

ROBERT
ALLEN'S

MONEY
POWER

POWER FORMS

EVERY

PREPRINTED

FORM YOU

NEED TO

SUCCEED

ROBERT G. ALLEN
Multiple Streams of Income™

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FIND IT.

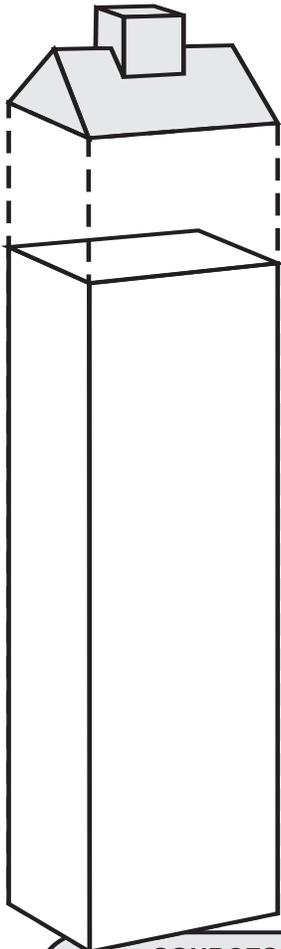
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PROPERTY PROFILE

Name _____ owner agent Sq Ft _____ Age _____
 Address _____ Bedrms _____ Baths _____
 City, State, Zip _____ Carport Garage None
 Neighborhood _____ Brick Frame
 Phone _____ Other _____

LOCATION
2 0 3
CONDITION
2 1 3
PRICE
2 1 3
FINANCING
2 1 3
FLEXIBILITY
2 1 3



Why are you selling? _____
 Plans if it does not sell: _____
 Any offers? _____ How long on mkt? _____

Value _____
 Price _____
 (-) Loans _____
 (=) Equity _____
 Down _____
 Balance _____

RENT INFORMATION	
Rent Amount	_____
(-)	_____
Mortgage Payment	_____
(-)	_____
1/12 taxes	_____
(-)	_____
1/12 Insurance	_____
(-)	_____
Utilities	_____
(=)	_____
positive or negative CASH FLOW	_____



What do you feel would be the best price and terms you would accept for a quick sale?

Loan	Amount	%	Payment	Term	Holder	Assum	Balloons
1st						Y/N	Y/N
2nd						Y/N	Y/N

SOURCES FOR DOWN PAYMENT		
10 Areas of Flexibility	Seller Buyer Realtor Property splits Renters	Short-term Long-term Partners Investers Options

TOTAL SCORE _____

The BOTTOM LINE:
(How can I profit from this property?)



Sell	Keep	Refinance	Trade
Could I sell it for a quick profit?	Can it be fixed up for long term equity profit? Will it enhance long term cash flow?	What benefits could come from financing the property?	Is there enough built-in equity profit to trade for something else of value?

PROPERTY SELECTION GRID

- Analyze and assign a point value to each factor of a property.
- If in doubt about a point value, always pick the lower number.
- Add up the numbers and total.
- The lowest acceptable score is 9, the highest possible is 15.
- Greater fools always buy property in the 9, 10, 11 range.
- Great investors always buy property in the 12, 13, 14, 15, range.

	POOR	AVERAGE	EXCELLENT
1. LOCATION	0 NEVER No pride of ownership. Junk and debris in streets. High crime rate. Abandoned buildings and boarded up properties. Close to major streets, industrial areas, or commercial zones.	2 POINTS May be clean, older neighborhood. Close to shopping, churches, schools, etc., but not very appealing. Working-class tenants. May be poor location on the upswing with pioneer fixer-uppers.	3 POINTS Easy accessibility to all necessary amenities and transportation. Middle-class, suburban neighborhoods. Not on busy street. Properties nearby very similar in price. Good foliage and landscaping.
2. PROPERTY CONDITION	1 POINT Needs major cosmetic and structural improvements. At least 10% of purchase price will need to be spent immediately to make unit rentable. Improvements do not improve the rent roll. Usually associated with poor location.	2 POINTS This is the true fixer-upper! Cosmetic improvements nice but not necessary. Costs not to exceed 5% of purchase price. Improvements immediately add value and make the property more desirable. Not much structural work (if any). The worst house in the best neighborhood.	3 POINTS Newer property or older property with recent renovation. No problems, clean inside and out...good landscaping. Structurally sound. No work necessary before renter moves in. Solid property.
3. PRICE	1 POINT 10% or more above the reasonable market price. Consider only if financing is excellent.	2 POINTS Within 5% or below market price.	3 POINTS At least 10% below price.
4. FINANCING	1 POINT More than 15% down. Seller needs lots of cash and wants all of his equity. Or, property will have heavy negative cash flows for more than three years from date of purchase. Consider only if price is excellent.	2 POINTS Financing required from an institution with up to 15 % down. Credit checks, institutional, secured loans for part of the down payment. Seller carries only small amounts. Balloons due in less the 5 years.	3 POINTS Less than 5% of buyer-cash involved. Seller carries most of the financing at lower-than-market rates with no balloons in less than 7 years. No negative cash. Contract sale, no credit checks.
5. SELLER'S MOTIVATION AND FLEXIBILITY	1 POINT Won't budge on price or terms. "Take it or leave it." Doesn't need to sell. Not anxious at all. In the driver's seat.	2 POINTS Might consider a small discount in price. Needs cash for new house or property, bills, etc. May carry small second or contract.	3 POINTS Needs cash for pressing items, i.e. behind in payments, etc. Or, doesn't need cash at all...has tax, management, transfer, time problems, or divorce. Retiree or investor looking for a solution without major need for cash. Flexible in price or terms.

INSPECTION CHECK LIST

	CONDITION	COST OF REPAIR		CONDITION	COST OF REPAIR
1. GENERAL		\$	8. BEDROOM #3		\$
Carpet		\$	Walls		\$
Drapes		\$	Carpet		\$
Windows		\$	Window Coverings		\$
Doors		\$			
Screens		\$	9. BEDROOM #4		
Light Fixtures		\$	Walls		\$
Foundation		\$	Carpet		\$
			Window Coverings		\$
2. LIVING ROOM		\$			
Walls		\$	10. BATH #1		
Ceiling		\$	Walls		\$
Carpet		\$	Ceiling		\$
Window Coverings		\$	Floor		\$
			Formica		\$
3. DINING ROOM		\$	Cabinets		\$
Walls		\$	Medicine Cabinet		\$
Ceiling		\$	Fixtures		\$
Carpet		\$	Tub		\$
			Plumbing		\$
4. KITCHEN		\$			
Walls		\$	11. BATH #2		
Ceiling		\$	Walls		\$
Carpet or Vinyl		\$	Ceiling		\$
Cabinets		\$	Floor		\$
Range		\$	Formica		\$
Refrigerator		\$	Cabinets		\$
Vent Hood		\$	Medicine Cabinet		\$
Dishwasher		\$	Fixtures		\$
Disposal		\$	Tub		\$
Counter Top		\$	Plumbing		\$
Plumbing		\$			
5. HALL		\$	12. LANDSCAPING		
Walls		\$	Patio		\$
Ceiling		\$	Barbecue		\$
Carpet		\$	Pool		\$
			Spa		\$
6. BEDROOM #1					
Walls		\$	13. MISC./CONDITION		
Carpet		\$	Roof		\$
Window Coverings		\$	Air Conditioning		\$
			Heating		\$
7. BEDROOM #2			Garage 1 car/2car		\$
Walls					
Carpet			Other		\$
Window Coverings					
			TOTAL		\$

NOTES:

INSPECTION CHECK LIST

Name _____ Phone _____
 Address _____

CHECK-IN	NEW	GOOD	COMMENTS	CHECK-OUT	CONDITION	CHARGES
GENERAL						
Carpet						
Drapes						
Windows						
Doors						
Screens						
Light Fixtures						
Foundation						
LIVING ROOM						
Walls						
Ceiling						
Carpet						
DINING ROOM						
Walls						
Ceiling						
Carpet						
KITCHEN						
Walls						
Ceiling						
Carpet or Vinyl						
Cabinets						
Range						
Refrigerator						
Vent Hood						
Dishwasher						
Disposal						
Counter Top						
Plumbing						
HALL						
Wall						
Ceiling						
Carpet						
BEDROOM #1						
Walls						
Carpet						
BEDROOM #2						
Walls						
Carpet						
BEDROOM #3						
Walls						
Carpet						
BATH #1						
Walls						
Ceiling						
Floor						
Formica						
Cabinets						
Medicine Cabinet						
Fixtures						
Tub						
Plumbing						
BATH #2						
Walls						
Ceiling						
Floor						
Formica						
Cabinets						
Medicine Cabinet						
Fixtures						
Tub						
Plumbing						

I, and/or we, accept the aforementioned CHECK-IN LIST as a part of the Rental Agreement and agree that it is an accurate account of the condition of said premises.

Resident _____ Date _____
 Agent _____ Date _____

Cleaning charge	_____
Rent due	_____
Total charges	_____
Amount of deposit	_____
Amount of refund, if any	_____

COMPARATIVE MARKET ANALYSIS FORM

Subject Property Address _____ Date _____

Information on other properties which are located in the same general area and have the same approximate value as the subject property:

FOR SALE NOW	BDRM.	BATHS	DEN	SQ.FT.	MTGS.	PRICE	MRKT. DAYS	TERMS
SOLD PAST 12 MONTHS	BDRM.	BATHS	DEN	SQ.FT.	MTGS.	PRICE	MRKT. DAYS	TERMS
EXPIRED PAST 12 MONTHS	BDRM.	BATHS	DEN	SQ.FT.	MTGS.	PRICE	MRKT. DAYS	TERMS

BUYER'S AGENT AGREEMENT

The undersigned _____, herein designated as CLIENT, hereby retains and authorizes _____, herein designated as AGENT for the purpose of representing and assisting Client to locate property of a nature outlined below or other property acceptable to Client, and to negotiate terms and conditions acceptable to Client for purchase, exchange, lease, or option such property. This agreement shall commence this date and be valid for _____ days.

THE TYPE OF PROPERTY, GENERAL LOCATION, AND OTHER REQUIREMENTS:

PURCHASE PRICE RANGE AND OTHER TERMS AND CONDITIONS:

COMPENSATION TO AGENT: Client shall pay Agent, or authorizes that commissions be paid agent, on the following terms:

- a) For locating property acceptable to Client and for negotiating the actual purchase or exchange thereof, a fee of ____% of the acquisition price, which shall, whenever possible, be the "selling agent's fee" of the commissions payable by Seller on the property in question.
- b) For obtaining an option on a property acceptable to Client, a fee of \$_____, and to pay Broker the balance of a fee equal to _____ % of the purchase price in the event the option is exercised or assigned prior to its expiration.

PAYMENT OF THE ABOVE COMMISSIONS OR COMPENSATION SHALL BE PAYABLE GIVEN THAT:

- 1) Client or any other person acting for Client or on Client's behalf, purchases, exchanges, obtains an option for, or leases any real property presented to Client by Agent, during the term hereof through the services of Agent or otherwise.
- 2) Client or any other person acting for Client or in Client's behalf, purchases, exchanges, obtains an option for, or leases any real property presented to Client within six months after termination of this agreement, which property Agent, or cooperating brokers presented or submitted to Client during the term hereof and the description of which Agent shall have submitted in writing to Client, either in person or by mail, within ten (10) days after termination of this agreement.

Notice: The amount or rate of real estate commissions or fees are not fixed by law. They are set by each broker individually and may be negotiable between the client and the agent/broker.

AGENCY RELATIONSHIP: Agent shall act for Client solely in any resulting transaction, provided that Agent may cooperate with other brokers and their agents in an effort to locate property or properties in accordance with this agreement, and may divide fees in any manner acceptable to them. If Agent receives compensation from anyone other than Client, Agent shall make full disclosure, and such compensation shall be credited against Client's obligation hereunder. Client agrees to provide Agent, upon request, relevant personal and financial information to assure Client's ability to acquire property outlined above. Client further agrees to view or consider property of the general nature set forth in this Agreement, and to negotiate in good faith to acquire such property if acceptable to Client.

ENTIRE AGREEMENT: Time is of the essence. This document constitutes the entire agreement and supercedes all prior agreements, negotiations, and discussions between the parties. This Agreement may be modified only by a written agreement signed by each of the parties.

Receipt of a copy of this agreement is hereby acknowledged.

Dated: _____ Time: _____

Buyer's Agent: _____

Client: _____

By: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

EXCLUSIVE RETAINER AGREEMENT TO LOCATE REAL PROPERTY

Retainer Agreement: The undersigned Client hereby retains the undersigned Broker for a period commencing this date and terminating at midnight of _____, 19__ for the purpose of locating real property of a nature outlined below and to negotiate terms and conditions for the purpose thereof, or for obtaining an option thereon, acceptable to Client.

Brokerage Fee: Client agrees to pay Broker as compensation for locating and negotiating the purchase of a property acceptable to Client a fee of _____% of the purchase price. Client agrees further to pay Broker as compensation for obtaining an option on a property acceptable to Client a fee of \$_____ and agrees further to pay Broker the balance of a fee of _____% of the purchase price in the event the option is exercised or assigned prior to the expiration of the option. Client agrees to pay Broker as compensation for locating a property acceptable to Client and negotiating a lease thereon a fee of \$_____ IF:

(1) Client or any other person acting for Client or in Client's behalf, purchases, obtains an option for, or leases any real property of the nature described herein during the term hereof, through the services of Broker in the state of _____.

(2) Client, or any person acting for Client or in Client's behalf, purchases, obtains an option for, or leases any real property within one year after termination of this retainer, which property Broker presented or submitted to Client during the term hereof and the description of which Broker shall have submitted in writing to Client, either in person or by mail, within ten days after termination of this retainer agreement.

Broker agrees that he will act for Client only and will not accept a fee from the seller, optioner, or lessor unless full disclosure thereof is made to Client prior to the execution of an offer to purchase, option, or lease.

Credit: In the event that the seller, optioner, or lessor has agreed to pay a fee, and Broker, with the consent of Client, is entitled to receive any portion thereof, the full amount of the fee payable by seller, including any portion paid to cooperating brokers, shall be credited against the obligations of Client hereunder.

Broker's Obligations: In consideration of Client's agreement set forth above, Broker agrees to use diligence in locating a property acceptable to Client and to negotiate terms and conditions for the purchase or lease of said property or for obtaining an option on said property, acceptable to Client.

Additional Terms and Conditions:

General Nature of Property:

Size: _____

Location: _____

Price Range/Rental: _____

Terms: _____

Special Requirements: _____

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED

Dated _____

Broker _____

Client _____

Address _____

Client _____

Phone _____

Address _____

By _____

Phone _____

PROMISSORY NOTE

_____ , 199__

I (we) hereby promise to pay to the order of _____

payable at _____ , _____

in the amount of _____ Dollars \$

with interest in the amount of _____ per cent (____%) per annum

due on or before _____ , 199__

Signature _____



FUNDIT.

Real Estate Purchase Contract	
& Receipt for Deposit	14-16
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"This is a legally binding contract. If not understood, seek competent legal advice."

Real Estate Purchase Contract and Receipt for Deposit

1. DATE AND LOCATION OF OFFER: _____, 199____.

2. THIS CONTRACT IS MADE BY AND BETWEEN _____
hereafter referred to as "BUYER," and _____,
(list all owners' names) hereafter referred to as "SELLER" upon the terms, provisions, and conditions set forth herein.

3. BUYER agrees to purchase from SELLER, and SELLER agrees to convey to BUYER, that certain real property located in _____,
County of _____, State of _____ commonly known by the street address of _____,
and further described as _____,
(attach legal description and tax parcel number if available,) with a complete legal description to follow in escrow; together with the following items, if any:
permanently installed heating, air conditioning, electrical, plumbing, security, fire detection, appliances including stove, oven, dishwasher, trash compac-
tor, water heater, water conditioner, garage door opener and controls, landscape and shrubbery, wall-to-wall carpeting, custom window coverings, lighting
fixtures, fans, television antennas, and other fixtures permanently attached to the property. All of the included items, together with the real property and
improvements, shall be referred hereafter as the "SUBJECT PROPERTY."

4. CONTRACT SALES PRICE AND FINANCING SUMMARY:		
A.	EARNEST MONEY DEPOSIT INCLUDED HEREWITH (Payable to: _____)	
	in the form of <input type="checkbox"/> Check <input type="checkbox"/> Promissory Note <input type="checkbox"/> Other (describe) _____	\$ _____
B.	ADDITIONAL DOWN PAYMENT DUE ON OR BEFORE CLOSE OF ESCROW	\$ _____
C.	SUM OF ALL FINANCING DESCRIBED IN PARAGRAPH FIVE BELOW:	\$ _____
D.	OTHER (describe) _____	\$ _____
E.	TOTAL SELLING PRICE CONSIDERATION (A+B+C+D)	\$ _____

5. FINANCING: (Note: The obtaining of BUYER's financing is a contingency or condition of this agreement.)

A. \$ _____ BUYER to qualify for and obtain a new first loan in this approximate amount from a lender of BUYER's choice,
payable at approximately \$ _____ per month including interest (fixed rate adjustable) not to exceed _____
percent per annum, all due and payable _____ years from close of escrow. BUYER to pay a maximum of
\$ _____ in "points" or origination fees to obtain the loan. SELLER agrees to pay a maximum of \$ _____ as
"points" (Discount points in the case of FHA or VA) or origination fees on behalf of BUYER. BUYER's signature on loan docu-
ments will be deemed as BUYER's having obtained financing.

B. \$ _____ BUYER assume/ take title "subject to" the existing first loan of record on the SUBJECT PROPERTY, in the
approximate balance of \$ _____, in favor of _____, payable at approximately
\$ _____ per month, including interest at _____ % (fixed rate adjustable) with all remaining
principal and interest due _____, 199____. In the event the loan balance or payment differs substantially from that
which is indicated above, this contract may be terminated at BUYER's option and the earnest money shall be refunded to
BUYER without delay. BUYER's fees to take over the existing loan not to exceed \$ _____.

C. \$ _____ BUYER to execute a note secured by a first second third (mortgage or deed of trust) in favor of SELLER,
payable monthly at \$ _____ or more, including interest at _____ % all due _____ years from date
of origination. Other terms and conditions: _____

D. \$ _____ BUYER assume/ take title "subject to" the existing (second third) loan of record on the SUBJECT
PROPERTY, in the approximate balance of \$ _____, in favor of _____, payable at approxi-
mately \$ _____ per month, including interest at _____ % (fixed rate adjustable) with all remaining
principal and interest due _____, 199____. In the event the loan balance or payment differs substantially from that
which is indicated above, then this contract may be terminated at BUYER's option and the earnest money shall be refunded to
BUYER without delay. BUYER's fees to assume the existing loan not to exceed \$ _____.

E. \$ _____ BUYER to qualify for and obtain a new second loan in this approximate amount from a lender of BUYER's choice,
payable at approximately \$ _____ per month including interest (fixed rate adjustable) not to exceed _____
percent per annum, all due and payable _____ years from close of escrow. BUYER to pay a maximum of
\$ _____ in points or origination fees to obtain the loan. SELLER agrees to pay a maximum of \$ _____ as
"points"(Discount points in the case of FHA or VA) or origination fees on behalf of Buyer.) BUYER's signature on loan documents
will be deemed as BUYER's having obtained financing.

F. \$ _____

\$ _____ TOTAL FINANCING

SELLER and BUYER acknowledge a receipt of a copy of this page which constitutes page ____ of ____ pages.

(____) SELLER's initials

(____) BUYER's initials

6. TITLE: SELLER shall furnish BUYER with title that is free and clear of liens, encumbrances, restrictions, rights, and conditions other than property taxes not yet due and restrictive covenants, conditions and restrictions of record, including public utility easements, if any, provided that same do not adversely affect the continued use of the property for the purposes for which it is presently being used. BUYER shall have _____ days to reasonably disapprove a preliminary title report furnished at _____ expense. SELLER shall provide and pay for a standard title policy or an abstract brought current on the SUBJECT PROPERTY.

7. ESCROW INSTRUCTIONS: BUYER and SELLER shall open escrow with _____, the escrow holder, and shall deliver signed escrow instructions to escrow holder within _____ calendar days of the acceptance of this offer, and shall provide for closing within _____ calendar days of this acceptance. Escrow fees to be paid as follows _____

8. POSSESSION: Possession and occupancy shall be delivered to BUYER __ on close of escrow, or __ not later than _____ days after close of escrow. SELLER shall maintain the property in its present improved condition.

9. PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition, are included: _____

10. EXCEPTIONS WHICH DO NOT REMAIN WITH THE PROPERTY: BUYER and SELLER hereby agree that the following items are not included with the sale of the property, and may be removed by the SELLER: _____

11. SELLER TRANSFER/DISCLOSURE: SELLER agrees to provide BUYER with a Transfer/Disclosure statement (and to use the official form as may be required by state law). Said statement shall include the identification of equipment and items contained in the residence and lot, and whether such items are operational; any significant defects in structural components of the residence; information regarding the improvements and alterations made to the property including compliance with building codes and issuance of building permits and any items of concern regarding health, safety, regulation violations, existing or potential lawsuits to the SUBJECT PROPERTY, nuisances or neighborhood problems which may affect the BUYER's decision to purchase the SUBJECT PROPERTY. Upon receipt of the transfer/disclosure statement, BUYER shall have _____ calendar days to review same and to disapprove the property because of the disclosed conditions and defects, and to terminate the agreement by delivery of written notice to the SELLER. Should BUYER not disapprove the property within the prescribed limits of time, the conditions described in the transfer/disclosure shall be deemed to have been approved by BUYER.

12. TAX WITHHOLDING (F.I.R.P.T.A.): Under the Foreign Investment in Real Property Tax Act (IRC 1445), every buyer of real property must deduct and withhold from SELLER's proceeds 10% of the gross sales price and to deposit that amount to the Internal Revenue Service upon the close of escrow, unless an exemption applies. The primary exemptions include, and no withholding is required, if any one of the following conditions exist:

A) BUYER purchases the property for use as a personal residence and the selling price is \$300,000 or less, and the BUYER or member of the BUYER's family has definite plans to reside in the property for at least 50% of the number of days it is in use during each of the first twelve month period after the transfer.

or B) SELLER provides BUYER with an affidavit under penalty of perjury that SELLER is not a "foreign person."

or C) SELLER provides BUYER with a "qualifying statement" issued by the Internal Revenue Service that he is exempt from withholding.

13. SUPPLEMENTS: The following supplements are incorporated as part of this agreement.

14. INSPECTIONS: BUYER shall have the right, at BUYER's expense, to select a licensed contractor and/or other qualified professional(s) to make "inspections." BUYER shall keep the property free of liens, and indemnify and hold SELLER harmless from all liability, claims, demands, damages, or costs, and repair all damages to the SUBJECT PROPERTY arising from said inspections. All claimed defects concerning condition of SUBJECT PROPERTY which adversely affect the continued use of the property for which it is presently being used shall be in writing, and delivered to SELLER along with written reports within _____ calendar days. If SELLER is unable or unwilling to correct the deficiencies within _____ days of receiving notice or to agree in writing to escrow funds to correct them, or BUYER and SELLER fail to stipulate in writing as to what defects are accepted "as is" and/or what adjustment is to be made in the purchase price, then before close of escrow, or before any extension mutually agreed upon by both BUYER and SELLER, BUYER shall have the exclusive right to terminate this agreement. SELLER shall make the SUBJECT PROPERTY available for all inspections upon reasonable notice. BUYER's failure to notify SELLER in writing of the defects which are unacceptable to BUYER within the time limit indicated shall be deemed approval.

15. PEST CONTROL INSPECTION: SELLER agrees, at his expense, to provide within _____ calendar days a written certificate from a licensed pest control operator that SUBJECT PROPERTY is free of wood-destroying organisms. SELLER shall make necessary repairs as required for certification within _____ days, up to a limit of \$500.00. In the event the cost to repair exceeds \$500.00, then BUYER has the right to accept the property "as is" and receive a \$500.00 credit from SELLER in escrow, or BUYER and SELLER shall, within said days, mutually stipulate in writing as to what repairs SELLER will perform and pay for and what items BUYER will accept "as is," or the BUYER may terminate this agreement.

SELLER and BUYER acknowledge a receipt of a copy of this page which constitutes page ___ of ___ pages.

(____) SELLER's initials

(____) BUYER's initials

16. OTHER TERMS AND CONDITIONS: _____

17. THE LIMIT OF OFFER: The SELLER shall have until _____ (am/pm) on _____, 199____ to accept this offer in its entirety by delivering a signed copy to the BUYER. If the SELLER does not accept the offer as written within the time limit prescribed, then SELLER shall immediately cause BUYER's deposit to be refunded to BUYER.

18. Both SELLER and BUYER reserve their rights to assign their respective interests and agree to cooperate in effecting an Internal Revenue Code 1031 exchange or similar tax-deferred arrangement prior to close of escrow, provided, however, that such arrangement does not adversely affect the basic agreements contained in this contract, and that said arrangement does not incur additional expense on the cooperating party. BUYER's obligation under this agreement is further contingent upon and subject to BUYER first obtaining within ___ days the following approvals:

19. REAL ESTATE COMMISSIONS: SELLER shall pay a _____ % real estate commission on the total selling price as follows: _____
_____ is designated as BUYER's agent and shall receive _____ % of all commissions paid.
_____ is designated as Seller's agent and shall receive _____ % of all commissions paid.

20. BUYER's Statement and Receipt: "I/We hereby agree to purchase the above SUBJECT PROPERTY in accordance with the terms and conditions stated above, and acknowledge the receipt of a completed copy of this agreement, which I/We have fully read and understand."

Dated: _____ 199____ Hour: _____ SS# _____
Address: _____ City: _____ State: _____ Zip Code: _____

BUYER's signature: _____

21. SELLER's Statement and Response: "I/We approve the above offer, which I/We have fully read and understand, and agree to the above terms and conditions this day and time." (Or, "I/We approve the above offer with the additional provisions & modifications set forth in the attached & signed counter-offer.")

Dated: _____ 199____ Hour: _____
Address: _____ City: _____ State: _____ Zip Code: _____

SELLER's
Signature: _____

22. BUYER's Receipt for Signed Offer: The BUYER hereby acknowledges receipt of a copy of the above agreement bearing the SELLER's signature in acceptance of this offer.

Dated: _____ 199____ BUYER's Signature: _____

SELLER and BUYER acknowledge a receipt of a copy of this page which constitutes page ___ of ___ pages.

(____) SELLER's initials

(____) BUYER's initials

PERSONAL NETWORTH INVENTORY

Date

Name		Spouse		
Address				Phone
Street	City	State	Zip	
Employer	Position			
Address				
Street	City	State	Zip	
Spouse's Employer	Position			
Address				
Street	City	State	Zip	

Professional Network	Name	Firm Name	Phone
Attorney			
Banker			
Accountant			
Insurance			
Realtor			
Realtor			
Mortgage Broker			
Title Officer			
Closing Officer			
Other			
Other			
Other			

ANNUAL TAXABLE INCOME	SELF	SPOUSE	TOTAL
Salary			
Bonuses			
Interest			
Dividends			
Other			
Other			
TOTAL			

NONTAXABLE INCOME	SELF	SPOUSE	TOTAL
1.			
2..			
TOTAL			

TOTAL TAXABLE/NONTAXABLE			
--------------------------	--	--	--

	Amount	When?
Expected Salary Increase		
Expected Additional Income		
Average Monthly Checking Acct Balance		
Average Quarterly Savings Balance		

SCHEDULE OF REAL ESTATE OWNED (Non owner occupied)

Address	Type of Property	Current Market Value	Mortgages/ Liens	Gross Rent Inc.	Annual Expenses	Net Annual Income
1.						
2.						
3.						
4.						

GROSS MONTHLY INCOME

MONTHLY HOUSING EXPENSE

Item	Self	Spouse	Total	Item	Total
Salary				Rent or 1st Mortgage	
Bonuses				2nd Mortgage	
Commission				Hazard Insurance	
Dividends/ Interest				Real Estate Taxes	
Other (ie. Alimony, personal notes, etc.)				Mortgage Insurance	
				Home Owners Association	
				Utilities	
TOTAL				TOTAL	

PERSONAL STANDARD OF LIVING

Item	Less than	5%	10	15	20	25	30	35	40	45	50	60	65	70	75	80	85	90	95	100%
Housing																				
Automobiles (Including Maintenance and Insurance)																				
Debt repayment (Credit cards, Other, etc.)																				
Food																				
Medical/Dental																				
Entertainment/Recreation																				
Education																				
Charity/Gifts																				
Clothing																				
Vacation																				
Home Maintenance																				
Utilities																				
Business Expenses																				

Assumption: Expenditure for any one item will not be in excess of 100%

Instructions:

Using a colored pencil, graph each item according to the approximate percentage to which your net monthly income is current allocated. The percentages may be determined by averaging expenses for any category listed over a four to six month period. Then divide the total by your net monthly income.

The purpose of this exercise is to help you gain a visual perspective of your own unique personal standard of living. No intent is made to dictate an "ideal" standard. There is, of course, no such standard for all people. However, there may be one for you. As you consider your own personal and financial intentions, examine your current spending habits and determine for yourself any adjustments that may be required to more quickly help you achieve your goals.

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SHARED APPRECIATION AGREEMENT

This Agreement is made and entered into this ___ day of ___, 19___, by and between _____ of _____ (city) _____, _____ (state) _____, hereinafter called "Seller"; and _____ of _____ (city) _____, _____ (state) _____, hereinafter called "Buyer";

WITNESSETH:

WHEREAS the seller owns, subject to encumbrances, the property described below; and
WHEREAS the Buyer wishes to acquire an undivided one-half (1/2) interest in and to live in the subject property; and
WHEREAS, to the extent they each will have an interest in the property, the parties intend to be tenants-in-common and not partners;
NOW, THEREFORE, in consideration of their mutual promises to each other
hereinafter stated, the Buyer and Seller have agreed, and by these presents do document their agreement, as follows:

1. SALE:

Seller agrees to sell and convey to Buyer and Buyer agrees to buy, on the terms set out herein subject to the existing encumbrances referred to in Paragraph 3 below, an undivided one-half (1/2) interest in that certain real property, commonly known as _____ (street address) _____, _____ (city) _____, _____ (state) _____, and more particularly described on Exhibit "A" hereto.

2. AGREED VALUE:

The Buyer and Seller hereby agree that the fair market value of the subject property at this date is _____ DOLLARS (\$ _____).

3. EXISTING ENCUMBRANCES:

The Buyer understands and agrees that the property is encumbered by the following obligation(s) and that Buyer's rights are subject thereto:

<u>Beneficiary</u>	<u>Approximate Balance</u>	<u>Current Monthly Payment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Copies of the mortgages, deeds of trust or other documents evidencing these encumbrances and a Preliminary Title Report issued by _____ dated _____ are attached hereto, and receipt of them is hereby acknowledged by Buyer. Additional Encumbrances shall be placed on the property only with the written consent of both parties and shall be subordinate to Seller's equity as established by Paragraph 4 thereof.

4. SELLER'S EQUITY:

It is mutually understood and agreed that initially the Seller's equity is _____ DOLLARS (\$ _____), which is established by subtracting the aforementioned encumbrances set out in Paragraph 3 from the agreed value set out in Paragraph 2.

Seller's equity shall be increased by the amount of all costs (plus interest, if any) and fees which may have been incurred by Seller under the provisions of Paragraphs 10 (C) or 25 hereof and not repaid by Buyer.

WHEREAS IT IS NOT THE SELLER'S INTENTION TO CONVEY ANY PORTION OF THIS EQUITY TO THE BUYER, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

A. SAID EQUITY SHALL REMAIN THE SOLE PROPERTY OF THE SELLER AND SHALL BECOME AN ADDITIONAL ENCUMBRANCE ON THE PROPERTY EVIDENCED BY A RECORDABLE MEMORANDUM OF INTEREST.

B. The amount of said equity shall bear interest at the rate of _____ percent (____%) compounded annually and shall be payable as set out in Paragraph 5 hereof;

C. The amount of said equity plus any accrued and unpaid interest shall be due and payable by Buyer to Seller (1) at the end of five (5) years, or (2) immediately upon the event of Buyer's agreeing to give away, sell, convey, option, lease, contract to sell, or otherwise dispose of all or any portion of the subject property, but this clause (2) shall not apply to any transfer made pursuant to Paragraph 19 hereof (Right of First Refusal).

5. BUYER'S PAYMENT OBLIGATION:

Buyer agrees to pay the Seller for said one-half (1/2) interest and for the possessory rights set out in paragraph 11 hereof the total sum of _____ DOLLARS (\$ _____) payable as follows:

A. The sum in cash of _____ DOLLARS (\$ _____) upon the execution of this Agreement, receipt of which is hereby acknowledged by the Seller;

B. The balance in the amount of _____ DOLLARS (\$ _____) shall be payable to the Seller at the rate of _____ DOLLARS (\$ _____) per month for a period of thirty-five (35) months; due and payable on the first (1st) day of each month, beginning with _____, 1, 19____. Said payments include the amounts due on existing encumbrances Paragraph 3. It is further understood and agreed that now each such payment also includes interest on the Seller's equity as set out in Paragraph 4 hereof in the amount of _____ DOLLARS (\$ _____) per month and taxes, insurance, other impounds and special assessments presently amounting to _____ DOLLARS (\$ _____) per month, which are subject to adjustment from time to time pursuant to the terms of existing encumbrances and any such adjustments, up or down, shall accordingly modify these payments and shall benefit or be borne by the Buyer. Upon receipt of the aforesaid payment, the Seller of escrow/collection agent Paragraph 6 shall forthwith pay or cause to be paid therefrom the existing encumbrances, taxes, insurance, other impounds and special assessments as applicable. It is the intent of the parties hereto that, subject to adjustment as aforesaid, the monthly payment of _____ DOLLARS (\$ _____) shall be allocated as follows:

- \$ _____ Encumbrances (Paragraph 3)
- \$ _____ Taxes, Insurance, Other Impounds (Paragraph 5).
- \$ _____ Special Assessments (Paragraph 5) _____ (describe) _____
- \$ _____ Interest on Seller's Equity (Paragraph 4)
- \$ _____ Possessory Rights (Paragraph 11)

6. ESCROW AND INSTALLMENT COLLECTION ACCOUNT:

It is mutually agreed that an escrow and installment collection account shall be established with _____ (name) _____ and all payments called for by Paragraph 5 above shall be paid by the Buyer directly to such Escrow Agent. Further, the deed for the undivided one-half (1/2) interest described in Paragraph 8, the Quitclaim Deed described in Paragraph 9 and an executed copy of this Agreement shall be delivered to the Escrow Agent for handling pursuant to the terms

hereof. In connection here with, Buyer and Seller agree to execute any necessary escrow instructions or other documentation to effect such an escrow/collection account. Any and all costs for said escrow/collection account, including set up and monthly charges, shall be borne equally by Buyer and Seller.

7. PROMPT PAYMENTS REQUIRED:

Payments required to be made by Paragraph 5 above shall be made on or before the first (1st) day of each month, directly to the aforementioned Escrow Agent. Any payment not received by the Escrow Agent by the fourth (4th) day of the month shall be considered late and the Buyer shall pay a five percent (5%) late charge on all payments not received prior to the fifth (5th). In addition, Buyer agrees to pay a service charge of \$_____ for any check dishonored by the bank.

8. DEED UPON PERFORMANCE:

Seller shall execute a deed conveying to Buyer an undivided one-half (1/2) interest in the subject property and shall deliver it to the Escrow Agent contemporaneously with the execution of this Agreement. Providing Buyer is not in default of any of the provisions hereof or of the Occupancy Agreement Paragraph 12 the said deed shall be recorded at the end of the thirty-sixth (36th) month from the date hereof.

9. FAILURE TO PERFORM:

Buyer shall execute a Quitclaim Deed conveying to Seller an undivided one-half (1/2) interest in the subject property and shall deliver it to the Escrow Agent upon the execution of this Agreement. Said Quitclaim Deed shall be recorded only upon the default of the Buyer and pursuant to Paragraph 10 (E) below. The following events shall be deemed to be events of default by Buyer under this Agreement:

- A. Failure to make any payment due hereunder on the date set forth herein (Seller is not obligated to accept a late payment even if the late charge is tendered with it);
- B. Failure of the Buyer to perform any of the covenants, conditions or agreements set forth herein and/or in the Occupancy Agreement described below;
- C. Abandonment of the property or giving or surrendering to another possession of the property without Seller's advance written consent;
- D. Filing a petition for relief under any bankruptcy law or having involuntary bankruptcy proceedings instituted against Buyer.

10. SELLER'S REMEDIES FOR DEFAULT:

Upon the occurrence of any event of default as described above, Seller shall have the option to pursue any one or more of the following remedies:

- A. Immediately terminate any possessory rights granted to Buyer pursuant to Paragraph 11 hereof and the Occupancy Agreement referred to therein;
- B. Accelerate the full amount of the Buyer's payment obligation set out in Paragraph 5 hereof in which event the entire then existing balance shall be due and payable immediately and said accelerated balance shall bear interest at the rate of _____ percent (____%) per annum.
- C. If the buyer fails to pay any amount due hereunder or perform any condition or covenant of this Agreement of Sale, Seller shall have the right to pay or perform same and, together with the necessary costs and legal fees, all such payments and expenses of performance shall be a lien on the Buyer's interest herein and shall be secured thereby and shall be repaid to Seller by Buyer together with interest thereon at the rate of one percent (1%) per month from the date advanced or incurred by Seller until repaid. Any payment or performance so made by the Seller shall be prima facie evidence of the necessity therefor. The Deed to Buyer shall not be delivered to Buyer or recorded until repayment of all such payments and expenses with interest and attorney's fees shall have been made.
- D. Bring an action against Buyer for specific performance of this Agreement.
- E. Instruct the Escrow Holder to record the Quitclaim Deed in favor of the Seller. However, this remedy may not be elected unless the Buyer is delinquent in his payment set out herein for a period of thirty (30) days or more remains in default of any provision herein or of the Occupancy Agreement thirty (30) days or more after notice has been sent of default. The Buyer understands and agrees that in the event this remedy is elected, Buyer's rights and interest hereunder and to the property shall terminate; the Buyer's possessory rights as set out in Paragraph 11 hereof shall immediately terminate, Buyer shall surrender to Seller, forthwith, peaceable possession of the property, and Buyer shall surrender to Seller, as liquidated damages, any and all claims for payments made hereunder and any and all improvements placed on or in the property by Buyer.
- F. Neither the provisions of this Paragraph 10 nor any provisions of the escrow instructions herein referred to shall in any way affect any other lawful right or remedy which Seller may have against Buyer.

11. POSSESSORY RIGHTS TO PROPERTY:

Subject to the terms of the Occupancy Agreement described in Paragraph 12 hereof, it is mutually agreed that upon execution of this Agreement and the Occupancy Agreement the Buyer is to receive possession of the subject property to be used solely as a residence. This right of possession shall terminate at the end of thirty-six (36) months or at any time the Buyer is in default of any provision of this Agreement or of the Occupancy Agreement. Providing Buyer is not in default of any provision hereof or of the Occupancy Agreement, the possessory rights granted hereunder may be extended on the same terms and conditions contained herein and in the Occupancy Agreement for two (2) one-year periods pursuant to the provisions of Paragraph 21 (Extension of Option).

THE BUYER UNDERSTANDS AND AGREES THAT POSSESSORY RIGHTS TO THE PROPERTY ARE BEING GRANTED TO HIM SOLELY IN RELIANCE ON THE BUYER'S AGREEMENT TO FAITHFULLY PERFORM THE CONDITIONS, COVENANTS AND AGREEMENTS SET OUT IN BOTH THIS AGREEMENT AND THE OCCUPANCY AGREEMENT AND SUCH POSSESSORY RIGHTS TERMINATE UPON BREACH OF ANY OF THE CONDITIONS, COVENANTS OR AGREEMENTS CONTAINED THEREIN NOTWITHSTANDING BUYER'S OWNERSHIP OF AN UNDIVIDED ONE-HALF (1/2) INTEREST OF THE SUBJECT PROPERTY.

12. THE OCCUPANCY AGREEMENT:

The Buyer shall execute contemporaneously herewith an Occupancy Agreement in a form acceptable to the Seller and said Occupancy Agreement shall be attached hereto as Exhibit "B".

THE OCCUPANCY AGREEMENT IS AN INTEGRAL PART OF THE TOTAL AGREEMENT BETWEEN BUYER AND SELLER AND SHALL BE CONSIDERED A PART HEREOF AS THOUGH FULLY SET OUT HEREIN.

13. EXAMINATION AND ACCEPTANCE OF PROPERTY BY BUYER:

Buyer has examined and knows the condition of the property and accepts it as it now is, and agrees that no representations of the conditions have been made by Seller, or his agent, prior to or at the execution of this Agreement.

14. MAINTENANCE AND REPAIR OF PROPERTY:

During the term hereof (whether or not Buyer is in possession of the property) the Buyer shall, at his own cost, up to FIVE HUNDRED DOLLARS (\$500.00) for any occurrence, without any expense to Seller, keep and maintain the subject property, including all buildings and improvements of any kind which may be a part thereof, and including any personal property therein, in good, sanitary and neat order, condition and repair. Any expense incurred in excess of FIVE HUNDRED DOLLARS (\$500.00) shall be paid equally by Buyer and Seller. However, except for emergency maintenance, Buyer shall not enter into any obligation or contract for maintenance or repair of the subject property in excess of FIVE HUNDRED DOLLARS (\$500.00) without first obtaining written consent from the Seller. In addition, the Buyer shall maintain and irrigate the surrounding grounds including lawn and shrubbery and keep said grounds free of debris, rubbish and weeds. The Buyer agrees to return the subject property to Seller in the same or similar condition as it now is, reasonable wear and tear excepted, should this Agreement by either party or at such time as the Buyer vacates the property.

15. ALTERATIONS AND IMPROVEMENTS:

Buyer does hereby covenant and agree that he will not improve, modify, or change, nor permit any person or persons to improve, modify or change the subject property, without the Seller's consent in writing first being obtained therefor, but such consent will not be unreasonably withheld; and Buyer will not permit any liens, encumbrances or other charges to be placed against the subject property by reason of any such improvements, and he will indemnify and hold Seller harmless from any such liens, encumbrances and charges.

16. WAIVER OF DAMAGES:

Buyer, as a material part of the consideration being rendered to Seller under this Agreement, hereby waives all claims against the Seller for injury to persons or damage to real or personal property on or about the subject property from any cause whatever, including the negligence of the Seller. Buyer agrees to indemnify the Seller against any claims, suits, demands, or threats thereof, relating to any loss or damage to property or persons arising from the use of the property by Buyer and will defend, at Buyer's sole expense, any actions in connection therewith. The Buyer agrees to pay for any and all damages of loss to the property therein or thereon, and including any loss or injury suffered by anyone caused by misuse of the premises or negligence on the part of the Buyer and his family, friends, invitees or permittees.

17. INSURANCE:

During the term hereof, the Buyer and Seller shall obtain and keep in force from an insurance company authorized to do business in the state where the property is located a homeowners insurance policy (or a rental dwelling policy if Buyer is not in possession of the property) insuring the subject property against all risk of physical loss in an amount covering the dwelling and appurtenant private structures of not less than _____ DOLLARS (\$ _____) and including comprehensive personal liability coverage with limits of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per person and THREE HUNDRED THOUSAND DOLLARS (\$300,000) per occurrence for bodily injury and property damage. The holder(s) of encumbrance(s) listed in Paragraph 3 hereof shall be named as loss payee(s), as their respective interests may appear, and Buyer and Seller shall be named as named insureds.

18. ASSIGNMENT AND SUBLETTING:

Except as provided in Paragraph 19 hereof, Buyer shall not sell, contract to sell, transfer, encumber, assign or grant an option with respect to this Agreement or the subject property, or any portion of either, nor let or sublet or permit persons not named in the Occupancy Agreement to occupy the subject property in whole or in part, without securing Seller's prior written consent. Such consent shall not be unreasonably withheld.

19. RIGHT OF FIRST REFUSAL:

In the event the Buyer or the Seller desire to sell or otherwise transfer his interest in this Agreement or the subject property to a third party, the other party to this Agreement shall have the right of first refusal to purchase or otherwise acquire the said interest at the same price and terms as the offer which the selling or transferring party intends to accept, which right shall exist for a period of thirty (30) days from and after the date of receipt by the other party of written notice of such pending sale or other transfer. If this right of first refusal is not exercised the selling or transferring party may consummate the sale or transfer on the said terms, but any change therein shall be a new offer as to which the other party has this right of first refusal. This right of first refusal shall run with the property and shall be binding on the successor(s) in interest of the original parties hereto so long as one original party retains herein or in the property.

20. OPTION TO PURCHASE:

Seller agrees that providing Buyer is not in default under the terms of this Agreement or the Occupancy Agreement, Buyer may purchase Seller's total interest in the property on the following terms:

Buyer shall notify Seller in writing of Buyer's intention to exercise this option during but not before, the last forty-five (45) days of the initial occupancy period or during the last forty-five (45) days of any extension of this Option. Upon receipt of such notice the fair market value of the property shall be established by agreement of the parties, or, if they cannot agree, by appraisal. If appraisal is needed, Buyer and Seller shall each select and pay for one appraiser and if they agree their opinion shall be the fair market value; if they cannot agree they shall select a third appraiser, whose fee and expenses shall be paid equally by Buyer and Seller, and thereafter the decision of any two of the three appraisers shall be the fair market value.

The value of Seller's total interest shall be the Seller's equity as determined pursuant to Paragraph 4 hereof plus one-half (1/2) of the result of deducting from the fair market value determined in accordance with this Paragraph 20 the total of (a) the then existing balances due on the encumbrances set out in Paragraph 3 hereof and (b) the Seller's equity.

Buyer shall pay Seller in cash within sixty (60) days after the date of the written notice of Buyer's election to exercise this option an amount equal to Seller's equity as determined pursuant to Paragraph 4 hereof. The balance of Seller's total interest shall be paid as follows: In fifty-nine (59) equal monthly installments of interest-only payments at the rate of _____ percent (_____%) per annum and a sixtieth (60th) month payment of interest at said rate plus all unpaid principal (Note: This is a balloon payment). There shall be no pre-payment penalty. This obligation shall be secured by a mortgage or deed of trust on the property and shall be evidenced by a promissory note from Buyer to Seller both of which shall be in the form usual in the jurisdiction where the property is located.

Subject to the Right of First Refusal set out in Paragraph 19 hereof, this Option may be sold or otherwise transferred only as a part of the sale or transfer of Buyer's entire interest herein and in the property.

21. EXTENSION OF OPTION:

Providing buyer is not in default of any provision hereof or of the Occupancy Agreement, the Option to Purchase paragraph 20 and the Possessory Rights Paragraph 11 may be extended for two (2) one-year periods by Buyer's notifying the Seller in writing of Buyer's intention to extend this option during the next-to-last month of the initial 36 month period and, if extended, during the next-to-last month of the first one-year extension and in each case by Buyer agreeing to continue to fulfill the Buyer's obligations as contained in this Agreement and in the Occupancy Agreement and by Buyer agreeing to continue to pay the monthly payment as set forth in Paragraph 5.

22. SALE OF PROPERTY:

If Buyer or his successor has not exercised his Option to Purchase Paragraph 20 or Seller has not exercised his Right of First Refusal Paragraph 19 then for thirty (30) days after the expiration of Buyer's Option to Purchase including any extensions thereof Seller shall have the right to buy Buyer's total interest as follows:

The fair market value of the property shall be determined by Agreement of the parties or by appraisal in accordance with the procedure set out in Paragraph 20 hereof. From the fair market value shall be subtracted (a) the then existing balances of the encumbrances set out in Paragraph 3 hereof and (b) Seller's equity determined pursuant to Paragraph 4 hereof. One-half (1/2) of the resulting amount shall be the value of Buyer's total interest.

Seller shall notify in writing of Seller's intention to purchase Buyer's total interest within thirty (30) days from the end of this agreement, and Seller shall pay Buyer's total interest as follows:

A. Seller shall pay Buyer in cash twenty percent (20%) of Buyer's total interest within 60 days after the date of the written notice of Seller's election to purchase the Buyer's total interest.

B. The balance of the Buyer's total interest shall be paid in fifty-nine (59) equal monthly installments of interest-only payments, at the rate of _____ percent (_____%) per annum, and a sixtieth (60th) month payment of interest at said rate plus all unpaid principal. (Note: This is a balloon payment). There shall be no pre-payment penalty. This obligation shall be secured by a mortgage or deed of trust on the property and shall be evidenced by a promissory note from Seller to Buyer both of which shall be in the form usual in the jurisdiction where the property is located.

If Seller does not elect to buy Buyer's total interest within thirty (30) days from the end of this Agreement, then the property shall be listed with a licensed real estate broker chosen by Seller (which may be Seller if so licensed) and sold at or near its fair market value determined by agreement or appraisal, as set out herein) on such terms as can be negotiated with a qualified buyer. Proceeds of the sale shall be distributed as follows:

- A. First, to pay costs and expenses of the sale, including real estate brokerage fees (not to exceed the fees then prevailing in the community).
- B. Second, to pay the balances of all then existing encumbrances.
- C. Third, to pay to Seller the value of his equity as defined in Paragraph 4 hereof.
- D. Fourth, the balance, if any, shall be divided equally between Buyer and Seller.

23. NOTICES:

Any notices, communications, or requests which may be given or are required to be given under the terms of this Agreement shall be in writing and may be served upon either party by personal service or by mailing the same by United States Mail, postage prepaid, addressed to Buyer at

and addressed to Seller at _____

or such other post office address as either party may have previously indicated to the other in writing. Any notice given by mail shall be deemed to have been received seventy-two hours after the same is deposited in the United States Post Office.

24. LAWS:

This agreement shall be governed and construed in accordance with the laws of the state in which the subject property is located. In the event that any provision hereof is determined to be invalid that shall not serve to invalidate the remaining provisions which shall continue to be in full force and effect.

25. LEGAL ACTION AND ATTORNEY'S FEES:

In the event that either party hereto employs counsel to pursue or protect (in or out of court, in bankruptcy proceedings, or otherwise) any of the right afforded such party by the terms hereof, then the prevailing party shall be entitled to recover from the other party the attorney's fees and costs so incurred by the prevailing party.

26. WAIVER:

No failure of the Seller to act upon or enforce any provision of this agreement or of the Occupancy Agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of any obligation hereunder prejudice the Seller's rights to any balance still owing or affect any pending legal proceedings instituted to enforce any of the provisions hereof.

27. TIME OF ESSENCE:

Time is of the essence of this Agreement.

28. BINDING EFFECT:

Subject to the provisions of Paragraphs 19 and 20 hereof, this Agreement shall be binding upon the heirs, successors, executors, administrators or assigns of the respective parties hereto.

29. LIENS, TAXES, ASSESSMENTS:

All taxes, assessments and other liens imposed by any governmental entity shall be paid from the monthly payment specified in Paragraph 5 hereof. Any liens arising from judgments against either party shall be paid by that party. The parties further agree that during the life of this Agreement they will keep the property free and clear of all liens or encumbrances of every nature and kind whatsoever, and that should any lien or encumbrance be placed upon the property during the term hereof as a result of anything done or omitted by a party, that party will forthwith cause the same to be fully paid, satisfied and discharged and keep the other party free and harmless from any loss, damage, injury or claim arising from any cause whatsoever relating thereto.

30. ENTIRE AGREEMENT:

The parties hereto agree that the provisions hereof and of the Occupancy Agreement constitute the entire agreement between the parties and that no warranties or representatives have been made or implied. Both parties agree that for any modifications of this Agreement or of the Occupancy Agreement to be binding on the parties, it must be in writing and signed by both parties hereto.

31. GENDER:

As used herein the terms "Seller" and "Buyer" shall include the plural as well as the singular and, whenever there is more than one seller or buyer, liability hereunder shall be joint and several. When used, the masculine gender shall include the feminine.

32. SURVIVAL OF COVENANTS:

This agreement shall not merge in any escrow instructions prepared in accordance with Paragraph 6 hereof or in any deeds conveyed in accordance with the terms hereof. Any conflict between any documents prepared as a result of and in accordance with this Agreement shall be interpreted in accordance with this Agreement.

33. COSTS AND FEES:

All costs, fees and expenses incurred incidental to the preparation and administration of this Agreement and any related documents are to be shared equally by Buyer and Seller. Any closing costs incurred as a result of either party exercising the right to purchase the other party's interest pursuant to this Agreement shall be shared equally by both parties and taxes for the current year, insurance premiums, rents, interest on existing encumbrances, sewer and other utilities constituting liens shall be prorated to the date of closing. Any renter's deposits and/or advance rents shall be transferred to the appropriate party at closing.

34. REAL ESTATE LICENSEE DISCLOSURE:

The parties hereby acknowledge that they are aware that _____ is licensed to sell real estate in the state of _____.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year hereinabove written.

NOTE: THIS WILL BECOME A BINDING CONTRACT WHEN SIGNED. BOTH PARTIES SHOULD CONSULT COMPETENT LEGAL COUNSEL.

_____, Seller

_____, Buyer

_____, Seller

_____, Buyer

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 19____, personally appeared before me, a Notary Public, _____
who acknowledged that _____ executed the above instrument.

NOTARY PUBLIC

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 19____, personally appeared before me, a Notary Public, _____
who acknowledged that _____ executed the above instrument.

NOTARY PUBLIC

OCCUPANCY AGREEMENT

This agreement is made and entered into this _____ day of _____, 19__ by and between _____ herein called "Seller" and _____ hereinafter called "Tenant" and when completed and signed by the parties hereto shall become Exhibit "B" to the Shared Appreciation Agreement (hereinafter called "SAA Agreement") between these parties executed contemporaneously herewith;

WITNESSETH:

WHEREAS, the tenant shall have the right, subject to certain restrictions, to occupy the property located at _____ (hereinafter called "The Property") which is the subject property of the aforesaid SAA Agreement; and

WHEREAS the parties hereto wish to set out the Tenant's duties, obligations and responsibilities with respect to said occupancy;

NOW, THEREFORE, in consideration of their mutual promises contained herein and in the SAA Agreement, the Seller and Tenant have agreed, and by these presents document their agreement, as follows:

1. SECURITY DEPOSITS:

Prior to occupancy the Tenant shall deposit with the Seller the sum of \$_____ to secure faithful performance of this Agreement which, to the extent it is not used, shall be refundable to the Tenant in accordance with the law at the termination of this agreement provided the property is in satisfactory condition with no apparent damage and is left clean and neat with all trash removed and provided that the Tenant is not in breach of any of the provisions hereof and has specifically complied with the following:

- A. Notice of intention to vacate the subject property setting out the exact date the subject property will be returned to the Seller shall have been delivered to the Seller at least thirty (30) days prior to said date;
- B. All obligations due hereunder have been paid in full; and
- C. The keys have been returned to Seller.

The Tenant hereby instructs the Seller to charge to this security deposit expenses incurred for added cleanup, repairs, missing items or general damage or destruction to the subject property. The Tenant understands and agrees that the security deposit does in no way limit his liability.

THE TENANT EXPRESSLY UNDERSTANDS AND AGREES THAT THIS IS A SECURITY DEPOSIT AND MAY NOT UNDER ANY CIRCUMSTANCES BE USED BY THE TENANT TO DISCHARGE ANY OTHER OBLIGATION. The Seller may at his election apply any unused portion of this security deposit to unpaid obligations or other arrearages. Any refund due hereunder shall be mailed within thirty (30) days (unless sooner required by law) to the forwarding address furnished to the Seller by the Tenant.

2. CLEANING FEE:

Prior to occupancy, a fee of \$_____ is to be paid to the Seller by the Tenant. This fee represents the usual cost of preparing the subject property for reoccupancy and is refundable only if Tenant exercises the Option to Purchase set forth in the SAA Agreement.

3. USE OF THE SUBJECT PROPERTY:

The subject property shall be used solely as a residence for _____ adults, signed below, and _____ children named; _____ only. The Tenant understands and agrees that should any other person occupy the subject property, in whatever capacity, without the Seller's written consent such will constitute a breach of this Agreement and the Tenant agrees to pay an additional charge of \$75.00 per month for each other person so occupying the subject property.

4. UTILITIES:

The Tenant agrees to pay immediately upon receipt of bills therefor all utility charges including, but not limited to, gas, oil, electricity, garbage removal, water and telephone. If the Seller pays any bills on behalf of the Tenant, the Tenant agrees to immediately reimburse the Seller upon presentation of the bill and proof of such payment.

5. REPAIRS AND MAINTENANCE OF PROPERTY:

In addition to the obligations contained in the SAA Agreement regarding maintenance, the Tenant fully understands and agrees that he is totally responsible for any all damage caused by him or by his family, friends or invitees.

The Tenant agrees to surrender the subject property in good condition and good repair, broom-clean, at the termination of this Agreement and does expressly instruct the Seller to deduct forthwith from the security deposit any additional expenses incurred as a result of noncompliance with the provisions of this Agreement.

6. RULES, REGULATIONS AND STATUTES:

The Tenant agrees to abide by all federal, state and local statutes and ordinances relating to the property, its use and tenant's obligations with respect thereto, and by reference all such statutes and ordinances are made a part hereof. If the subject property is a condominium, the Tenant agrees to comply with the condominium association rules and regulation currently in existence and which may, from time to time, be promulgated and they too, by reference, are made a part hereof.

7. ACCESS FOR INSPECTION AND ENTRY:

When necessary for repairs, maintenance or inspection or to show the property to others, the Tenant agrees to permit the Seller access to the subject property during reasonable hours. The Tenant hereby gives Seller permission to use his own key to enter upon the subject property if the Tenant is unavailable or uncooperative.

8. TERMINATION:

This Agreement shall terminate on _____ 19 ____ unless sooner terminated or extended under the provisions of the SAA Agreement between the parties.

9. BINDING EFFECT OF AGREEMENT:

This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto (if assignment is permitted).

10. BREACH OR DEFAULT:

The Tenant shall have breached this Agreement if:

A. The Tenant fails to perform or comply with any provision hereof or of the SAA Agreement and such failure continues thirty (30) days or more following notice thereof from the Seller;

B. The Tenant abandons the subject property which the parties hereto agree shall include the Tenant's failure to occupy the premises for a period of seven (7) days while any payment remain unpaid;

C. The Tenant files a petition in bankruptcy for insolvency or reorganization; or has an involuntary proceeding instituted against him under any bankruptcy act.

11. EFFECT OF BREACH OR DEFAULT:

In the event of breach or default of any provision of this Agreement or of the SAA Agreement the rights of the Seller shall be:

A. The Seller shall have the right to cancel and terminate this Agreement and the SAA Agreement as well as any and all right, title and interest of the Tenant in and to the subject property by giving not less than the required notice of such cancellation and termination in accordance with applicable law;

B. IN CASE OF ABANDONMENT, THE TENANT HEREBY AUTHORIZES THE SELLER TO TAKE IMMEDIATE POSSESSION OF THE SUBJECT PROPERTY. Any personal property left in or on the subject property may be considered abandoned and may be disposed of in any manner allowed by law. To the extent allowed by law, all personal property left in the subject property is subject to a lien in favor of the Seller for all sums due hereunder.

The undersigned hereby acknowledge they have read all the provisions of this Agreement, understand and agree to all such provisions and accept the obligations hereunder imposed jointly and severally.

_____, Seller _____, Tenant

_____, Seller _____, Tenant

MEMORANDUM OF INTEREST

The undersigned hereby acknowledge that they each have an interest in that certain real property commonly known as _____ (address) _____, _____ (city) _____, _____ (state) _____ and more particularly described on Exhibit "A" hereto. Our interest is set out in an Agreement between us dated _____, 19 ____, and entitled _____.

Signature: _____ Signature: _____

Signature: _____ Signature: _____

Address: _____ Address: _____

STATE OF)
) ss,
COUNTY OF)

On this _____ day of _____, 19____, personally appeared before me, a Notary Public, _____ who acknowledged that _____ executed the above instrument.

NOTARY PUBLIC

STATE OF)
) ss,
COUNTY OF)

On this _____ day of _____, 19____, personally appeared before me, a Notary Public, _____ who acknowledged that _____ executed the above instrument.

NOTARY PUBLIC

FARMIT.

Rental Application	28-29
Rental Agreement	30-33
Residential Lease with Option to Purchase	34-36

RENTAL AGREEMENT

Read Carefully. This is a Legal and Binding Contract.

This Rental Agreement, made this ___ day of _____, 19___, by and between _____
_____ the owner of the premises, described below, said owner
being hereinafter referred to as "Owner," through its agent _____,
hereinafter referred to as "Agent," and _____,
hereinafter referred to as "Resident."

WITNESSETH, that Owner, in consideration of the rent to be paid and the covenants and agreements to be per-
formed by Resident, does hereby rent the following described premises, to wit: Situated in the City of
_____ County of _____ and State of _____
_____ known as _____
_____.

TERMS AND PAYMENTS

Resident agrees to occupy said premises for an Original term of _____,
said term to commence on the _____, 19___, and agrees to pay without demand the rental of
\$_____ payable on equal monthly installments of \$_____ on or before the 1st of each and every
month beginning on _____ 1st, 19___. Any and all payments to be paid by the Resident under this
agreement are to be paid to _____
at _____ or
such other place as shall be designated by _____.
All payments are to be made in cash, certified check, or money order or other method approved by the Owner or
Agent.

PRE-PAYMENT CREDIT

In the event Resident pays any monthly installment on or before the 1st of the month, Resident may deduct
\$_____ from said monthly installment and the same shall be accepted by the Owner or Agent as if Resident
had paid the full amount of said monthly installment.

1. **ACCELERATION** If Resident fails to pay any installment of the rent when same becomes due and payable,
the entire rent due under this agreement shall at once become due and payable together with any costs and expenses
incurred in collecting such amounts and interest on that part of the balance due representing past-due monthly
installments at the rate of 1 1/2% per month (18% annually).

2. **SECURITY DEPOSIT** Resident has deposited with the Owner or Agent a Security Deposit in the amount of
\$_____. Said Security Deposit is to guarantee the return of the premises to the Owner in the same or better
condition as when accepted by the Resident, reasonable wear expected. The Security Deposit is to indemnify Owner
against damage and/or loss of value as a result of Resident's action, mistake, or inaction during the term of occupancy.
The Security Deposit may not be applied by the Resident as and for payment of any rent due the Owner prior to the
vacation of the premises by the Resident. Should the Resident be responsible for damage and/or loss of value to the
premises greater than the value of the Security Deposit, Resident agrees to reimburse the Owner for such loss immedi-
ately upon the presentation of a bill for said damage and/or loss.

3. **NOTICE TO TERMINATE AND RENEWAL** Unless another rental agreement is signed by the parties
hereto or unless written notice of termination is given by one party to the other thirty (30) days before expiration of
this agreement, this contract shall be automatically renewed on a month-to-month basis and may be terminated
thereafter by either party upon the giving of written notice to the other party thirty (30) days prior to the next
periodic rental due date. Resident shall include with said notice a forwarding address if one is available. Termination
shall take place only on the last day of any given month unless otherwise agreed to in writing.

4. EXAMINATION OF PREMISES Resident has examined the premises and has accepted same as habitable and satisfactory. Resident shall have 72 hours after entering the premises in which to examine same for defects or damages and report said findings to the Owner or Owner's Agent. Resident while residing in said premises shall observe and act in accordance with all Rules and Regulations attached hereto and made a part hereof as if fully rewritten herein.

5. RESIDENT'S RESPONSIBILITY The Resident shall:

- A) Keep that part of the premises that he occupies and uses safe and sanitary.
- B) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
- C) Keep all plumbing fixtures in the dwelling unit or used by resident as clean as their condition permits.
- D) Use and operate all electrical and plumbing fixtures properly.
- E) Comply with the requirements imposed upon residents by all applicable state and local housing, health, and safety codes.
- F) Personally refrain and forbid any other person who is on the premises with his permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- G) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliance supplied by the owner and required to be maintained by the resident under the terms and conditions of this rental agreement.
- H) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.
- I) The resident shall not unreasonably withhold consent for the Owner to enter on the premises in order to inspect said premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels which are too large for the resident's mail facilities, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagors, other residents, workmen, or contractors.

6. OWNER'S RESPONSIBILITY The Owner shall:

- A) Comply with the requirements of all applicable building, housing, health, and safety codes which materially affect health and safety;
- B) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- C) Keep all common areas of the premises in a safe and sanitary condition;
- D) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air conditioning fixtures and appliances, and elevations, supplied or required to be supplied;
- E) When he is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.

- F) Supply running water, reasonable amounts of hot water and reasonable heat at all times, except where the building that includes the premises is not required by law to be equipped for that purpose, or the premises is so constructed that heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct public utility connection;
- G) Not abuse the right of access conferred by Division B of Section 5321.05 of the revised code.
- H) Except in the case of emergency or if it is impracticable to do so, give the resident reasonable notice of his intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

7. **OWNER'S LIABILITY** Owner shall not be liable for any damages or losses to person or property caused by anyone not under the direct control and specific orders of the Owner, Owner shall not be liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or other causes not within the direct control of the Owner and Resident hereby releases Owner from all liability for such damage. (If protection against loss is desired it is suggested that Resident secure insurance coverage from a reliable company.) Owner shall not be responsible for any damage or injury caused by the failure to keep the premises repaired if the need for said repair was not communicated to the Owner or Owner's Agent by the Resident and was not reasonably within the knowledge of either the Owner or Agent. Owner shall not be liable for damages if Resident is unable to occupy the above premises as of the ____ day of _____, 19__ when Resident's inability is due to circumstances not within the control of the Owner or Agent. If the Owner or Agent is not able to deliver possession to the Resident within thirty (30) days of the date set forth above for the commencement of the term, Resident may cancel and terminate this agreement.

8. **UTILITY CHARGES** Resident agrees to pay all charges and bills incurred for water, gas, electricity, and telephone, which may be assessed or charged against the Resident or Owner for the premises during the term of this Rental Agreement or any continuation thereof except those charges and bills which the Owner has herein agreed to pay.

9. **ALTERATIONS** Resident agrees not to make any alteration or paint to cover walls or surfaces of the rental premises with any material whatsoever without the prior written consent of the Owner or Agent.

10. **RE-RENTAL CHARGE** If the Resident vacates the premises prior to fulfillment of this Agreement, a cost of \$_____ per month will be charged to cover utilities and other incidental costs or re-renting the unit. This will apply until the unit is re-rented.

11. **EMINENT DOMAIN** If all or any part of the premises is taken by, or sold under threat of appropriation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to the Owner and no amount will be payable to the Resident.

12. **PETS** No pets or animals will be permitted without the prior written consent of the Owner or Owner's Agent. Any permission so granted may be revoked at any time by the Owner or Agent.

13. **ASSIGNMENT** Resident may not assign this Rental Agreement or sublet the premises or any part thereof without the prior written consent of the Owner or Agent.

14. **OCCUPANCY** Resident agrees that the premises will be used for residential purposes only and will be occupied only by _____

and _____ family consisting of _____ persons whose names and ages are _____.

The premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purposes deemed hazardous by Owner or Agent or Owner's insurance company because of fire or other risk.

15. PROPERTY DAMAGE In case of partial destruction or injury to the premises by fire, the elements, or other casualty not the fault of Owner or Resident, the Owner shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event said premises are rendered totally uninhabitable by fire, the elements, or casualty not the fault of the Owner or Resident, or in the event the building of which the above premises are a part (though the premises covered hereunder may not be affected) be so injured or destroyed that the Owner shall decide within a reasonable time not to rebuild, the term of this agreement shall cease and rent shall be due only through the date of such injury or damage.

BREACH OF CONTRACT: In the event Lessee violates and/or fails to comply with any of the agreements, terms, or conditions of this lease, or any rules and regulations herein or hereafter adopted by the Lessor for its buildings, its balconies, its courts, its drives, its parking areas or grounds, said breach shall constitute grounds for termination of lease and/or ejection by the Lessor. It is expressly understood and agreed that Lessee shall be and remain liable for any deficiency in rent until lease expires or until such time as in the interim the apartment is leased by another acceptable resident, any expenses incident to reletting, and cleaning cost, and trash removal, any painting cost, any legal fees and as well any damages which Lessor may have sustained by virtue of the Lessee use and occupancy of the leased premises.

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION, ORAL OR WRITTEN, NOT SET FORTH HEREIN.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease in duplicate on the day and yearst written above.

LESSOR _____ LESSEE _____

BY _____ LESSEE _____
(Agent and Person in Charge)

OWNER _____ GUARANTOR _____

LESSEE AGREES OWNER MAY COLLECT DELINQUENT RENTS ON VISA OR MASTER CARD. MY NUMBER IS: _____, EXPIRATION DATE _____

RESIDENTIAL LEASE WITH OPTION TO PURCHASE

RECEIVED FROM _____ hereinafter referred to as _____
 Tenant, the sum of \$ _____ (_____ DOLLARS),
 evidenced by _____, as a deposit which, upon acceptance of this Lease, the Owner
 of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	\$ _____	\$ _____
Last _____ month's rent	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____
Cleaning Charges	\$ _____	\$ _____
Other	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

In the event that this agreement is not accepted by the Owner or his authorized agent, within _____ days, the total deposit received shall be refunded.
 Tenant hereby offers to lease from the Owner the premises situated in the City of _____, County of _____,
 State of _____, described as _____

and consisting of _____
 upon the following **TERMS and CONDITIONS:**

TERM: The term hereof shall commence on _____, 19____, and continue for a period of _____ months thereafter.

RENT: Rent shall be \$ _____ per month, payable in advance, upon the _____ day of each calendar month to Owner or his authorized agent, at the following address: _____
 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within five (5) days after due date. Tenant agrees to pay a late charge of \$10.00 plus interest at 10% per annum on the delinquent amount. Tenant agrees further to pay \$5.00 for each dishonored bank check.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: _____ which shall be paid by owner.

USE: The premises shall be used as a residence with no more than _____ adults and _____ children, and for no other purpose, without the prior written consent of the Owner.

PETS: No pets shall be brought on the premises without the prior consent of the Owner.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner which may not be unreasonably withheld.

MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant.

ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagees.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

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

DEFAULT: If Tenant 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 Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonably avoided.

SECURITY: The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant.

DEPOSIT REFUNDS: The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.

ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

HEIRS, ASSIGNS, SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

TIME: Time is of the essence of this agreement.

HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. No such holding over or extension of this lease shall extend the time for the exercise of the option unless agreed upon in writing by Owner.

OPTION: So long as tenant is not in default in the payment of the rent provided for, Tenant shall have the option to purchase the real property described herein for a PURCHASE PRICE OF \$ _____ (_____ DOLLARS), upon the following TERMS AND CONDITIONS:

Encumbrances: In addition to any encumbrances referred to above, Tenant 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, which do not materially affect the value or intended use of the property.

The amount of any bond or assessment which is a lien shall be _____ paid, assumed by _____ _____

EXAMINATION OF TITLE: Fifteen (15) days from date of exercise of this option are allowed the Tenant 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 15 days. If Tenant objects to any exceptions to the title, Owner shall use all due diligence to remove such exceptions at his own expense within 60 days thereafter. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations hereunder may, at the election of the Tenant, terminate and end, unless he elects to purchase the property subject to such exceptions.

EVIDENCE OF TITLE: Evidence of Title shall be in the form of a policy of title insurance, other: _____ to be paid for by _____

CLOSE OF ESCROW: Within _____ days from exercise of the option, or upon removal of any exceptions to the title by the Owner, as provided above, whichever is later, both parties shall deposit with an authorized escrow holder, to be selected by the Tenant, all funds and instruments necessary to complete the sale in accordance with the terms and conditions hereof.

PRORATIONS: Rents, taxes, premiums on insurance acceptable to Tenant, interest and other expenses of the property to be prorated as of recordation of deed. Security deposits, advance rentals, or considerations involving future lease credits shall be credited to Tenant.

EXPIRATION OF OPTION: This option may be exercised at any time after _____, 19____, and shall expire at midnight _____ 19____, unless exercised prior thereto. Upon expiration, Owner shall be released from all obligations hereunder and all of Tenants rights hereunder, legal or equitable, shall cease.

EXERCISE OF OPTION: The option shall be exercised by mailing or delivering written notice to the Owner prior to the expiration of this option and by an additional payment, on account of the purchase price, in the amount of \$ _____ DOLLARS for account of Owner to the authorized escrow holder referred to above, prior to the expiration of this option.

Notice, if mailed, shall be by certified mail, postage prepaid, to the Owner at the address set forth below, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.

In the event the option is exercised, _____ percent from the rent paid hereunder prior to the exercise of the option shall be credited upon the purchase price.

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

_____ Agent	DATED _____
By _____	_____ Tenant
Broker _____	_____ Tenant
_____ Address	_____ Address
_____ Phone	_____ Phone

ACCEPTANCE

The undersigned Owner accepts the foregoing offer.

BROKERAGE FEE: Upon execution hereof the Owner agrees to pay to _____ the Agent in this transaction, the sum of \$ _____ (_____ DOLLARS) leasing services rendered and authorizes Agent to deduct said sum from the deposit received from Tenant. In the event the option is exercised, the Owner agrees to pay Agent the additional sum of _____ (_____ DOLLARS). This agreement shall not limit the rights of Agent provided for in any listing or other agreement which may be in effect between Owner and Agent. In the event legal action is instituted to collect this fee, or any portion thereof, the Owner agrees to pay the Agent a reasonable attorney's fee and all costs in connection with such action.

The undersigned Owner hereby acknowledges receipt of a copy hereof.

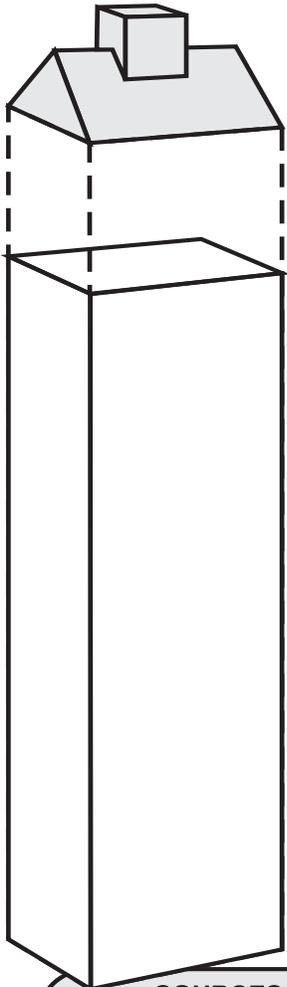
_____ Address	Dated: _____
_____ Phone	_____ Owner
	_____ Owner



PROPERTY PROFILE

Name _____ owner agent Sq Ft _____ Age _____
 Address _____ Bedrms _____ Baths _____
 City, State, Zip _____ Carport Garage None
 Neighborhood _____ Brick Frame
 Phone _____ Other _____

LOCATION
2 0 3
CONDITION
2 1 3
PRICE
2 1 3
FINANCING
2 1 3
FLEXIBILITY
2 1 3



Why are you selling? _____
 Plans if it does not sell: _____
 Any offers? _____ How long on mkt? _____

Value _____
 Price _____
 (-) Loans _____
 (=) Equity _____
 Down _____
 Balance _____

RENT INFORMATION

Rent Amount _____
 (-) _____
 Mortgage Payment _____
 (-) _____
 1/12 taxes _____
 (-) _____
 1/12 Insurance _____
 (-) _____
 Utilities _____
 (=) _____
 positive or negative
CASH FLOW



What do you feel would be the best price and terms you would accept for a quick sale?

Loan	Amount	%	Payment	Term	Holder	Assum	Balloons
1st						Y/N	Y/N
2nd						Y/N	Y/N

SOURCES FOR DOWN PAYMENT

10 Areas of Flexibility	Seller Buyer Realtor Property splits Renters	Short-term Long-term Partners Investors Options
-------------------------	--	---

TOTAL SCORE _____

The BOTTOM LINE:
 (How can I profit from this property?)

Sell	Keep	Refinance	Trade
Could I sell it for a quick profit?	Can it be fixed up for long term equity profit? Will it enhance long term cash flow?	What benefits could come from financing the property?	Is there enough built-in equity profit to trade for something else of value?

