

PURCHASE AND SALE AGREEMENT
NOT FOR USE WITH BOND MONEY

This Purchase and Sale Agreement (the "Agreement") is entered into by and between the parties herein provided, and is effective the date it is executed by the Buyer (the "Effective Date").

1. **PARTIES: OWNER OF RECORD**(the "Seller") agrees to sell and convey to Buyer _____ (the "Buyer"),

whose address is _____,

whose home telephone number is _____, whose business telephone number is _____,

whose cell phone number is _____, whose email address is _____
and Buyer agrees to purchase from Seller the Property described below.

2. **DESCRIPTION OF PROPERTY:** All property sold under this Agreement is called the "Property".
Being all that certain real property located at:

(the street address) and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements and fixtures thereon owned by Seller. Buyer acknowledges that he has reviewed the legal description prior to signing this Agreement and acknowledges that a copy has been provided and attached by initialing below. If the legal description of the Property is not complete or is inaccurate, this Agreement shall remain valid and the legal description shall be completed or corrected to meet the requirements of the title company issuing the owner's title policy referenced below.

3. **PURCHASE PRICE:** The Purchase Price is the sum of the High Bid amount plus the Buyer's Premium. The Buyer's Premium equals five percent (5%) of the High Bid amount. The Buyer's Premium shall be paid to Auctioneer at Closing by Escrow Agent in cash, by cashier's check or wire transfer of immediately available funds.

- HIGH BID: \$ _____
- BUYER'S PREMIUM (5%): + \$ _____
- TOTAL PURCHASE PRICE: = \$ _____

4. **EARNEST MONEY:** \$ _____ is hereby tendered by Buyer and is to be deposited as Earnest Money with _____, the "Escrow Agent", upon execution of this Agreement by Seller and Buyer. If the purchase and sale hereunder is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be applied to the cash portion of the Purchase Price at Closing, in all other events, the Earnest Money shall be disposed of by Seller as herein provided.

5. **TITLE:** Seller shall furnish to Buyer an Owner's Policy of Title Insurance (the "Title Policy") issued by _____ (the "Title Company") in the amount of the Purchase Price, dated as of the Closing Date.

6. **NO REPAIRS:** Buyer acknowledges and agrees that Seller shall make no repairs or improvements of any kind to the Property and that nothing disclosed by Seller shall require Seller to correct or improve any conditions disclosed or make repairs of any kind to the Property.

7. **DISCLOSURES:** Seller acquired the Property either as a result of a foreclosure action, result of a like or similar action, i.e. deed in lieu or as part of a purchase from a prior servicer and that the total price set forth in the Agreement may reflect deferred maintenance. Accordingly, Seller has not conducted its own inspections nor has any personal knowledge of the condition of the Property other than as may be disclosed in the Inspection Report(s), if any. Buyer acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Buyer's representative regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Buyer for Buyer's information only and shall not be deemed a part of the Agreement. If the Inspection Report has been provided to Buyer, no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer acknowledges that Buyer has the opportunity to inspect, examine and make a complete review of the Property prior to the execution of the Agreement. Buyer will rely solely on Buyer's inspection and review to evaluate the condition of the Property.

8. **SELLER OPTIONS:** Seller may determine in its sole and absolute discretion, to accept or reject any offer. All offers become the property of Seller, and rejected offers will not be returned to Buyer. Buyer agrees that the submission of this offer to Seller and Seller's receipt of same shall not create or cause to arise in favor of Buyer any claim to, or interest in, the Property. The Buyer agrees Seller's acceptance of this offer may be evidenced solely by Seller's endorsement hereon of Seller's acceptance of this offer pursuant to Seller's procedures therefore.

9. **CERTIFICATION OF NON-AFFILIATION:** Buyer represents and warrants to Seller that Buyer or any

person acting on behalf of Buyer, has no relation or affiliation with the prior owner of the Property. Buyer further represents that Buyer has not made any agreements, written or oral, expressed or implied, with the prior owner or any person or entity affiliated or connected with the prior owner for the payment or retention of any additional amounts to or from prior owner; and the purchase and sale of the Property is an arms length transaction. Buyer acknowledges that Seller is relying on this representation and warranty from Buyer in approving and executing this Agreement.

10. BROCHURE: Buyer represents and warrants that Buyer has received, read and accepts the terms and conditions pertaining to the sale of the Property which are set forth in the Auction Brochure (the "Brochure"), which terms and conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Brochure, the terms and conditions of this Agreement shall control and prevail in all respects.

11. OCCUPIED PROPERTY: Seller makes no representations or warranties as to whether the Property is occupied as of the Closing Date.

12. "AS IS PROPERTY CONDITION": BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY; (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE; (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; (v) THE INCOME TO BE DERIVED FROM THE PROPERTY. (vi) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (vii) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (viii) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY; (ix) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BUYER; (x) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS; (xi) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON; (xii) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE; OR (xiii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW OR CODES, AND NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND THAT THE PROPERTY MAY NOT BE IN HABITABLE CONDITION. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE, COUNTY, OR CITY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT WITHOUT LIMITATION, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER, AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT WITH RESPECT TO ANY MATTERS PERTAINING TO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY.

IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATION OF WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OF THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE REGULATIONS PROMULGATED THEREUNDER. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY.

SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

UPON CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AGENTS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR LIABILITY TO BUYER. BUYER AGREES THAT SELLER AND ITS AGENTS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES BUYER OR BUYER'S SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW OR MAY HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, AND BUYER SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND SELLER FROM ANY SUCH CLAIM.

BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTION COMPANY, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST, WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER

13. **EMINENT DOMAIN:** In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either party may terminate the Agreement and the Earnest Money shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder, except as provided for in the Agreement.

14. **AUCTION BROKER FEE:** If and when the sale is consummated and the total purchase price is fully funded, Seller agrees to pay **Hudson & Marshall of Texas, Inc.**, as ("Auction Broker or Broker"), a fee under the terms and conditions specified by separate agreement, between Hudson & Marshall of Texas, Inc. and Seller. Hudson & Marshall of Texas, Inc. will pay any co-operating brokers pursuant to such separate agreement. To the actual knowledge of Seller and Buyer, no other Acquisition Fee (as hereafter defined) has been paid or is due and owing to any other person or entity other than to Broker. As used herein "Acquisition Fee" shall mean all fees paid to any third person or entity in connection with the selection and purchase of the Property, including real estate commission, selection fees, non-recurring management and start-up fees, development fees or any other fee of similar nature. Seller and Buyer each hereby agrees to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this paragraph; and such agreement to indemnify between the parties shall survive the Closing.

15. **CLOSING:** The Closing of the sale between Seller and Buyer shall be **ON OR BEFORE 30-45 DAYS FROM THE DATE OF SELLER EXECUTION** (the "Closing Date" or "Closing"). Subject to the following provisions extending the Closing Date, if either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies in Section 29 of this Agreement immediately and without notice; provided, however, if Seller is unable to close on the Closing Date because the Title Company will not issue an owner's policy of title insurance, the Closing Date shall be automatically extended up to fifteen (15) days; and such inability of Seller to deliver title to Buyer as required in this Agreement at or prior to the Closing Date, shall be deemed no fault of Seller. Additionally, if Seller fails to perform within the extended time, then Buyer may terminate this Agreement and receive the Earnest Money as its sole and exclusive remedy. IF BUYER DESIRES TO EXTEND THE CLOSING DATE, BUYER MUST REQUEST IN WRITING TO SELLER, A ONE-TIME TEN (10) DAY EXTENSION OF THE CLOSING DATE FOR A NON-REFUNDABLE FEE EQUAL TO AN ADDITIONAL FIVE (5%) PERCENT OF THE PURCHASE PRICE, OR \$500.00 (WHICHEVER IS GREATER), PAYABLE IN CASH AND DELIVERED BY BUYER TO ESCROW AGENT ON OR BEFORE THE ORIGINAL CLOSING DATE. IF THE EXTENSION IS APPROVED BY SELLER, THEN THE ADDITIONAL FEE WILL BE ADDED TO THE DOWN PAYMENT AND BE APPLICABLE TO THE PURCHASE PRICE. IN ADDITION TO THE NON-REFUNDABLE FEE, BUYER WILL PAY TO SELLER A DAILY PER DIEM OF \$50.00 FOR EACH DAY PAST THE ORIGINAL CLOSING DATE UP TO THE NEW CLOSING DATE. THIS DAILY PER DIEM WILL BE COLLECTED FROM BUYER AND PAID TO SELLER ON THE SETTLEMENT STATEMENT. IF BUYER FAILS TO PERFORM WITHIN THE NEW EXTENDED TIME, SELLER MAY TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY AND ADDITIONAL FEE(S) AS ITS SOLE AND EXCLUSIVE REMEDY. SELLER SHALL BE ENTITLED TO SUCH FEE WITHOUT CONDITION.

16. **COSTS AND PRORATIONS:**

a. PRORATIONS: "Prorations" shall include such items as: (i)(a) real property taxes (including assessments and like charges); (b) collected rents (if applicable); (c) condominium assessments (if applicable); (d) homeowner association fees (including special and emergency dues and assessments, if applicable); all pertaining to the Property that has accrued or been imposed prior to Closing Date; (ii) payments on bonds; (iii) Mello-Roos payments and other special assessment district bonds; and (iv) other known and identified charges and assessments. All such Prorations shall be calculated as of the day of Closing for the current calendar year and shall be prorated and paid to the Title Company for payment to the taxing authorities and other appropriate party based upon the best available estimates of the amount(s) that will be due and payable on the Property during the current calendar year. Seller and Buyer shall pay to the Title Company in cash at the Closing their prorated portions of such taxes and assessments. Seller shall provide Title Company with any rent rolls in Seller's possession that would assist Escrow Agent in prorating rents. All past due but unpaid rents owing by tenants of the Property prior to the Closing shall remain the property of the Seller and Seller shall have the right to collect same for its own account. If the regular homeowner association dues were paid prior to the Closing Date for a period of time subsequent to the Closing Date, then Buyer shall pay to Seller that portion of the assessment attributed to the period of time after the date of the Closing. Any homeowners association transfer fees or document fees payable in connection with the sale of the Property from Seller to Buyer shall be paid by the Buyer. Insurance premiums will not be prorated. Seller cannot endorse or assign existing insurance policies to Buyer, and Seller may cancel any existing insurance on the Property as of the Closing Date.

b. SELLER'S EXPENSES: Seller shall be responsible and shall pay for any and all Seller attorney fees, the premium for the owner's title insurance policy including any title search and examination fees, provided that the Policy is purchased through, and the settlement/Closing conducted by Seller's designated attorney or agent, Seller's share of Prorations and any documentary transfer tax that may be imposed by the County and/or City in which the Property is located, tax certificates, preparation of the conveyance deed, Seller's escrow fees and overnight and express fees. Title Company is hereby authorized to pay from Seller's proceeds Seller's expenses set forth in this Section 16. If Seller contributes to Buyer's Closing costs (to include non-allowables, prepaids and points) any excess beyond the approved amount will be credited back to the Seller.

c. BUYER'S EXPENSES: Buyer shall pay any and all lender fees including but not limited to the costs of credit reports, loan fees, loan points and other costs of obtaining the new first trust deed loan, half of the escrow fees and charges, tax service fees, recordation fees for the grant deed and any deed of trust, Buyer's share of Prorations under Section 16a above, pro rata portion of any and all property taxes, assessments and like charges and levies for the applicable tax year and first month's condominium/homeowner's association membership fees and assessments, if any, and other closing costs of Buyer, including any Buyer attorney fees, escrow fees, recording fee, stamps and any express or overnight, wire transfer fees and courier fees. Any and all termite clearances and reports and any inspections required by any lender, and not limited to any roof certifications shall be at the sole cost and expense of Buyer. The foregoing costs and expenses shall be paid by Escrow Agent on Buyer's behalf from funds deposited in Escrow by Buyer.

d. POST-CLOSING ADJUSTMENTS: Buyer agrees to pay any shortages in taxes directly to the taxing authority. All Prorations at Closing reflected on the settlement or Closing statement signed by the Seller are final including Prorations for taxes. No adjustments or payments will be made by the Seller after Closing.

e. FINAL FUNDS TO CLOSE ESCROW: All parties acknowledge that good funds are required for Closing. "Good Funds" are defined as cash or electronic transfer (wired funds) and Escrow Agent can disburse the funds on the same business day as the business day of the deposit. In the case of deposit with the Escrow Agent in the form of cashier's or certified checks drawn on a local financial institution, the Escrow Agent can disburse the funds on the next business day after the business day of receipt. Out-of-state checks and all drafts do not constitute good funds and will cause Buyer to be deemed in default as per provisions of this Agreement

17. TITLE APPROVAL:

a. The Title Policy to be furnished to Buyer shall insure Buyer's title to the Property to be good and indefeasible subject only to the following ("Permitted Title Exceptions"): (1) Title Company's standard exception; (2) restrictive covenants affecting the Property; (3) any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements, any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof; (4) taxes and assessments not due and payable at the Commitment (as defined below) date, and subsequent assessments for prior years due to change in land usage or ownership; (5) taxes, assessments and/or fees which may arise due to noncompliance of municipal ordinances and/or city, township or county inspections not being obtained or passed; (6) existing building and zoning ordinances; (7) easements, liens or encumbrances or claims thereof which are not shown by the public record; (8) any liens or right to lien for services, labor or material imposed by law and not shown by the public record; (9) covenants, conditions and restrictions, if any, appearing in the public record; (10) any easements or servitudes appearing in the public records; (11) any lease, grant, exception or reservation of mineral rights appearing in the public record; (12) loss or damage arising out of a lien or assessment arising from any work completed by any municipality for snow removal, grass cutting, securing/boarding of the subject Property, debris removal, or assessments for violations of any of any city ordinances, not of record with local or county recorders office prior to the date of Closing. (13) loss or damage sustained by failure to obtain any certificates of occupancy,

habitability, inspections other permits required by the municipality, as per any local ordinance or statute; (14) liens created or assumed as security for the Purchase Price; (15) utility easements common to the platted subdivision of which the Property is part; (16) reservations or other exceptions permitted by the terms of this Agreement; and **[Check Block if Applicable]** (17) the terms and provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium Regime pertaining to the Unit (the "Condominium Documents"), including the platted easements and assessments set out therein. Seller shall deliver to Buyer, or have available for Buyer's review, the title commitment of the Title Company (the "Commitment") and legible copies of any documents creating title exceptions, not before the auction, but at least ten (10) days prior to Closing. Buyer may only object to any exceptions reflected in the Commitment other than those set forth in subparagraphs (1) through (7), and **[Check Box if Applicable]** (8) above, inclusive, and only if the Commitment was not available for review prior to the auction. Buyer will have five (5) days after receipt of such Commitment and documents to make written objection(s) to Seller.

b. If the Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, allowing that said Commitment was not available for review prior to the auction, or if, prior to the Closing, a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Title Exceptions, Buyer may either waive such defect or give written notice to Seller and Closing Agent, pursuant to Section 44 of this Agreement, of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to the Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as hereinabove provided and if Buyer does not waive such defect, this Agreement shall be terminated without liability to either party and the Earnest Money shall be returned to Buyer. Notwithstanding the foregoing, Seller shall have the right, at its sole election, to extend the Closing Date by not more than thirty (30) days to attempt to cure any defect in title objected to by Buyer in accordance with this Section 17. Seller shall give Buyer five (5) days notice of the new Closing Date.

c. Seller shall furnish to Buyer on the Closing Date the following: (1) Seller's form of Special Warranty Deed (the "Deed") executed by Seller, conveying the Property to Buyer, subject to all matters of record affecting the Property; (2) an affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended; and (3) any other Seller related documents deemed necessary by Title and Escrow Agents.

18. CONDOMINIUM/PUD/HOMEOWNERS ASSOCIATION: If the Property is a condominium, planned unit development, homeowner's association or co-operative, unless otherwise required by law, Buyer, at Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions, restrictions and/or bylaws of the relevant entity within seven (7) days of the Seller's acceptance. Seller's Real Estate Agent or Seller's closing entity agrees to use reasonable efforts to assist Buyer in obtaining a copy of said documents. Buyer will be deemed to have accepted the covenants, conditions, restriction and /or bylaws if Buyer does not notify Seller in writing within ten (10) days of Sellers acceptance, of Buyer's objection to the same.

19. INSPECTION: Buyer shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law.

20. ESCROW: The Earnest Money to be and having been deposited with the Escrow Agent with the understanding that (a) the Escrow Agent does not assume or have any liability for performance of any signatory; (b) is not liable for interest or other charges on the funds held; and c) is liable only for gross negligence or willful misconduct. At Closing, the Earnest Money shall be applied toward the Purchase Price. Buyer and Seller authorize Escrow Agent to accept and rely on copies by any means (including photocopy, NCR, facsimile and electronic) and signatures (including electronic copy of signature complying with local state law) as originals to open Escrow and for other purposes of Escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Agent signs the Agreement.

21. FORM OF DEED: The deed to be delivered at Closing shall be, as determined by Seller, a Special Warranty Deed, Quit Claim Deed or a similar form of deed for the specific jurisdiction in which the Property is located and shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Any reference to the term "deed" herein shall be construed to refer to such form of deed.

22. COSTS OF SURVEY: If a survey is required to close, it will be the sole responsibility herein and will be at the Buyer's expense.

23. PERSONAL PROPERTY: Seller is not hereby conveying any personal property other than as provided in this Agreement and makes no representations or warranties regarding same. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not a part of the actual transaction, and are given to Buyer in "AS IS" condition with no Seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

24. FINANCING:

Property is being sold "ALL CASH" at Closing.

Property is being sold "ALL CASH" at Closing however Buyer will be obtaining financing.

This sale and escrow are NOT contingent upon Buyer obtaining a new first trust deed loan, any other financing (i.e., the sale shall be on an all cash basis), or lender approval nor will Escrow be extended for that purpose or any other purpose (except as otherwise expressly permitted elsewhere in this Agreement), Buyer acknowledging that time is of the essence in this Agreement. If Buyer fails to close the Escrow for any reason related to Buyer's inability to fully pay the Purchase Price and/or all other sums required under this Agreement or for any other reason other than Seller's default under this Agreement, Buyer will be in default under this Agreement and the provisions of Section 29 of this Agreement shall apply.

25. APPRAISAL CONTINGENCY: This Agreement is NOT CONTINGENT upon the Property appraising at no less than the specified Purchase Price.

26. OCCUPANCY: Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.

27. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss, Seller may, but shall not be obligated to, restore the same to its previous condition as soon as reasonably possible, but in any event by Closing Date. If Seller is unable or unwilling to do so, Buyer may terminate this Agreement and the Earnest Money shall be refunded to Buyer, or Buyer may waive such restoration and purchase the Property on the Closing Date in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damages shall be assigned to Buyer.

Seller's insurance is not transferable and will be cancelled at the time of Closing. Seller cannot endorse existing insurance policies to Buyer. Any proceeds from insurance companies for destruction or damage through no fault of the Seller or Buyer shall be retained by the Seller.

[Check if Applicable]

If the Property is a Unit and any part of the common element or any unit adjoining the Unit described in Section 2 of this Agreement is damaged or destroyed by fire or other casualty loss, Buyer shall have five (5) days from receipt of notice of such casualty loss within which to notify Seller in writing that this Agreement will be terminated, unless Buyer receives written confirmation from the association that the damaged condition will be restored to its previous condition within a reasonable time at no cost to Buyer. Unless Buyer gives such notice within such time, Buyer has five (5) days from the date of receipt of Buyer's notice within which to cause to be delivered to Buyer such confirmation. If required by Buyer and written confirmation is not delivered to Buyer as required above, Buyer may terminate this Agreement and the Earnest Money will be refunded to Buyer as Buyer's sole and exclusive remedy. NOTICE TO BUYER: CONSULT YOUR INSURANCE AGENT PRIOR TO THE CLOSING DATE DUE TO THE UNIQUE REQUIREMENTS OF THIS TYPE OF PROPERTY.

28. POSSESSION: The possession of the Property shall be delivered to Buyer at Closing and funding in its present "AS IS - WHERE IS" CONDITION WITH ALL FAULTS. Occupancy of the Property shall NOT be permitted prior to Closing and funding. Buyer shall install new locks on the Property immediately after Closing, and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property.

29. DEFAULT:

a. If Seller breaches this Agreement, Buyer may terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money as Buyer's sole exclusive remedy and relief hereunder. In no event shall Seller be liable to Buyer for any actual, punitive, consequential or other damages. Buyer and Seller hereby agree that such amount will be liquidated damages for Seller's default because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages.

b. If Buyer breaches this Agreement, Seller shall be entitled to recover the Earnest Money more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes, as liquidated damages (and not as penalty), or enforce specific performance of this Agreement as Seller's sole and exclusive remedy. Buyer acknowledges that he has reviewed Exhibit "B" prior to signing this Agreement and agrees to the terms by initialing below.

30. ATTORNEY'S FEE: Any signatory of this Agreement, Broker or Escrow Agent who is the prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing parties.

31. SURVIVAL: All terms and conditions of the Agreement shall survive the Closing.

32. EFFECT: This Agreement may be executed in counterpart originals. This Agreement sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and Agreements between them and their agents. This Agreement can only be amended or modified by a written agreement signed by Seller and Buyer.

33. CAPTIONS: The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

34. TIME OF ESSENCE: Time is of the essence in performance of this Agreement. However, if the final date of any period which is set out in any provision of this Agreement falls on Saturday, Sunday or legal holiday under the law of the United States or the State in which the Property is located, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

35. GOVERNING LAW: This Agreement shall be governed by the laws of the State in which the Property is located, and the laws of the United States pertaining to such transactions.

36. SUCCESSORS AND ASSIGNS: This Agreement shall bind and insure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal representatives, successors and assigns.

37. INVALID PROVISION: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

38. TITLE COMMITMENT: Buyer acknowledges that at the time of execution of this Agreement, Broker advised Buyer, that Buyer should have the commitment covering the Property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtains a policy of title insurance.

39. SECURITY DEPOSITS: At the Closing: (1) Seller shall deliver to Buyer all security deposits, if any, held by Seller, and (2) Buyer shall deliver to Seller a signed notice for each tenant for whom such security deposit is held which states the exact amount of the security deposit that Buyer has received and acknowledges that Buyer is responsible for such tenants security deposit. Buyer acknowledges that Seller has acquired the Property by foreclosure, that Seller may not have in its possession all or any security deposits held by the former owner of the Property and that Seller is not liable to Buyer for any security deposits not delivered to Seller by current tenants or the prior owner of the Property. These agreements shall survive the Closing.

40. SURVIVAL OF INDEMNIFICATION/DEFENSE/HOLD HARMLESS: Any indemnification, defense or hold harmless obligation of Buyer for the benefit of Seller in this Agreement shall survive the Closing Date and/or termination of this Agreement.

41. PROHIBITED SALE: The directors, officers, agents, employees and family members of any real estate agency, vendor, or the employees of Seller, its affiliates or subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Seller.

42. FINAL AGREEMENT: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

43. NOTICES: All notices, demands, and requests which may be given or which are required to be given by either party to the other, hereunder shall be in writing. Such notices shall be deemed delivered when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, five (5) days after having been deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Seller:

OWNER OF RECORD

If to Buyer:

SEE PAGE 1

44. CONSULT YOUR ATTORNEY: Brokers can not give legal advice. This is intended to be a legally binding Agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.

45. ASSIGNMENT: Buyer MAY NOT assign his right, title or interest in this Agreement. Any attempted assignment by Buyer shall void and shall constitute a material breach of this Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of the Buyer.

46. SEVERABILITY/INTERPRETATION: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

47. FULL PERFORMANCE: Seller's delivery of the Deed to the Property to Escrow Agent shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement.

48. FORCE MAJEURE: No Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

49. AGENCY AND BROKER COMPENSATION: Real Estate Brokers are not parties to the Agreement between Buyer and Seller. Specific Commission Instructions will be provided to Escrow Agent in a separate

document provided to the Escrow Agent.

Listing Broker: Seller agrees to pay compensation to Listing Broker as specified in a separate agreement between the parties.

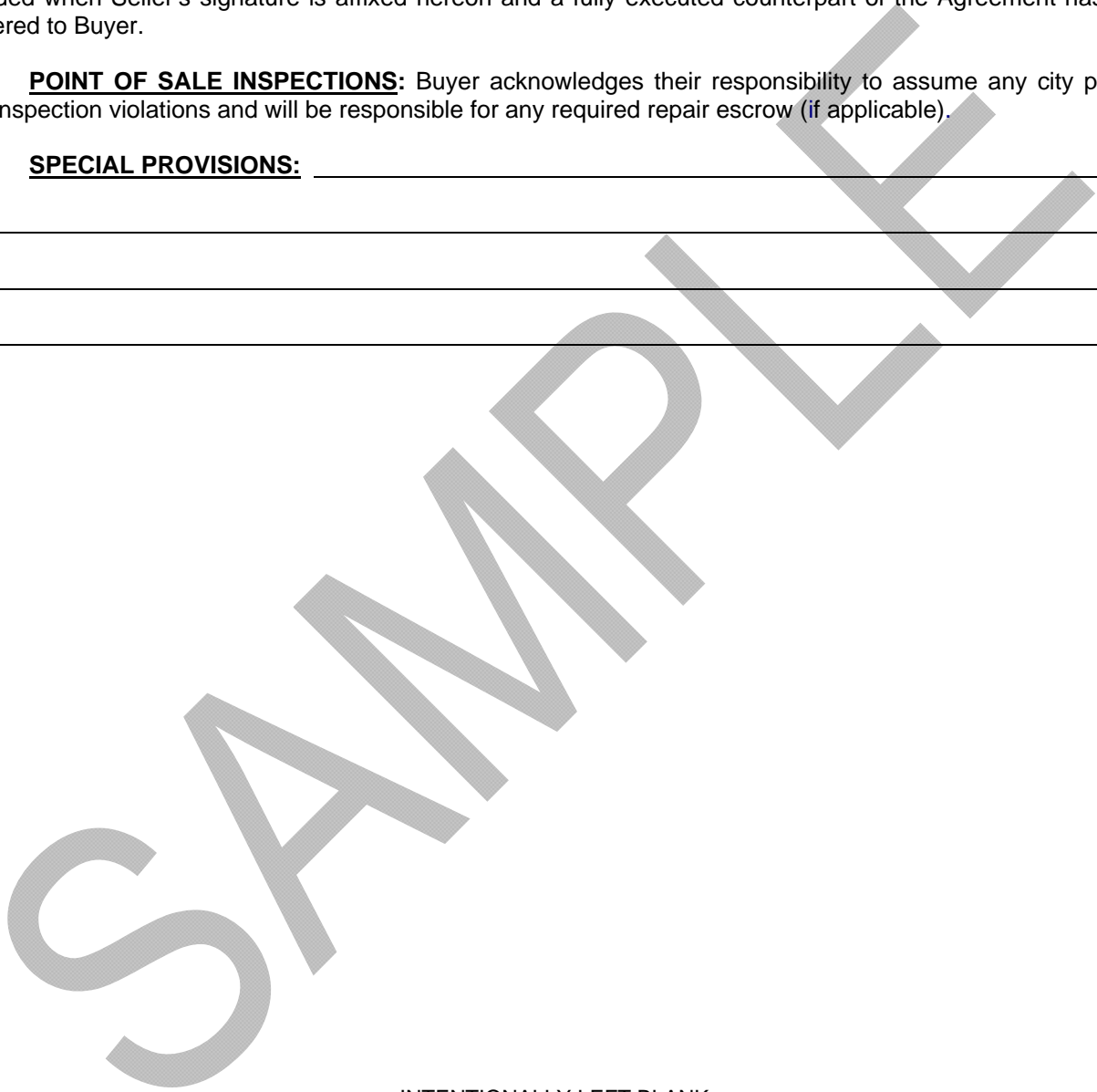
Cooperating Broker: Cooperating Broker (if any) agrees to accept a commission of up to 2.5% of the High Bid Price.

50. AGREEMENT OF PARTIES: This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

51. CONDITIONS OF SALE: Buyer acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Agreement is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, then Seller may notify Buyer that the Agreement is canceled and the deposit shall be returned to Buyer and Seller shall have no further obligation to sell or convey the Property to Buyer. The final acceptance of the Agreement and the effectiveness thereof is subject to committee approval, which will be provided when Seller's signature is affixed hereon and a fully executed counterpart of the Agreement has been delivered to Buyer.

52. POINT OF SALE INSPECTIONS: Buyer acknowledges their responsibility to assume any city point of sale inspection violations and will be responsible for any required repair escrow (if applicable).

53. SPECIAL PROVISIONS: _____



INTENTIONALLY LEFT BLANK

SELLER: **OWNER OF RECORD**

By: _____

Executed by Buyer the _____ day of _____, 2010 (As used in this Agreement, the term "date of this Agreement" or "date hereof" or "Effective Date" shall mean and refer to the date this Agreement is executed by Buyer).

BUYER:

BUYER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

- No Buyer's Agent
- An Agent represents Buyer:

My signature below, is my acknowledgement that I will be paid up to 2.5% of the High Bid Amount as my Commission upon Closing and Funding of the File.

Agent's Signature

Agent's Name

Agent's Company

Agent's Address

Agent's City, State and Zip Code

Agent's Phone Number

Agent's Email Address

On behalf of Hudson and Marshall, I receipt the following in Earnest Money to be forwarded to the above referenced Title/Closing Company upon full execution of the Agreement by all parties.

\$ _____ Cashiers Check/Certified Funds Check # _____

\$ _____ Personal/Company Check # _____

\$ _____ Cash

By: _____
Hudson & Marshall Representative

ESCROW AGENT ACKNOWLEDGEMENT:

Escrow Agent acknowledges receipt of a Copy of this Agreement and a deposit in the amount of \$ _____ and agrees to act as Escrow Agent subject to this Agreement and any supplemental escrow instructions and the terms of Escrow Agent's general provisions.

Escrow Agent is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

_____.

Escrow Agent _____ Escrow # _____

By _____ Date _____

Address _____

Phone _____ Fax _____ Email _____

Exhibit B

LIQUIDATED DAMAGES PROVISION

If the transaction described in the foregoing Agreement fails to close strictly in accordance with the terms of said Agreement because of the failure to or default of Buyer in the performance of **Buyer's obligations** in accordance with said Agreement, the **Buyer's Earnest Money deposit of \$_____ in the possession of the Escrow Agent shall be delivered to and retained by Seller as Seller's sole remedy and right to damages. Seller shall notify Escrow Agent in writing of such failure or default by Buyer and Escrow Agent shall act without any further instruction by any party and is hereby irrevocably instructed to act on such notice or request and shall deliver the Earnest Money Deposit to Seller without any further notice from Buyer.**

The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages. However, this provision shall not limit Seller's right to receive reimbursement for attorneys' fees, nor waive or affect Seller's right and Buyer's indemnity obligations under other sections of this Agreement. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. Notwithstanding the foregoing, if Buyer interferes with or makes any attempt to interfere with Seller receiving or retaining, as the case may be, the liquidated damages provided for in this Exhibit B, including without limitation, giving any notice or instructions to Escrow Agent not to deliver the deposit to Seller, Seller shall have the right to elect to recover the greater of its actual damages or the liquidated damages by giving written notice to Buyer and Seller shall have all other rights and remedies against Buyer provided at law and in equity, and Seller shall have the right to require that Buyer specifically perform Buyer's obligations under this Agreement.

As material consideration to Seller's entering into this Agreement with Buyer, Buyer expressly waives the (i) remedy of specific performance on account of Seller's default under this Agreement, and (ii) any right otherwise to record or file a notice of pendency of action or similar notice against all or any portion of this Property.

As material consideration to each party's Agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights, whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made.

Further, it is hereby understood and between the parties herein that said Agreement will be terminated and the Escrow Agent is hereby released of any and all responsibilities, liabilities, claims to said deposit by Seller and Buyer in releasing said funds.

Acknowledged and agreed by:

BUYER:

By: _____

Date: _____

By: _____

Date: _____

WITNESS:

By: _____

Date: _____

**SELLER:
OWNER OF RECORD**

By: _____

Date: _____

Seller Addendum (if any) inserted here along with State Specific Addendum

SAMPLE