

Real Estate Forms Portfolio

**A Comprehensive
Collection for
Real Estate
Investors**



**THE PROFESSIONAL EDUCATION INSTITUTE
7020 High Grove Blvd., Burr Ridge, IL 60521 (630) 325-8700**



eBusiness Help Center

eBusiness Help Center

Downloaded at www.ebusinesshelpcenter.com
Thousands of eCommerce & eMarketing eBooks

Plus Resources That Guarantee Your Success
With Your New Or Existing Online Business

- Free** Website Hosting
- Free** Traffic Generators
- Free** Advertising
- Free** Ezines and Newsletters
- Free** eBook Compilers
- Free** HTML Editors
- Free** FTP Software
- Free** Email Auto-Responders
- Free** Bulk Email Software
- Free** Up-to-Date Opt-in 75 Million Email Lists
- Free** Web Positioning Tips
- Free** Moneymaking Turnkey Websites
- Free** eBay Auction eBooks
- Free** How-to Tutorials for Everything

Small membership fee then everything is

FREE!!!

REAL ESTATE FORMS PORTFOLIO

Throughout this portfolio, we have provided forms that real estate investors find very useful. These are your master copies. It should be noted, however, that a form cannot replace the advice of a competent legal professional. Therefore, it is recommended that professional advice be sought.

The Professional Education Institute has attempted to provide you with the best forms for the situation. In several instances, more than one version has been provided for use in different circumstances.

These forms are meant to be copied by the students of Carleton Sheets for use in your real estate investing. Simply make photocopies whenever appropriate and fill in the blanks. Other duplication or inclusion within another publication is prohibited unless permission is expressly given by The Professional Education Institute.

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

Planning And Scheduling

Weekly Planner

Weekly Priority Schedule

Analysis Of Property

Seller Information Form

Buyer's Property Inspection Report

Property Analysis Form

Cash Flow Analysis

Property Rehabilitation Analysis

Market Sales Analysis

Acquiring Property

Agreement For Deed

Real Estate Sales Contract

Addendum

Deposit Note

Attorney Approval

Quit Claim Deed

Closing Statement

Bill Of Sale

Affidavit And Memorandum Of Agreement

Finance

Installment Note

Mortgage

Mortgage Loan Record

Promissory Note

Lease/Rental

Rental Application

Month-To-Month Rental Agreement

Residential Lease With Option To Purchase

Residential Lease/Rental Agreement

Pet Agreement And Waterbed Agreement

Property Management

Move In/Move Out Form

Monthly Income Record
And Expense Allocation Summary

Extension Of Lease

Permission To Sublet

Tenant's Mandatory Notice To
Landlord Of Intention To Vacate

Notice Of Overdue Rent

Payment Agreement

Landlord's Five-Day Notice

30-Day Notice To Terminate Tenancy

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

FORM	PEI PAGE	FORM DESCRIPTION	CHAPTER REFERENCE
Planning And Scheduling			
Weekly Planner	1	Anticipate the time available for your investing activities during the week and record it in this form to schedule their completion.	1
Weekly Priority Schedule	2	Determine the relative importance of things to do and schedule them on this form.	1

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

FORM	PEI PAGE	FORM DESCRIPTION	CHAPTER REFERENCE
Analysis Of Property			
Seller Information Form	3	Use this form to record information from telephone discussions with sellers.	7
Buyer's Property Inspection Report	4	Record on-site physical characteristics of properties after prequalifying both the seller and the property.	7
Property Analysis Form	5	This is an on-site form to record financial and other information critical to your investment decision.	7
Cash Flow Analysis	6	Record the information available from the property analysis and your own experience in this form to determine if your investment will be profitable.	9
Property Rehabilitation Analysis	7a/7b	Use this form to determine the cost of fixing up a property to enhance its fair market value for resale or rental.	19
Market Sales Analysis	8	This form reflects the appraisal technique most likely to yield an accurate estimate of fair market value of a single family residence.	9

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

FORM	PEI PAGE	FORM DESCRIPTION	CHAPTER REFERENCE
Acquiring Property			
Agreement For Deed	9	Also known as a Land Contract, it is a contract between a buyer and seller where the buyer pays the seller on an installment basis. When paid off, the seller deeds the property to the buyer.	13
Real Estate Sales Contract	10a/10b 10c/10d	To be used for making offers which become a contract upon sellers acceptance. Do not use this form to sell your property.	18
Addendum	11	This form is used for the inclusion of additional terms and conditions in a Sales Contract.	18
Deposit Note	12	Initial deposit on sales contract (earnest money).	13
Attorney Approval	13	If both parties sign this form, it gives their attorneys the right to make specific changes to the contract that are mutually acceptable.	18
Quit Claim Deed	14	Use this deed to clear a title for transfer of ownership.	18
Closing Statement	15	A form of agreement between the buyer and seller that provides for the distribution of sale proceeds and allocation of prepaid expenses of ownership.	
Bill Of Sale	16	Because a deed only transfers real property, this form is used to convey personal property.	18
Affidavit And Memorandum Of Agreement	17	This form allows you to put a document on public record without fully disclosing its content.	13

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

FORM	PEI PAGE	FORM DESCRIPTION	CHAPTER REFERENCE
Finance			
Installment Note	18	This is a note evidencing the debt that is collateralized by a mortgage or deed of trust.	18
Mortgage	19 abcde	Collateralization of mortgage note.	18
Mortgage Loan Record	20	Use a Mortgage Loan Record to keep track of periodic payments made on a note that is collateralized by a mortgage.	18
Promissory Note	21	A document evidencing a general, usually unsecured, debt.	18

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

FORM	PEI PAGE	FORM DESCRIPTION	CHAPTER REFERENCE
Lease/Rental			
Rental Application	22	This form holds information from potential tenants that a landlord uses to evaluate tenant worthiness.	21
Month-To-Month Rental Agreement	23	For short-term tenancies and/or potential trouble tenancies, this form can be terminated more easily than a long-term lease.	21
Residential Lease With Option To Purchase	24a/24b	Use this lease form when a tenant is renting to eventually purchase a property.	15
Residential Lease/Rental Agreement	25a/25b	A lease form used for general residential purposes.	21
Pet Agreement And Waterbed Agreement	26 & 27	If tenants own pets or have a waterbed that could cause potential damage, these agreements protect the landlord from financial loss.	21

TABLE OF CONTENTS

The forms in this portfolio have been collected by Carleton Sheets over his investing career. Everything you need is included to start your own career; from planning and scheduling to agreements and contracts. Most are discussed in the "No Down Payment" course where Carleton describes their use with examples. The following list will help you refer back to the course chapter where you will find specific or general information about each form.

FORM	PEI PAGE	FORM DESCRIPTION	CHAPTER REFERENCE
Property Management			
Move In/Move Out Form	28a/28b	Landlord and tenant sign this form to agree about the condition of the premises at the time of possession and to the date it is vacated.	21
Monthly Income Record And Expense Allocation Summary	29 & 30	Use these forms to record the original posting of income and expenses for bookkeeping purposes.	21
Extension Of Lease	31	To extend the term of an existing lease.	21
Permission To Sublet	32	This form is used by a landlord authorizing a tenant to sublease space to a specific subtenant.	21
Tenant's Mandatory Notice To Landlord Of Intention To Vacate	33	If the lease permits a tenant to vacate the property during the term of the lease, this form is used to allow the landlord time to search for another tenant.	21
Notice Of Overdue Rent	34	This form notifies a tenant that the rent plus a penalty is past due.	21
Payment Agreement	35	The tenant formally acknowledges the rent due and commits to pay in this agreement. It allows the landlord to change locks without going through eviction.	21
Landlord's Five-Day Notice	36	This is an initial document in the eviction procedure. It is the notice used in most states as the first step in evicting a defaulted tenant.	21
30-Day Notice To Terminate Tenancy	37	The landlord uses this form to demand that the tenant vacate the premises	21

WEEKLY PLANNER

WEEK BEGINNING _____ THROUGH _____

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
9:00							
9:15							
9:30							
9:45							
10:00							
10:15							
10:30							
10:45							
11:00							
11:15							
11:30							
11:45							
12:00							
12:15							
12:30							
12:45							
1:00							
1:15							
1:30							
1:45							
2:00							
2:15							
2:30							
2:45							
3:00							
3:15							
3:30							
3:45							
4:00							
4:15							
4:30							
4:45							
5:00							
5:15							
5:30							
5:45							
6:00							
6:15							
6:30							
6:45							
7:00							
7:15							
7:30							
7:45							
8:00							
8:15							
8:30							
8:45							
9:00							

WEEKLY PRIORITY SCHEDULE

WEEK BEGINNING _____

WEEK ENDING _____

MONDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

TUESDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

WEDNESDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

THURSDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

FRIDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

SATURDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

SUNDAY _____

AM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PM

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

SELLER INFORMATION FORM

Seller: Good Flexible
 Rejected Inflexible

Source or Lead: _____

Property Address: _____ Date: _____

_____ Phone: _____

1. Seller's Name _____

2. Property

A. Size (sq. ft.) _____

B. Total Rooms _____

C. Layout _____ Bedrooms _____ Baths: Full _____ Half _____

D. Lot Size _____

E. Garage _____ Size _____

F. Special Features _____

G. Appliances, etc. _____

3. Price: \$ _____

4. Existing Financing

A. Assumable _____

B. Lender _____ Amount \$ _____

C. Payment: Current _____ Amount \$ _____

5. Will seller assist financing? _____ Cash needed? _____

6. How long on market? _____

7. How long owned? _____

8. Why selling? _____

9. Like most? _____ Like least? _____

10. Renters in neighborhood? _____ Rent rates? _____

11. Lease / Option? _____

12. Cash Deal, Quick Close Price \$ _____

13. Broker Involved:

Name: _____ Phone: _____

Background: _____

Could manage? _____

Rental Value \$ _____ Vacancy Rate _____

Any other good investment properties? _____

BUYER'S PROPERTY INSPECTION REPORT

Property Address: _____

Noted below are my/our findings of the physical condition of the above mentioned real property as of _____ (mo./day) _____ (yr.). Items not marked as UNSATISFACTORY are considered to be in satisfactory condition.

	UNSATISFACTORY	ESTIMATED COST OF REPAIR, REPLACEMENT, OR ADDITION
GENERAL BUILDING EXTERIOR		
Grounds		
Landscaping	_____	_____
Pool	_____	_____
Sewers or Septic Tank	_____	_____
Sprinklers	_____	_____
Other	_____	_____
Building		
Roof	_____	_____
Chimney	_____	_____
Foundation	_____	_____
Wood Exteriors	_____	_____
Other	_____	_____
GENERAL BUILDING INTERIOR		
Heating And Air Conditioning Systems		
Furnace	_____	_____
Air Conditioning	_____	_____
Water Heater	_____	_____
Other	_____	_____
Built-In Appliances And Equipment		
Ovens	_____	_____
Burners	_____	_____
Microwave	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Smoke Detectors	_____	_____
Intercom	_____	_____
Electric Garage Door Opener	_____	_____
Other	_____	_____
Electrical Systems		
Interior Lighting	_____	_____
Exterior Lighting	_____	_____
Other	_____	_____
Plumbing		
Bathrooms	_____	_____
Kitchen	_____	_____
Laundry	_____	_____
Other	_____	_____
Glass		
Windows	_____	_____
Screens	_____	_____
Window Panes	_____	_____
Glass Doors	_____	_____
Shower Glass	_____	_____
Tub Enclosures	_____	_____
Mirrors	_____	_____
Other	_____	_____
Personal Property		
Carpets	_____	_____
Draperies	_____	_____
Other	_____	_____
	TOTAL	_____

REMARKS:

DATE: _____

PURCHASER: _____

PROPERTY ANALYSIS FORM

1. OWNERSHIP AND PROPERTY LOCATION

Owner's Name _____ Telephone _____
Owner's Address _____
Property Address _____

2. PHYSICAL DESCRIPTION

Size in Square Feet _____ Bedrooms _____ Baths: Full ___ Half ___
Appliances Refrigerator _____ Stove _____ Oven _____
Washer/Dryer _____ Water Softener _____
Microwave _____ Garbage Disposal _____
Dishwasher _____ Other _____
Basement _____ Attic _____ Porch _____ Utility Room _____
Garage _____ Den/Family Room _____ Lot Size _____ Zoning _____
Fireplace _____ Window Coverings _____
Carpet _____ Construction _____ Age _____
Central AC _____ Heat _____ Largest Utility Bill _____
City Water/Septic _____ School District _____
Public Transportation _____ Taxes _____
Comments _____

3. OWNER'S SITUATION

How Long Owned? _____ How Long On Market? _____ Asking Price _____
Original Asking Price _____ Date of Price Change _____
Why Selling? _____ Needs Cash _____
How Much Cash? _____ Could Cash Be Spread Over Time? _____
What Owner Will Be Doing With Cash Received _____
Will Owner Assist In Financing? _____ How Much? _____
Interest Rate _____
What Owner Likes Most About Property _____ Least _____
Comments _____

4. RENTAL ANALYSIS

Is Property Rented Now _____ To Whom? _____ Children? ___ Pets? ___
How Long? _____ Lease Or Month To Month? _____
Monthly Rent _____ Last Increase _____ Last Month's Rent _____
Security Deposit _____ Concessions _____
Potential Rental Income _____ Improvements Needed Before Renting _____
Other Rents In Neighborhood _____ Rent Paid _____
Comments _____

5. FINANCING

First Mortgage Lender _____ Balance _____
Interest Rate _____ Assumable _____ Payment _____
P.I.T.I.* _____ Constant _____
Second Mortgage Lender _____ Balance _____
Interest Rate _____ Assumable _____ Payment _____
Constant _____

Other Liens _____

*Principal, Interest, Taxes, and Insurance

CASH FLOW ANALYSIS

Gross Income:

Estimated Annual Gross Income	_____	
Other Income	_____	
Total Gross Income		_____
Less Vacancy Allowance		_____
Effective Gross Income		_____

Expenses:

Taxes	_____	
Insurance	_____	
Water/Sewer	_____	
Garbage	_____	
Electricity	_____	
Licenses	_____	
Advertising	_____	
Supplies	_____	
Maintenance	_____	
Lawn	_____	
Snow Removal	_____	
Pest Control	_____	
Management (Off Site)	_____	
Management (On Site)	_____	
Accounting/Legal	_____	
Miscellaneous	_____	
Gas	_____	
Telephone	_____	
Pool	_____	
Elevator	_____	
Budget For Replacements	_____	

Total Expenses		_____
----------------	--	-------

Net Operating Income		_____
----------------------	--	-------

Debt Service:

1st Mortgage	_____	
2nd Mortgage	_____	
3rd Mortgage	_____	

Total Debt Service		_____
--------------------	--	-------

Cash Flow:

--	--	-------

PROPERTY REHABILITATION ANALYSIS

Property Address _____
Owner's Name _____
Telephone Number (Home) _____ (Work) _____
Age of Property _____
Listing Broker _____
Existing Loans And Status _____
Insured By _____ Amount _____

REHABILITATION NEEDED AND ESTIMATED COSTS

A. Rehabilitation Period Costs

Architect	_____	
Legal Fees	_____	
Accounting Fees	_____	
Advertising	_____	
Insurance	_____	
Loan Fees	_____	
Loan Interest	_____	
Permits And Fees	_____	
Real Estate Taxes	_____	
Other	_____	
Contingency	_____	
Subtotal: Rehabilitation Period Costs		_____

B. Interior

Kitchen Appliances		
Stove	_____	
Refrigerator	_____	
Dishwasher	_____	
Washer/Dryer	_____	
Cabinets	_____	
Microwave	_____	
Other	_____	
Total Appliances:		_____
Master Bedroom		_____
Bedroom Two		_____
Bedroom Three		_____
Bedroom Four		_____
Bathroom One		_____
Bathroom Two		_____
Den		_____
Family Room		_____
Halls		_____
Floors		_____
Elevator		_____
Water Heater		_____
Water Softener		_____
Boiler		_____
Air Conditioning/Ventilation		_____
Heating System		_____
Electrical		_____

PROPERTY REHABILITATION ANALYSIS (Continued)

Plumbing		
Fire Protection System		
Furniture/Fixtures		
Other		
Contingency		
Subtotal: Interior		
C. Exterior		
Roof		
Windows		
Doors		
Walls		
Trim		
Garage		
Chimney		
Yard		
Landscaping		
Well		
Septic Tank		
Sprinkler System		
Driveway		
Walkways		
Porch		
Fence		
Steps		
Pool/Pool Equipment		
Light/Light Fixtures		
Other		
Contingency		
Subtotal: Exterior		
D. Amount Invested		
First Mortgage		
Second Mortgage		
Third Mortgage		
Other Liens		
Back Payments		
Back Taxes		
Closing Costs		
Estimated Costs to Sell		
Other		
Subtotal: Amount Invested		
TOTAL COSTS EXCLUDING SELLER'S EQUITY (A+B+C+D)		
<hr style="border: 1px solid black;"/>		
Estimated Selling Price Based On Comparisons		
Less Amount Invested (Total Costs Excluding Sellers Equity)		
Profit Before Cash Or Notes to Seller For Equity		
Less Cash Or Notes To Seller		
Estimated Gross Profit		

MARKET SALES ANALYSIS

SUBJECT PROPERTY

ADDRESS	ROOMS	BDRMS	BATHS	GAR	AGE	STYLE	SQ FT	CONSTRUCTION	AMENITIES	REMARKS

PROPERTIES ON MARKET

ADDRESS	ROOMS	BDRMS	BATHS	GAR	AGE	STYLE	SQ FT	CONSTRUCTION	AMENITIES	LIST PRICE	DAYS ON MKT	REMARKS

PROPERTIES SOLD

ADDRESS	ROOMS	BDRMS	BATHS	GAR	AGE	STYLE	SQ FT	CONSTRUCTION	AMENITIES	LIST PRICE	DAYS ON MKT	SALE DATE	SALE PRICE

PROPERTIES EXPIRED/CANCELLED

ADDRESS	ROOMS	BDRMS	BATHS	GAR	AGE	STYLE	SQ FT	CONSTRUCTION	AMENITIES	LIST PRICE	DAYS ON MKT	REMARKS

Recommended Price Range \$ _____

COMMENTS:

Average of Sold Properties \$ _____

Average of Properties on Market \$ _____

Average of Properties Expired/Cancelled \$ _____

AGREEMENT FOR DEED

This agreement made this _____ day of (mo.) _____, (yr.) _____ between

Seller and
Purchaser.

WITNESSETH, that if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Purchaser, in fee simple, clear of all incumbrances whatever, by a good and sufficient _____ Warranty Deed, with release and waiver of the right of homestead and dower, the following described real estate in the County of _____ and state of _____, to wit:

and the Purchaser hereby covenants and agrees to pay to the Seller the sum of _____ Dollars
in the manner following:

with interest at the rate of _____ % per annum payable _____ (monthly, annually) on the whole sum remaining from the time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said real estate, subsequent to _____. And in case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants on the Purchaser's part hereby made and entered into, this agreement shall, at the option of the Seller, be forfeited and all sums theretofore received shall be retained by the Seller in full satisfaction and in liquidation of all damages by the Seller sustained, and the Seller shall have the right to reenter and take possession of the premises aforesaid.

Purchaser shall maintain insurance on said real estate in an amount and of a type approved by the Seller.

Seller warrants to Purchaser that no notice from any city, village, or other governmental authority of any dwelling code violation has heretofore been issued and received by the owner or his/her agent with respect to any dwelling structure on the said real estate.

The time of payment shall be the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above witness.

Purchaser

Seller

Purchaser

Seller

ADDENDUM

This Addendum is made the _____ day of (mo.) _____, (yr.) _____ and is added to and amends that certain agreement by and between _____ as Seller(s) and _____ as Buyer(s) which contract/agreement is dated the _____ day of _____, (yr.) _____ on the following property:

Buyer(s)

Seller(s)

Buyer(s)

Seller(s)

DEPOSIT NOTE

\$ _____

Date _____

_____ days after the above date, the undersigned promises to pay to the order of _____, the sum of _____ dollars (\$ _____), without interest, payable at _____.

In the event that this note is not paid when due and suit is instituted for the collection thereof, the undersigned promises to pay to the holder of this note reasonable attorney fees for making such collection.

Signature

This note is given as a deposit in connection with the agreement between _____ and _____ dated _____, covering the real property or premises commonly known as _____.

This note is void unless said agreement is accepted according to its terms.

ATTORNEY APPROVAL

It is further agreed by and between the parties hereto as follows: That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld but, if within three (3) business days after the date of this contract it becomes evident agreement cannot be reached by parties hereto, and written notice thereof is given to either party within the time specified, then this contract shall become null and void, and all the monies paid by the Buyer shall be refunded.

IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN; THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

Buyer's Initials _____

Seller's Initials _____

Buyer's Initials _____

Seller's Initials _____

Date _____

Date _____

QUIT CLAIM DEED

THE GRANTOR, _____ of _____,
City of _____, County of _____,
State of _____, for the consideration of _____

CONVEY _____ and QUIT CLAIM _____ to _____
of _____, City of _____, County of _____
State of _____, all interest in the following described real estate
situated in the County of _____, in the State of _____, to wit:

Dated this _____ day of (mo.) _____, (yr.) _____.

Grantor's Signature

Type or Print Name

Grantor's Signature

Type or Print Name

STATE OF _____
COUNTY OF _____

I, _____, Notary Public in and for the state of _____,
do hereby certify that on this _____ day of (mo.) _____,
(yr.) _____, personally appeared before me _____
known to be the individual described in and who executed the within instrument and
acknowledged that _____ signed the same as _____
free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this _____ day of (mo.) _____,
(yr.) _____. Commission expires (mo./day) _____, (yr.) _____.

Notary Public

CLOSING STATEMENT

PROPERTY _____

 SELLER _____
 ADDRESS _____

 DATE OF CLOSING _____

BROKER _____
 PURCHASER _____
 ADDRESS _____

 DATE OF CONTRACT _____
 DATE FOR POSSESSION _____

	CREDIT PURCHASER		CREDIT SELLER	
Purchase Price				
Earnest Money				
First Mortgage				
Interest (_____ days @ \$ _____ per day)				
Second Mortgage				
Interest (_____ days @ \$ _____ per day)				
General Taxes (yr.) _____				
General Taxes (yr.) _____				
(prorated from _____ to _____)				
Special Assessments				
Insurance Premium, Unearned				
Rents (from _____ to _____)				
Utilities (from _____ to _____)				
Check Or Cash To Balance				
TOTAL				
SETTLEMENT	DEBIT		CREDIT	
Balance As Above				
Earnest Money				
Abstract Or Guaranty Policy				
Recording Fees				
Commission				
Balance				
TOTAL				

Accepted:

Accepted:

 Signature

 Signature

 Signature

 Signature

BILL OF SALE

Seller, _____, of _____, in consideration of _____ dollars, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over to Buyer, _____, of _____, the following described personal property, to-wit:

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges, and encumbrances, and that Seller has full right, power, and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitness, and merchantability are hereby excluded.

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at _____ this _____ day of (mo.) _____, (yr.) _____.

_____ [SEAL]

_____ [SEAL]

AFFIDAVIT AND MEMORANDUM OF AGREEMENT

State of _____
County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, who being first duly sworn, deposes and says that:

1. An agreement for (Purchase or Sale, Lease-Option or Contract for Deed) of the real property described in Exhibit A was entered into by and between the affiant as (buyer or seller, optionor or optionee, lessor or leasee) on the _____ day of (mo.) _____, (yr.) _____.
2. If it is a sale or purchase, the closing of the purchase (or sale) of the said real property, per the terms of the Agreement, is to take place on or before the _____ day of (mo.) _____, (yr.) _____.

Dated this _____ day of (mo.) _____, (yr.) _____.
Tax Code Number _____.

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered in the presence of:

WITNESS _____ AFFIANT _____

WITNESS _____

Sworn to and described before me this _____ day of (mo.) _____, (yr.) _____.

(Seal)

NOTARY PUBLIC
STATE OF _____
My commission expires _____

This instrument was prepared by:

INSTALLMENT NOTE

\$ _____ City _____ , State _____
Date _____ , (yr.) _____

FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay to the order of _____, the principal sum of _____ dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of _____ percent per annum. Principal and interest shall be payable at _____, or such other place as the Note holder may designate, in consecutive monthly installments of _____ dollars (\$ _____) on the _____ day of each month beginning _____, (yr.) _____. Such monthly installments shall continue until entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on _____.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney fees.

Borrower shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within ten (10) days after the installment is due.

Borrower may prepay the principal amount outstanding, in whole or in part, at any time, and without penalty.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors, and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

This indebtedness evidenced by this Note is secured by a Deed of Trust or Mortgage dated _____, and reference is made to the Deed of Trust or Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Signature of Borrower

Address

PROMISSORY NOTE

\$ _____

Date _____

_____ days after the above date, for value received, the undersigned promises to pay to the order of _____ the sum of _____ dollars (\$ _____), together with interest at _____ percent per annum, payable at _____.

In case suit or collection proceedings shall be brought for the collection of this note, the undersigned agrees to pay reasonable attorney fees and court costs for making such collection, and also agrees to waive demand, notice of nonpayment, and protest. Late payments, if any, to bear interest from maturity at _____ percent per annum.

Signature of Borrower

Signature of Borrower

Due _____

RENTAL APPLICATION

PERSONAL DATA

Name		Social Security No.	
		Drivers Lic. No.	Expir. Date
Name of Co-Tenant		Social Security No.	
Present Address		Drivers Lic. No.	Expir. Date
City/State/Zip	Res. Phone	Bus. Phone	
How long at present address	Landlord or Agent	Phone	
Current Rent	Rent Paid Through	Current Lease Expires	
Previous Address	How long	Landlord or Agent	Phone
City/State/Zip			
Occupants	Relationships:		Pets?
	Ages:		

OCCUPATION

	PRESENT OCCUPATION*	PRIOR OCCUPATION*	CO-TENANT'S OCCUPATION
Occupation			
Employer			
Self-employed, doing business as			
Business Address			
Business Phone			
Type of Business			
Position held			
Name and Title of Supervisor			
How long			
Monthly Gross Income			

* If employed or self-employed less than two years, give same information on prior occupation

REFERENCES

Bank Reference:		Address:		Phone:	
CREDIT REFERENCE	ACCOUNT NO.	ADDRESS	HIGHEST AMOUNT OWED	PURPOSE OF CREDIT	ACCOUNT OPEN OR DATE CLOSED
PERSONAL REFERENCE	ADDRESS		PHONE	LENGTH OF ACQUAINTANCE	OCCUPATION
NEAREST RELATIVE	ADDRESS		PHONE	CITY	RELATIONSHIP

Have you filed a petition for bankruptcy? _____ Have you ever been evicted from any tenancy? _____
 Have you ever willfully and intentionally refused to pay any rent when due? _____

I DECLARE THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT. I AUTHORIZE ITS VERIFICATION AND THE OBTAINING OF CONSUMER CREDIT REPORT.

I agree that Landlord may terminate any agreement entered into in reliance on any misstatement made above.

Applicant: _____

Applicant: _____

Dated: _____

MONTH-TO-MONTH RENTAL AGREEMENT

Date: (mo./day) _____, (yr.) _____

RECEIPT IS HEREBY ACKNOWLEDGED by _____ hereinafter called Management, from _____ hereinafter called Resident, the sum of \$ _____ for the first month's rent of the premises owned by said Management and located at _____ hereinafter called premises, said premises the Management hereby agrees to rent to said Resident on a month-to-month basis at a rental of \$ _____ per month, payable in advance on the _____ day of each and every succeeding calendar month.

In considered hereof and of the use or occupancy of the said premises, Resident agrees:

1. To maintain said premises in a clean, orderly, and law abiding manner and to keep the yards thereof free of weeds, debris, and/or material that may become unsightly or a detriment to the appearance of said premises. Management shall have the right to enter and inspect said premises at any and all reasonable times.
2. No alterations or redecorating of any kind to the dwelling shall be made without the prior written consent of Management.
3. To pay for all utility service furnished to the property.
4. To pay the cost of all repairs for any damage done to said premises and the cost of any cleaning up of said premises which Management may consider necessary.
5. No birds, animals, or other pets shall be kept on the premises without the knowledge and written consent from Management; any consent, so given may be withdrawn, if, in the opinion of Management, such bird, animal, or other pet constitutes a nuisance, causes complaint from neighbors, or adversely affects the normal maintenance of the property.
6. Not to let or sublet the whole or any part of the premises to anyone for any purpose whatsoever without prior written permission from Management, and the number of persons to occupy said premises shall not exceed _____ without written permission from Management.
7. To give thirty days written notice by registered mail to Management prior to vacating said premises and to permit prospective tenants the opportunity of reasonable inspection.
8. To clean up said premises upon vacating and restore said premises to the same condition they are now in, reasonable wear and tear and damage by the elements excepted.
9. That the violation of any of the covenants of this agreement or the nonpayment of any rent due and unpaid shall be sufficient cause for eviction from said premises upon three (3) days written notice thereof by registered mail or by personal service. If suit be brought to collect rent or damages, to cause eviction from said premises, or to collect the costs of repairs to or cleaning of said premises, Resident agrees to pay all costs of such action, including reasonable attorney fees as may be fixed by the Court. No waiver by Management at any time of any of the terms of this agreement shall be deemed as a subsequent waiver of the same, nor of the strict and prompt performance thereof by the Resident.
10. All rent shall be paid at the office of _____, or any other place designated by Management. Each party hereto acknowledges receipt of a copy of this agreement.

Management
By _____

Signed _____
Resident
Signed _____
Resident

RESIDENTIAL LEASE WITH OPTION TO PURCHASE

THIS AGREEMENT made and entered into on this _____ day of (mo.) _____ (yr.) _____ by and between _____ hereinafter called Lessor and _____ and/or assigns, hereinafter called Lessee: The Lessor, for and in consideration of the sum of _____ dollars in hand paid by the Lessee, receipt of which is hereby acknowledged, hereby leases to Lessee, his/her heirs or assignees, the premises situated in the City of _____ County of _____ State of _____, legally described as _____

(If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterward.)

(Street Address: _____) and consisting of _____ upon the following TERMS and CONDITIONS:

1. Personal Property: Said lease shall include the following personal property: _____

2. Term: The term hereof shall commence on (mo./day) _____, (yr.) _____, and continue for a period of _____ months thereafter.

3. Rent: Rent shall be \$ _____ per month, payable in advance, upon the first day of each calendar month to Lessor or his/her authorized agent at the following address: _____

or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within five (5) days after due date, Lessee agrees to pay a late charge of \$ _____ plus interest at _____ % per annum on the delinquent amount.

4. Utilities: Lessee shall be responsible for the payment of all utilities and services except _____ which shall be paid by the Lessor.

5. Use: The premises shall be used as a residence and for no other purpose without prior written consent of Lessor.

6. House Rules: In the event that the premises are in a building containing more than one unit, Lessee agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas.

7. Assignment And Subletting: Lessee may assign this agreement or sublet any portion of the premises without prior written consent of the Lessor.

8. Maintenance, Repairs, Or Alterations: Lessee shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein, and shall surrender the same at termination thereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by his/her negligence and that of his/her family, or invitees or guests. Lessee shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds, if such grounds are part of the premises and are exclusively for use of the Lessee.

9. Entry and Inspection: Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or for making necessary repairs.

10. Possession: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered within _____ days of the commencement of the term hereof.

11. Security/Option Consideration: The security deposit of \$ _____ shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee.

12. Deposit Funds: Any returnable deposits shall be refunded within fifteen (15) days from the date possession is delivered to Lessor or his/her authorized agent.

13. Attorney Fees: The prevailing party shall be entitled to all costs incurred in connection with any legal action brought by either party to enforce the terms hereof or relating to the demised premises, including reasonable attorneys' fees.

14. Notices: Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to Lessee or at such other places as may be designated by the parties from time to time.

15. Heirs, Assigns, Successors: This lease and option shall include and insure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

16. Time: Time is of the essence of this agreement. This offer shall terminate if not accepted before (mo./day) _____ (yr.) _____.

17. Holding Over: Any holding over after expiration of the term of this lease, with the consent of the Lessor, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

18. Default: If Lessee shall fail to pay rent when due or perform any term hereof after not less than three (3) days written notice of such default given in the manner required by law, the Lessor at his/her option may terminate all rights of the Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property while in default of payment of rent, Lessor may consider any property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the lessor reasonably believes that such abandoned property has no value, it may be discarded.

19. Option: Lessee shall have the option to purchase the leased premises described herein upon the following TERMS and CONDITIONS:

- a. The total purchase price shall be \$ _____ (_____ dollars)
- b. The purchase price shall be paid as follows:

20. Encumbrances: Lessee shall take title to the property subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any.

21. Examination of Title: Lessee shall have fifteen (15) days from the date of receipt of title report to examine the title to the property and to report, in writing, any valid objections thereto. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing within said fifteen (15) days. If Lessee objects to any exceptions to the title, Lessor shall use all due diligence to remove such exceptions at his/her own expense within sixty (60) days thereafter. But if such exceptions cannot be removed within the sixty (60) days allowed, all rights and obligations hereunder may, at the election of the Lessee, terminate and end unless he/she elects to purchase the property subject to such exceptions.

22. Evidence Of Title: Lessor shall provide evidence of Title in the form of a policy of title insurance at Lessor's expense.

23. Bill Of Sale: The personal property identified in paragraph _____ shall be conveyed by bill of sale.

24. Closing: Closing shall be within _____ days from exercise of the option unless otherwise extended by other terms of this agreement.

25. Prorations: Tax and insurance escrow account, if any, to be transferred intact to Lessee with no prorations. Interest and other expenses of the property to be prorated as of the date of closing. Unpaid real estate taxes, security deposits, advance rentals, or considerations involving future lease credits shall be credited to the Lessee.

26. Expiration Of Option: This option may be exercised at any time prior to its expiration at midnight (*mo./day*) _____, (*yr.*) _____. Upon expiration, Lessor shall be released from all obligations hereunder and all of Lessee's rights hereunder, legal or equitable, shall cease.

27. Exercise Of Option: The option shall be exercised by mailing or delivering written notice to the Lessor prior to the expiration of this option. Notice, if mailed, shall be by certified mail, postage prepaid, to the Lessor at the address set forth below, and shall be deemed to have been given upon the day shown on the postmark of the envelope in which such notice is mailed. In the event the option is exercised, _____ percent of the rent paid hereunder, as well as any security deposit paid, prior to the exercise of the option shall be credited upon the purchase price.

28. Right To Sell: Lessor warrants to Lessee that Lessor is the legal owner of the leased premises and has the legal right to sell leased premises under the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSEE

LESSOR

LESSEE

LESSOR

ADDRESS

ADDRESS

RESIDENTIAL LEASE/RENTAL AGREEMENT

This agreement made this ____ day of (mo.) _____ (yr.) _____, is between _____ (hereinafter called Management) and _____ (hereinafter called Resident). Management leases to Resident, and Resident rents from Management, residential unit located at _____ (hereafter called premises), under the following conditions:

- TERM:** 1. The initial term of this lease shall be _____, beginning (mo./day) _____ (yr.) _____ and ending Noon, (mo./day) _____ (yr.) _____.
- POSSESSION:** 2. If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.
- RENT:** 3. Rent is payable monthly, in advance, at a rate of _____ dollars (\$ _____), per month, during the term of this agreement on the first day of each month at the office of Management or at such other place Management may designate. Tenant agrees to pay \$20 for each dishonored check.
- RENT DISCOUNT:** 4. Time is of the essence of this agreement. If the rent is accepted before the close of the business day, on the 4th of each month the rate will be _____ dollars (\$ _____), any returned check will be considered as unpaid rent and not subject to discount.
- EVICTION:** 5. If the rent called for in paragraph 3 hereof has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his/her family and possessions evicted from the premises.
- INDEMNIFICATION DEPOSIT:** 6. Management acknowledges receipt of _____ dollars (\$ _____), as a deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this agreement. Deposit will be returned to Resident less a \$50 carpet cleaning charge, thirty (30) days after the residence is vacated if:
- (a) Lease term has expired or agreement has been terminated by both parties; and
 - (b) All monies due Management by Resident have been paid; and
 - (c) Residence is not damaged and is left in its original condition, normal wear and tear expected, and
 - (d) Management is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).
 - (e) Deposit will not be returned if Resident leaves before lease time is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any of the rent payment.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of _____ months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.
- SUBLET:** 8. Resident may not sublet residence or assign this lease without written consent of Management.
- CREDIT APPLICATION:** 9. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Management agree the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he/she has falsified any statement on said application, Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees, in event Management exercises its option to terminate rental agreement, Resident will remove him or herself, his/her family, and possessions from the premises within 24 hours of notification from Management of the termination of his lease. Resident further agrees to indemnify Management for any damages to property of Management including, but limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set off" for the security deposit and prepaid rent which was forfeited as liquidated damages.
- FIRE AND CASUALTY:** 10. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs, Resident has vacated and removed Resident's possessions as required by Management. The date of reoccupancy shall be the date of notice that residence is ready for reoccupancy.
- HOLD OVER:** 11. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.
- RIGHT OF ACCESS:** 12. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.
- USE:** 13. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signator on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their residence.
- PROPERTY LOSS:** 14. Management shall not be liable for damage to Resident's property for any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Resident acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.
- PETS:** 15. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

- INDEMNIFICATION:** 16. Resident releases Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against residence as a result of Resident's action.
- FAILURE OF MANAGEMENT TO ACT:** 17. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.
- REMEDIES CUMULATIVE:** 18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident shall pay to Management all expenses incurred in connection therewith.
- NOTICES:** 19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.
- REPAIRS:** 20. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first \$25 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture therefrom without written permission from Management.
- ABANDONMENT:** 21. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property remaining on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and the title thereto shall vest in Management.
- MORTGAGEE'S RIGHTS:** 22. Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part; if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.
- RULES AND REGULATIONS:** 23. (a) Signs: Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.
 (b) Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.
 (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
 (d) Radio or television aerials shall not be placed or erected on the roof or exterior.
 (e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefor.
 (f) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.
 (g) Walls: no nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
 (h) Guest: Resident shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Management's rules and regulation may be deemed by Management to be a breach by Resident. No guest may stay longer than 10 days without permission of Management: otherwise a \$10 per day guest charge will be due Management.
 (i) Noise: All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.
 (j) Resident shall maintain his/her own yard and shrubbery and furnish his/her own garbage can.
 (k) Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgement, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.
- ENTIRE AGREEMENT:** 24. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

 MANAGEMENT

 RESIDENT(S)

NUMBER OF RESIDENTS LIVING WITHIN THE PREMISES: _____

PET AGREEMENT

This agreement, dated _____, is attached to and forms a part of the "Residential Lease - Rental Agreement" dated _____, between _____, Management, and _____, Resident, for the residential unit located at _____.

Resident desires to keep a pet named _____ and described as _____ in the dwelling Tenant occupies under the Lease Agreement referred to above, and because this agreement specifically prohibits keeping pets without Management's permission, Resident agrees to:

1. keep the pet under control at all times.
2. keep the pet restrained, but not tethered, when it is outside Resident's dwelling.
3. not leave the pet unattended for any unreasonable periods.
4. dispose of the pet's droppings properly and quickly.
5. not leave food or water for the pet, or any other animal, outside the dwelling.
6. keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Management.
7. get rid of the pet's offspring within eight weeks of birth.
8. pay immediately for any damage, loss, or expense caused by the pet and, in addition, Resident will add \$ _____ to Resident's security/cleaning deposit, any of which may be used for cleaning, repairs, or delinquent rent when Resident vacates. This added deposit, or what remains of it when pet damages have been assessed, will be returned to Resident within _____ days after Resident proves this pet is no longer kept on the premises.
9. management reserves the right to revoke permission to keep the pet should Resident violate this agreement.

Management _____

Resident _____

By _____

Resident _____

WATERBED AGREEMENT

This agreement, dated _____, is attached to and forms a part of the "Residential Lease - Rental Agreement" dated _____ between _____, Management and _____, Resident, for the residential unit located at _____.

Resident desires to keep a waterbed described as _____ in the dwelling occupied under the Lease Agreement referred to above, and because this agreement specifically prohibits keeping waterbeds without Management's permission, Resident agrees to:

1. keep one waterbed approved by Management for this dwelling. Waterbed shall consist of a mattress at least 20 mil thick with lap seams, a safety liner at least 8 mil, and a frame enclosure which meets the Waterbed Manufacturers Association standards.
2. consult with Management about the location of the waterbed. Resident agrees to hire a qualified professional to install and dismantle the bed according to the manufacturer's specifications and further agrees not to relocate it without the Management's consent.
3. allow Management to inspect the waterbed installation at any and all reasonable times and Resident agrees to remedy any problems or potential problems immediately.
4. furnish Management with a copy of a valid liability insurance policy for at least \$100,000 covering this waterbed installation and agrees to renew the policy as necessary for continuous coverage.
5. pay immediately for any damage caused by the waterbed and, in addition, Resident will add \$ _____ to the security/cleaning deposit, any of which may be used for cleaning, repairs, or delinquent rent when Resident vacates. This added deposit, or what remains of it when waterbed damages have been assessed, will be returned to Resident within _____ days after Resident proves the waterbed is no longer located on the premises.
6. in consideration of the additional time, effort, costs, and risks involved in this waterbed installation, Resident agrees to pay additional rent of \$ _____, which includes does not include the premium for the waterbed liability insurance policy referred to in item 4.
7. resident agrees that Management reserves the right to revoke this permission to keep a waterbed should the Resident break this agreement.

Management _____ Resident _____

By _____ Resident _____

MOVE IN/MOVE OUT FORM

Resident's Name: _____ Move-In Date: _____

Property Address: _____ Move-Out Date: _____

MASTER BEDROOM

Walls/Ceiling
Floors
Windows
Screens
Window Covering
Light Fixture

BEDROOM

Walls/Ceiling
Floor
Windows
Screens
Window Covering
Light Fixture

BEDROOM

Walls/Ceiling
Floors
Windows
Screens
Window Covering
Light Fixture

BEDROOM

Walls/Ceiling
Floors
Windows
Screens
Window Covering
Light Fixture

BATHROOM

Walls/Ceiling
Floors
Light Fixture
Sink
Toilet
Tub/Shower
Medicine Cabinet
Window
Window Covering
Exhaust Fan
Towel Racks

BATHROOM

Walls/Ceiling
Floors
Light Fixture
Sink
Toilet
Tub/Shower
Medicine Cabinet
Window
Window Covering
Exhaust Fan
Towel Racks

OTHER _____

MOVE IN/MOVE OUT FORM (Continued)

LIVING ROOM

Walls/Ceiling
Floors
Light Fixture
Windows
Window Covering
Screens
Fire Place

DINING ROOM

Walls/Ceiling
Floors
Light Fixture
Windows
Screens
Window Covering

KITCHEN

Walls/Ceiling
Floors
Windows
Screens
Window Covering
Light Fixture
Sink
Cabinets
Range & Oven
Refrigerator
Dishwasher
Garbage Disposal

SERVICE EQUIPMENT

Air Conditioner
Heater

UTILITY AREA

Floors
Walls/Ceiling
Washer/Dryer

GARAGE/STORAGE

Floors
Walls/Ceilings
Light Fixture
Windows
Screens

EXTERIOR

Walls
Trim

LAWN/LANDSCAPE

MISCELLANEOUS

Door Opener
Keys

The undersigned acknowledges that the above is the condition of the Property on moving in.

Resident: _____

Resident: _____

Management: _____

The undersigned acknowledges that the above is the condition of the Property on vacating the premises.

Resident: _____

Resident: _____

Management: _____

EXTENSION OF LEASE

Managing Agent Or Landlord _____

Address _____

Phone _____

Premises _____

Resident _____

Resident _____

Date Of Existing Lease _____

Beginning _____

Ending _____

1. The above-described lease, due to expire on _____, is hereby renewed for a term of _____, beginning _____ and ending _____.
2. All terms, provisions, and covenants of the above described lease shall remain in full force for the duration of the extended term, except as noted.
3. In connection with this renewal, the rent, payable monthly, shall be \$ _____ per month, making a total rental of \$ _____ payable under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Landlord/Managing Agent

Resident

Resident

Dated this _____ day of (mo.) _____, (yr.) _____

PERMISSION TO SUBLET

Landlord/Management _____

Premises _____

Resident _____

Date of Lease _____

1. Permission is hereby granted to the above-named resident to sublease the premises described above to _____ for a term of _____, beginning _____ and ending _____.
2. Any and all subtenants shall be required to conform to all obligations and covenants of the resident as set forth in the above-described lease, all provisions of said lease remaining in full force and effect for the entire time of the sublease.
3. Any and all adult tenants shall be required to complete the landlord's standard rental application and must meet the usual character, employment, and credit requirements for tenancy, and pay landlord the required rental application fee and credit check fee.
4. In the event legal action is required to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
5. This permission to sublet in no way releases the above-named resident from any obligation, responsibility or duty of the resident as set forth in the above-described lease.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Landlord/Management

Resident

Dated this _____ day of (mo.) _____, (yr.) _____

**TENANT'S MANDATORY NOTICE TO LANDLORD
OF INTENTION TO VACATE**

Date: _____

To: _____

From: _____

This notice that on (date) _____ the undersigned intends to move from the residence at (address) _____.

The undersigned understands that the lease/rental agreement requires _____ days of advance notice, and that this represents _____ days of notice. The undersigned also understands that he/she is responsible for paying rent through the end of the notice period required in the lease/rental agreement or until another tenant approved by the management has moved in, whichever occurs first.

The undersigned understands that any deposits that he/she is entitled to will be refunded within _____ days after the premises have been vacated and all keys returned to the management, so long as the dwelling is left in broom-clean condition and undamaged.

Reasons for leaving: _____

Forwarding address: _____

New phone number: _____

In accordance with the lease/rental agreement, the undersigned agrees to allow the management to show the dwelling to prospective tenants at any and all reasonable times.

Tenant: _____ Tenant: _____

NOTICE OF OVERDUE RENT

Date: _____

To: _____

Your rent of \$_____ for the period of _____ has not been received as of the above date.

Please be reminded that your rent was due on _____. Also, our lease agreement provides for a late charge of _____.

Your rent, including applicable late charges, should be sent to:

By _____
Landlord/Management

Phone _____

PAYMENT AGREEMENT

Currently, I am renting (address) _____ from
(owner) _____. I realize that I am \$ _____
behind in my rent at this time. I promise that I will pay the above amount owed, in full, by
the date of (mo./day) _____, (yr.) _____.

In the event that I, for any reason, do not follow through with the above promise, I shall vacate said premises immediately and no later than the above mentioned date. If I fail to do the above, I give my permission to said owner to change the locks and allow the same to re-rent said premises. If said premises is unfurnished, I give said owner or agent permission to remove the furniture from said premises and set it out on the street. The owner will return all personal clothing and belongings to me. I realize it is my responsibility to pick up my personal belongings and articles no later than 48 hours after the locks have been changed.

Dated this _____ day of (mo.) _____ (yr.) _____.

Signature of Manager Or Owner

Signature Of Tenant

LANDLORD'S FIVE DAY NOTICE

To _____

You are hereby notified that there is now due to the undersigned landlord the sum of _____ dollars being rent for the premises situated in _____, County of _____, and State of _____, described as follows: _____.

And you are further notified that payment of said sum so due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of five (5) days after service of this notice, your lease of said premises will be terminated.

Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees, in writing, to continue the lease in exchange for receiving partial payment.

Dated this _____ day of (mo.) _____, (yr.) _____

_____	_____
Landlord/Managing Agent	Address
_____	_____
Telephone	

STATE OF _____ }
 COUNTY OF _____ } S.S. AFFIDAVIT OF SERVICE - When served by a
 person not an officer

_____, being duly sworn, on oath deposes and says that on the _____ day of (mo.) _____, (yr.) _____ he/she served the within notice on the tenant named therein, as follows:*

- ___ (1) by delivering a copy thereof to the within named tenant, _____.
- ___ (2) by delivering a copy thereof to _____, a person above the age of ten years, residing in or in charge of the within described premises.
- ___ (3) by sending a copy thereof to said tenant by** { certified mail, return receipt requested.
- ___ (4) by posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

* Check off all applicable paragraphs.
** Strike out word not applicable.

Signature of Notice Server

Subscribed and sworn to before me this _____ day of (mo.) _____, (yr.) _____

(Seal)

Notary Public

30-DAY NOTICE TO TERMINATE TENANCY

To: _____ Address Of Premises: _____

Date: _____

Notice is hereby given that you are required, within thirty (30) days, to move from and deliver up possession of the above-referenced premises.

This notice is intended for the purpose of terminating the Lease/Rental Agreement by which you now hold possession of the above-described premises, and should you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said Rental Agreement forfeited, and to recover rents and damages for the period of unlawful detention.

Please be advised that rent on said premises is due and payable up to and including the date of termination of your tenancy under this notice.

Landlord/Managing Agent

STATE OF _____

COUNTY OF _____

}

S.S.

AFFIDAVIT OF SERVICE - When served by a person not an officer

_____, being duly sworn, on oath deposes and says that on the _____ day of (mo.) _____, (yr.) _____ he/she served the within notice on the tenant named therein, as follows:*

- ___ (1) by delivering a copy thereof to the within named tenant, _____.
- ___ (2) by delivering a copy thereof to _____, a person above the age of ten years, residing in or in charge of the within described premises.
- ___ (3) by sending a copy thereof to said tenant by** { certified mail, return receipt requested. / registered }
- ___ (4) by posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

* Check off all applicable paragraphs.
** Strike out word not applicable.

Signature of Notice Server

Subscribed and sworn to before me this _____ day of (mo.) _____, (yr.) _____

(Seal)

Notary Public

REAL ESTATE SALES CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Seller, _____, hereby agrees to sell to Buyer, _____, or Buyer's nominee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

DESCRIPTION: The Property is located in _____ County, (city/state) _____ and is commonly known as (address) _____, has approximate lot dimensions of _____ x _____, and is legally described as follows:

(If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterward.)

1. PURCHASE PRICE: The total purchase price to be paid for the Property by the Buyer is payable as follows:

- (a) Initial deposit \$ _____
 - (b) Sum due within _____ days after acceptance of this Contract \$ _____
 - (c) Additional sum due at closing (not including prorations) \$ _____
 - (d) Proceeds of new note and mortgage to be given by Buyer or any lender other than the Seller \$ _____
 - (e) Existing mortgage on the Property which shall remain on the Property but which shall not subject Buyer to any penalty or fee or increase in the original interest rate of said mortgage \$ _____
 - (f) Balance due Seller by promissory note of the Buyer subject to the requirements set forth in this contract \$ _____
 - (g) Balance due Seller by Articles of Agreement for warranty deed \$ _____
- TOTAL PURCHASE PRICE** \$ _____

2. APPORTIONMENT OF PURCHASE PRICE AND DEED: Land \$ _____ Building \$ _____ Personal Property \$ _____. It is agreed that the Property will be conveyed by recordable _____ warranty deed, with release of dower and homestead rights, subject to general real estate taxes for the current year, covenants, conditions, restrictions of record, and easements of record, all of which must be acceptable to Buyer.

3. Buyer will pay for recordation of deed and prorated share of prepaid insurance, taxes, and interest, if any.

4. The Seller will pay for: [] Revenue stamps (State, county, and local); [] Title commitment in the amount of the purchase price from _____ or any title insurance company duly licensed to underwrite title insurance in the state of _____; [] Survey; [] _____ Attorney's fees; [] Appraisal fee; [] Real estate commission; [] Title abstract; [] Title opinion letter; [] F.H.A./V.A. mortgage discount; [] Photographs; [] Satisfaction of mortgage and recording fee; [] Lead paint inspection; [] Home inspection; [] Repairs or replacements required by the F.H.A. or V.A. not to exceed \$ _____; [] Any other inspections required by law. [] _____.

5. PRORATED ITEMS: All rents, water taxes or charges, taxes, assessments, monthly mortgage insurance premiums, fuel, prepaid service contracts, and interest on existing mortgages shall be prorated as of the date of closing. If Buyer is to accept the Property, subject to an existing mortgage requiring an escrow deposit for taxes, insurance, and/or other items, all escrow payments required to be made up to the time of closing shall be made to the escrow holder at Seller's expense and said escrow balance shall be assigned to the Buyer without compensation to the Seller; it being expressly understood that said escrow balance is included in the Total Purchase Price. All mortgage payments required of Seller to be made shall be current as of the time of closing. If the exact amount of real estate taxes cannot be ascertained at the time of closing, Seller agrees to prorate said taxes on the basis of 110% of the last ascertainable amount.

6. TITLE AND TITLE INSURANCE: Within _____ days [] after the date of acceptance of this contract [] after the date of approval of Buyer's mortgage loan (if any), the Seller will provide and deliver to Buyer or Buyer's Attorney: [] A title commitment for an owner's title insurance policy in the amount of the purchase price (to be issued by a title insurance company duly licensed by the state of _____, to underwrite title insurance); [] A title insurance commitment for a mortgage policy in the amount of \$ _____; [] A continuation of abstract.

Buyer _____
Seller _____

7. SURVEY: Within _____ days [] after the date of acceptance of this contract [] after the date of approval of Buyer's mortgage loan (if any), the Seller will provide and deliver to Buyer or Buyer's Attorney: [] A new spotted certified survey having all corners staked and showing all improvements upon the Property. [] No survey is required.

8. EXAMINATION OF TITLE AND TIME OF CLOSING: If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of Buyer's Attorney, on or before [] _____ [] _____ days after the mortgage loan approval [] _____ days after acceptance of this contract. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, within fifteen (15) days, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have thirty (30) days to do so, in which case this sale shall be closed within ten (10) days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Seller agrees to pay for and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.

9. DEFAULT BY BUYER: If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the initial deposit specified in paragraph 1(a) above, it being agreed that this is Seller's exclusive remedy.

10. DEFAULT BY SELLER: If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the Buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

11. CONDOMINIUM PROVISION: (a) If the subject property is a condominium unit, this contract is subject to the condition that Seller be able to obtain release or waiver of any right of first refusal or other preemptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. If, after making every reasonable effort, Seller is unable to obtain such release or waiver within the time provided and so notifies Buyer within that time, this contract shall become null and void and all of Buyer's deposits shall be returned to the Buyer, provided that if said option or preemptive right is not exercised within the time specified by the Declaration of Condominium, this contract shall remain in full force and effect for that period of time which the Declaration of Condominium provides for completion of the sale, should the option or preemptive right not be exercised. If the Declaration of Condominium contains no such option or preemptive right, this paragraph (a) shall be null and void and not part of this contract. (b) Seller represents and warrants that there are no condominium assessments currently due and owing. Seller agrees to pay any assessments, including special assessments, that have been or will be levied at any time prior to the date of closing.

12. ATTORNEY FEES AND COSTS: If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.

13. RISK OF LOSS OR DAMAGE: Risk of loss or damage to the Property by any cause is retained by the Seller until closing.

14. CONDITION OF THE PROPERTY: Seller agrees to deliver the Property to Buyer in its present condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of no latent defect in the Property. All heating, cooling, plumbing, electrical, sanitary systems, and appliances shall be in good working order at the time of closing. Seller represents and warrants that the personal property conveyed with the premises shall be the same property inspected by Buyer and that no substitutions will be made without the Buyer's written consent. Buyer may also inspect or cause to be inspected the foundation, roof supports, or structural member of all improvements located upon the Property. If any such system, appliance, roof, foundation, or structural member shall be found defective, Buyer shall notify Seller at or before closing and Seller shall thereupon remedy the defect forthwith at his/her sole expense (in which case the time for closing shall be reasonably extended as necessary). If the costs of such repairs shall exceed 5% of the total purchase price, Seller may elect not to make such repairs and the Buyer may elect to take the Property in such defective condition and deduct 5% from the purchase price or Buyer may, at his/her option, elect to terminate this contract and receive the full refund of all deposits and other sums tendered hereunder. In addition, Seller agrees to remove all debris from the Property by date of possession.

15. OCCUPANCY: Seller shall deliver possession to Buyer no later than the closing date unless otherwise stated herein. Seller represents that there are no persons occupying the Property except the following tenants of the Seller:

Seller agrees to deliver exclusive occupancy of the Property to Buyer at the time of closing unless otherwise specifically stated herein. Seller agrees to provide true and accurate copies of all written leases to Buyer within five (5) days after the date of acceptance of this contract. Said leases are subject to Buyer's approval. Seller shall provide such letters notifying tenants to pay rent to the buyer after closing as Buyer may reasonably request. Seller warrants that any rent rolls and other income and expense data provided to Buyer are complete and accurate, all of which must be acceptable to Buyer.

Buyer _____

Seller _____

16. [] **MORTGAGE OR THIRD PARTY FINANCING:** According to paragraph 1(d) of this contract, it is agreed that Buyer will require a new mortgage loan to finance this purchase. The application for this mortgage will be made with a lender acceptable to Buyer, and unless a mortgage loan, acceptable to Buyer, is approved without contingencies other than those specified in this contract within _____ days from the date of acceptance of this contract, the Seller or Buyer shall have the right to terminate this contract and, at that time, all sums deposited by Buyer shall be returned to Buyer and Buyer shall return any surveys and copies of leases received from Seller. Notwithstanding the aforesaid provisions, if Buyer so requests and if Seller agrees, Seller shall have _____ days to offer Buyer a purchase money mortgage on said property at terms acceptable to and approved by Buyer, and this contract shall remain in full force and effect. Said purchase money mortgage shall be fully subject to the terms and conditions of the paragraph relating to Seller Financing below.

17. [] **SELLER FINANCING:** According to paragraph 1(f) above, it is understood that the Buyer will execute and deliver at the closing, a Promissory Note to Seller which shall provide for full or partial prepayment without penalty [] and shall bear interest at the rate of _____% per annum beginning on _____ in the amount of \$_____ per _____ [] such that the amount of such payments shall amortize the debt due in _____ years with all unpaid principal and interest due _____. The said Promissory Note shall be secured by a mortgage acceptable to Buyer and providing for the full and free right of the mortgagor to transfer the Property, in whole or in part, subject to the mortgage and to substitute for the Property other collateral of equivalent equity value; the exculpation of the mortgagor from personal liability; thirty (30) days prior written notice to the mortgagor of the mortgagee's intention to commence foreclosure proceedings and the right of the mortgagor to cure; the subordination of mortgagee's lien to an existing or future senior encumbrance; the right of first refusal in the mortgagor if the mortgagee shall at any time sell its interest at a discount; future advances at the option of the mortgagee; the release or portions of the Property from the lien of the mortgage upon partial principal payments by mortgagor, which said portion shall be released in the same proportion that the amount of the partial payment bears to the then outstanding principal balance.

18. [] **ARTICLES OF AGREEMENT FOR WARRANTY DEED:** If this sale is made by Articles of Agreement for warranty deed pursuant to paragraph 1(g) above, then the terms of paragraph 17 relating to Seller Financing shall be incorporated in said Articles of Agreement and shall become a part thereof, and the terms relating to a Promissory Note and mortgage shall be construed and relate to the Articles of Agreement for warranty deed in lieu of any reference to Promissory Note and mortgage.

19. **F.H.A. FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of any money deposit or otherwise unless the Seller has delivered to the Buyer a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the Property (excluding closing costs) of not less than \$_____ which statement Seller agrees to deliver to the Buyer promptly after such appraised value statement is made available to Seller. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

20. **V.A. FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described in this contract if the Total Purchase Price exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of completing this transaction without regard to the amount of reasonable value established by the Department of Veterans Affairs.

21. [] **TERMITE INSPECTION:** Seller agrees to furnish to Buyer, at Seller's expense, an inspection report showing all buildings on the Property to be free and clear from visible infestation and free from visible dry or wet rot damage by termites and other wood-destroying organisms. This inspection report is to be furnished by a licensed pest control firm. If a report shows such visible infestation or damage, Seller shall pay all costs of treatment of such infestation and all costs of repair of such damage. If the costs of treatment and repair shall exceed 3% of the total sale price, Seller may elect not to make such treatment and repairs and Buyer may elect to take the Property in its then condition and deduct 3% from the total purchase price and complete the transaction or Buyer may terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

22. [] **ZONING:** Unless the property is properly zoned for _____ use and there are no deed restrictions against such use at the time of closing, the Buyer shall have the right to terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

23. **LEGAL USE:** Seller represents and warrants to Buyer that the entire property conforms to all building codes and restrictions that may be imposed by any governmental agency either national, state, or local. Seller also warrants that there are no building code violations on the Property and that Seller has received no notice of any building code violations for the past ten years that have not been fully corrected.

24. **LOCAL ORDINANCES:** Seller shall procure for Buyer, at Seller's expense, all certificates of inspection, certificates of occupancy, or the like required under the terms of any local ordinance.

Buyer _____

Seller _____

25. PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE: (Strike items not applicable): storm and screen doors and windows; awnings; outdoor television antenna; wall-to-wall, hallway, and stair carpeting; window shades and draperies and supporting fixtures; venetian blinds; window treatments; electric plumbing and other fixtures as installed; water softener; attached shelving; hardware; trees and shrubs; refrigerator(s) _____; stove(s) _____; air conditioner(s) _____ and such other items as is listed below or on a rider attached hereto, all of which personal property is unencumbered and owned by Seller. All such items shall be conveyed from Seller to Buyer by a Bill Of Sale.

26. [] This offer shall terminate if not accepted before (mo./day) _____, (yr.) _____.

27. R.E.S.P.A. COMPLIANCE: Seller and Buyer agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 if it is applicable to this transaction.

28. ADDITIONAL TERMS AND CONDITIONS:

(a) Where the context requires, the terms that Seller and Buyer shall include are in the masculine as well as the feminine and the singular as well as the plural.

(b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this contract. No alterations or changes shall be made to this contract unless the same are in writing and signed or initialed by the parties hereto.

(c) The provisions of this contract shall survive the closing and shall not merge in any deed of conveyance herein.

(d) This agreement shall be construed under the laws of the State of _____.

(e) Other:

29. REAL ESTATE SALES COMMISSION: The Seller agrees to pay all real estate sales commission due on this transaction.

30. NOTICES: Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery or mailing.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

In witness whereof, the parties signed their names on the dates in the year set forth below.

Buyer(s): _____ Buyer's Date of Offer: (mo./day) _____, (yr.) _____

_____ Address: _____

_____ Address: _____

Seller(s): _____ Seller's Date of Acceptance: (mo./day) _____, (yr.) _____

_____ Address: _____

_____ Address: _____

Buyer _____

Seller _____

<p>RECORDATION REQUESTED BY:</p> <p>WHEN RECORDED RETURN TO:</p> <p>RETURN BY: MAIL PICKUP</p>	<p style="text-align: center;">SPACE ABOVE THIS LINE FOR RECORDER' S USE</p>
------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

MORTGAGE

THIS MORTGAGE is made this _____ day of _____, between the Mortgagor, _____ (“Borrower”, and the Mortgagee _____, whose address is _____ (herein “Lendor”).

WHEREAS, Borrower is indebted to Lender in the principal sum of _____ Dollars, which indebtedness is evidenced by Borrower’s note dated _____ (herein “Note”), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____.

TO SECURE to Lender (a) the repayment for the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereon (herein “Future Advances”), Borrower does hereby mortgage, with power of sale, the following described property located in the County of _____, State of _____.

which has the address of _____ (Street) _____ (City) _____ (State and Zip Code) (herein “Property Address”):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rents, rights, appurtenances, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the “Property”.

Borrower covenants that Borrower is lawfully seised of the estate and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender’s interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein “Funds”) equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents of the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not

be required to pay Borrower any interest or earnings on the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien, in legal proceedings which operate to prevent the enforcement to the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any such insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Development. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the

covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lenders' interest including, but not limited to, disbursement of reasonable attorney's fees and enter upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest hereof, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking the property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by the Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application or proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereon. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use

and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay which due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invoked the power of sale, Lender shall mail Borrower a notice of sale in the manner provided in paragraph 14 hereof. Lender shall publish a notice of sale and shall sell the Property at the time and place and under the terms specified in the notice of sale. Lender or Lender's designee may purchase the Property at any sale. The proceeds of any sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage or (iii) 30 days from the certified date upon which Lender entered upon and took possession of the property if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreement of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lenders' remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Dower. Borrower hereby relinquishes all right of dower in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower

Borrower

PIN # _____

STATE OF _____ ss:

On this _____ day of _____ before me personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed,.

My Commission Expires:

Notary Public