should confront the DA and demand to know his intentions.

With regard to possible confinement for failure to make the presently required payments, you may inform the court that I have been paying what I am able to pay. I made the most recent payment on November 22, just over a week ago. Remember that I am living off of a dwindling supply of cash and presently have no way to acquire an income. If the court has me arrested, I will still be unable to pay more than I am presently paying. When my present cash is gone, I will be unable to make any payments at all. If I am in jail, I will have even less opportunity to acquire an income than I presently have. Maybe the judge is too stupid to figure this out. I believe you should explain it to her.

I will contact Jerry again and ask his advice with regard to a fair price for my house. However, I don't believe I should be expected to sell for less than a fair price. You can't seriously expect me to sell the house by December 17. That's eleven business days during the Christmas season. If I drop the price enough to guarantee a sale by then, I will have to give the house away. Why should I do that when, with equal profit (none) and less effort I can let them seize the house? Sometimes houses take months to sell. I had presumed that both you and the court were aware of this.

I suggest that you inform the DA that the quickest way to persuade me to refuse to sell my house is for the court to order me to sell it. I am presently trying to cooperate. It is time for the DA to do the same. It is long past the time for you to go to the DA and insist upon that cooperation.

I have tried to cooperate with the DA but I am tired of being pushed around. If necessary, I will return to my previous belligerent stance. I hope that you can prevent this by presenting my position persuasively and obtaining a reasonable resolution of this matter.

Sincerely,

**Sam A. Milam III**

Sam Aurelius Milam III

479 E. 700 N.

Firth, Idaho 83236

208 346-6406 (fax or data)

(voice)

Wednesday, December 4, 1996

Fireside Realty  
2184 Lincoln Avenue  
San Jose, California 95125

Attn: Jerry Burnette

I'm writing this letter with regard to my property at 439 S. White Road, in San Jose, California. Kevin Veltfort (Carpenter and Mayfield, 131 George Street, San Jose, California 95110) is concerned that the court might interpret the lack of potential buyers as evidence that we are not making a real effort to sell the property. He has requested that I consult with you to determine if it would be reasonable to make another reduction in the price that we are asking. I am willing to reduce the price if you believe our present advertised price is too high. However, I am not willing to "give the house away" merely to force a sale by some particular court date. I would appreciate it if you would suggest to me the price that we should reasonably ask for the property at this point.

Kevin has also requested that you document certain information for him by letter. He believes that this information will be useful to him in the arguments that he will be making at the next court hearing, on December 17. He would like to have the information before that date. The information that he has requested is:

- the date that we placed the house on the market
- the original advertised sale price
- the date when we first reduced the advertised sale price
- the advertised sale price after the first time that we reduced it
- the date of the second reduction in advertised sale price, assuming that we make a second reduction
- the advertised sale price after the second reduction, assuming that we make a second reduction

Please provide this information to Kevin at your earliest possible convenience.

Sincerely,



Sam Aurelius Milam III  
479 E. 700 N.  
Firth, Idaho 83236

(voice message)

208 346-6406 (fax or data)

copy to: Kevin Veltfort

Jerry Burnette

Wednesday, December 4, 1996  
page 1 of 1

Date 12/5/96 Broker Code FRSD 1-01 Listing Agent JERRY BURNETTE  
 MLS# 647082 Class 1 Listing Office FIRE SIDE REALTY  
 Property Address 439 So. WHITE RD Office Phone (408) 267-5350  
SNW DISE Recip To \_\_\_\_\_ MLS# \_\_\_\_\_

**Check the appropriate new status/change and complete additional information**

SALE	TRANSACTION FELL THROUGH
<p>To report a Sale, mark the appropriate box below, and fill in related control words. Type SALE at Enter Program prompt.</p> <p><input type="checkbox"/> Status 2 Pending Release  <input type="checkbox"/> Status 3 Pending Show  <input type="checkbox"/> Status 4 Pending  <input type="checkbox"/> Status 5 Sold</p> <p>Enter Control Words</p> <p>P1<sup>st</sup>: _____                  Pending Sale Price (is not disclosed until Close of Escrow)</p> <p>FN<sup>st</sup>: _____                  Financing Type (choose from list below)</p> <p>CE<sup>st</sup>: _____                  Close of Escrow Date</p> <p>SA<sup>st</sup>: _____                  Selling Agent's Name</p> <p>SB<sup>st</sup>: _____                  Selling Broker Code</p> <p>Check ONE box and enter abbreviation above in "Financing Type"</p> <p><input type="checkbox"/> (CASH) All Cash, No Loans  <input type="checkbox"/> (CONV) Conventional-New 1st Loan  <input type="checkbox"/> (CTEL) Cash to Existing Loan  <input type="checkbox"/> (CVCW) Conventional 1st + Owner Carried 2nd Deed of Trust  <input type="checkbox"/> (CTOW) Cash to Existing Loan + Owner Carried 2nd Deed of Trust  <input type="checkbox"/> (CVIC) Conventional New 1st Deed of Trust + Conventional New 2nd Deed of Trust  <input type="checkbox"/> (CTCV) Cash to Existing Loan + Conventional 2nd Deed of Trust  <input type="checkbox"/> (OC1S) Owner Carried 1st Deed of Trust  <input type="checkbox"/> (AITD) All Inclusive Trust Deed  <input type="checkbox"/> (COS) Contract of Sale  <input type="checkbox"/> (LSEO) Lease Option  <input type="checkbox"/> (VA) Veterans Administration  <input type="checkbox"/> (FHA) Federal Housing Administration  <input type="checkbox"/> (CALV) California Veteran's Administration  <input type="checkbox"/> (SPP) Seller Paid Points  <input type="checkbox"/> (SSE) Seller Shared Equity  <input type="checkbox"/> (R/L) Rent/Lease</p>	<p>To report a Transaction Fell Through, enter TFT.</p> <p><input type="checkbox"/> Status 1 Active</p> <hr/> <p style="text-align: center;"><b>CANCELED / WITHDRAWN</b></p> <p>To report a withdrawn/canceled, enter OFF. To add a withdrawn/canceled back to the system, call/fax the MLS.</p> <p><input type="checkbox"/> Status 7 Canceled (contract is terminated)  <input type="checkbox"/> Status 8 Withdrawn (contract is valid)</p> <p>Enter Required Control Word</p> <p>OM: _____                  Off Market Date</p> <p>Signatures required by broker and seller, see below</p> <hr/> <p style="text-align: center;"><b>EXTENSION</b></p> <p><input type="checkbox"/> Extend Expiration Date                  New XD: _____</p> <p>Signatures required by broker and seller, see below</p> <hr/> <p style="text-align: center;"><b>REVISIONS</b></p> <p><input checked="" type="checkbox"/> New List Price                  New LP: <u>134,950.00</u></p> <p>Other Revisions</p> <p><u>REMOVE "AS-IS" REQUIREMENT.</u></p> <p><u>ORDER BEST CONTROL INSPECTION;</u></p> <p><u>PAY FROM SALE PROCEEDS</u></p>

Jerry Burnette \_\_\_\_\_  
 Broker's Signature Date 12/5/96

X Sam A. Wilson III \_\_\_\_\_  
 Seller's Signature Date December 5, 1996

Saturday, December 7, 1996

Fireside Realty  
2184 Lincoln Avenue  
San Jose, California 95125

Attn: Jerry Burnette

I was going through some files trying to find things that I don't need any more and I found the paperwork that goes with the heater in my house at 439 S. White Road, in San Jose. The new owner might like to have the paperwork so I'm sending it to you herewith. Please see that the new owner gets it.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Sam A. Milam III". The signature is written in a cursive, slightly slanted style.

Sam Aurelius Milam III

479 E. 700 N.

Firth, Idaho 83236

(voice message)

208 346-6406 (fax or data)



# Fireside Realty

## FAX COVER SHEET

DATE: 12-13-96 TIME: 2:00 AM/PM PM

FROM: JERRY BURNETTE  
FIRESIDE REALTY: PHONE (408) 267-5350  
FAX PHONE: (408) 267-1364

TO: SAM MILAM  
REGARDING: SALES ACTIVITY

# OF PAGES INCLUDING THIS COVER SHEET: 3  
FAX PHONE: (208) 346-6402

COPY OF LETTER KEVIN NEEDS  
FOR COURT.

Jerry



# Fireside Realty

December 13, 1996

Mr. Kevin Veltfort, Attorney  
Carpenter & Mayfield  
131 George St.  
San Jose, CA 95110

Subject: 439 S. White Rd. - Sales Effort

Dear Mr. Veltfort,

The subject property was listed on October 28, 1996 at an asking price of \$149,950.00. It was put into RE INFOLINK, the regional Multiple Listing Service, which covers Santa Clara County and four other nearby counties. The property also has been promoted continuously in Property Pages, a widely distributed magazine which lists local properties for sale.

Approximately two weeks later on November 15, 1996, the price was reduced to \$139,950.00. Since there continued to be little interest shown by prospective buyers, the price was reduced further to \$134,950 on December 6, 1996. Enclosed please find a copy of the listing and a documentation of the pricing history.

Following the most recent price reduction there have been several agent calls to make arrangements for showing. In my opinion, this price should result in the generation of an offer to purchase. However, please be aware that real estate activities dramatically fall off as we approach the holiday season.

Please call me if you have any questions or need further information. Thank you.

Yours truly,

  
Jerry Burnette

cc: Sam Aurelius Milam III

#647082 1/1 439 S WHITE RD 4/SJ RD 2 BA 1 LP:\$134,950  
 EC:95127 CS:EAST HILLS DR BF:775/C LR: FL:621,000  
 CO:SCC PG:14 HZ:47 VT:71 AG:41 KT: CA:\$0  
 TB BD: MF: MF:\$317  
 ES:0 ED:474 TR: LS:6930 DR: RF:\$0  
 MS:0 PN:484-26-079 ZN:RIA FR: TX:\$268  
 ES:0 ED:451 CW:SAM MILAM RT:\$600 TT:Y  
 T1: OC:T/JOHN LD:26/OC/96 DOM:4i  
 T2: OP:408-972-2963 KD:23/AP/97 OLP:\$149,950  
 RD:06/DE/96  
 LO:FIRESIDE REALTY FRSD1.01 RF:408-267-5350  
 LA:GERALD BURNETTE CR:3.0% AP:408-377-8172

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DETACHED HOUSE 1 STORY RANCH 2 BDRMS 1 BTH  
 1 SHWR OVR TUB 1 TUB NO FAMILY ROOM BAT IN KITCHEN NO FORML DINING  
 LAUNDRY-INSIDE NO-FIREPLACE CONCRETE SLAB LINO/VINYL FLS GAS HEAT  
 WALL FURNACE NO COOLING COMPOSITION RF STUCCO EXTERIOR PUBLIC WTR CO  
 SEWER IN & CONN 1 CAR GARAGE ATTACHED PRKNG RV/BOAT PARKING VIEW-NEIGHBHD  
 6500+ - 8000 SF PATIO/DECK CVRD NO POOL 1ST EN-CONV ALL CASR/CONV  
 POSS-COE FR ST RNGE/OVN 1 REFRIGERATOR WASHER DRYER  
 GAS/KITCHEN GAS WTR HTR NO HOMBOWN BP INSULATION UNK NO FAULT ZONE  
 NO FLOOD AREA FIKER UPPER PRELIM TITLE RP RS TRANSF DISCL NO KEYSAFE  
 APPT ONLY EXCL RIGHT(ER)

\*\* This Information Is Believed To Be Accurate But Is Not Guaranteed \*\*

\*\* PROPERTY TRANSACTION HISTORY \*\*

439 S WHITE RD PG:14 HZ:47 VT:71 LP:\$134,950  
 PN:484-26-079 CLASS 1 AREA 4 STATUS 1  
 DATE ST MLS# EXP.DATE COE.DATE LISTER SELLER LIST PRICE SALE PRICE  
 -----  
 06/DE/96 1 647082 FRSD101 \$134,950  
 15/NO/96 1 647082 FRSD101 \$129,950  
 28/OC/96 1 647082 23/AP/97 FRSD101 \$149,950  
 CONTINUOUS DAYS ON MARKET:19 OLD:28/OC/96 OLP:\$149,950

\*\* This Information Is Believed To Be Accurate But Is Not Guaranteed \*\*

# Carpenter and Mayfield

Attorneys at Law

131 George Street  
San Jose, California 95110  
Phone (408) 287-1916  
FAX (408) 287-9857

December 22, 1996

Sam Milam  
439 S. White Rd.  
San Jose CA 95127

Invoice #10700

	<u>Hrs/Rate</u>	<u>Amount</u>
11/27/96 Letter to client	0.50 175.00/hr	87.50
12/03/96 Telephone call with client	0.25 175.00/hr	43.75
12/04/96 Review letter to real estate agent	0.10 175.00/hr	17.50
12/17/96 Court	2.00 175.00/hr	350.00
Review letter from real estate agent	0.10 175.00/hr	17.50
For professional services rendered	2.95	\$516.25
Previous balance		\$1,056.25

# Carpenter and Mayfield

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San Jose, California 95110  
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FAX (408) 287-9857

Sam Milam

Page 2

Amount

Balance due

\$1,572.50

Charges made and payments received after December 20, 1996 will appear on your next statement.

Saturday, December 28, 1996

Fireside Realty  
2184 Lincoln Avenue  
San Jose, California 95125

Attn: Jerry Burnette

The amount that I owe to my first former wife is \$3450.00. Her name is Glenna Elaine Cole. I'm not sure of her current address, but I believe that you can get in touch with her by writing to:

Glenna Elaine Cole  
Coyote Creek Mobile Homes  
2580 Senter Road, Space 464  
San Jose, California 95111

The Truth Is Within You

*Sam A. Milam III*

Sam Aurelius Milam III

479 E. 700 N.

Firth, Idaho 83236

(voice message)

208 346-6406 (fax or data)