

Contract For Sale of Real Estate at Auction

Date FEBRUARY 13, 2012

Property No. / 329849 /

Legal COUNTY: ST TAMMANY, LA APN: 101-000-2038 CENSUS TRACT / BLOCK: / ALTERNATE APN: 000413596 TOWNSHIP-RANGE-SECT: SUBDIVISION: MADISONVILLE TOWN OF LEGAL BOOK/PAGE: 73-91 MAP REFERENCE: 7049-A4 / LEGAL LOT: TRACT #: SCHOOL DISTRICT: MARKET AREA: MUNICIPALITY/TOWNSHIP: LAW ENFORCEMENT NEIGHBOR CODE: A CERTAIN PIECE OR PARCEL OF LAND, SITUATED IN THE TOWN OF MADISONVILLE, PARISH OF ST. TAMMANY, LOUISIANA, AND MORE FULLY DESCRIBED AND DESIGNATED AS FOLLOWS: COMMENCING FIFTEEN FEET FROM THE NORTHWEST CORNER OF PROPERTY BELONGING TO DAVID BAHAM (NOW OR FORMERLY) ON PINE STREET OF SAID TOWN; THENCE RUNNING SOUTH ONE HUNDRED TWENTY FEET; THENCE RUNNING EAST ONE HUNDRED FIFTEEN FEET; THENCE RUNNING NORTH ONE HUNDRED TWENTY FEET; THENCE RUNNING WEST TO POINT OF BEGINNING, ONE HUNDRED FIFTEEN FEET. THE IMPROVEMENTS THEREON BEAR THE MUNICIPAL NO. 1115 PINE STREET, MADISONVILLE, LA 70447. BEING THE SAME PROPERTY ACQUIRED BY ELAINE LANGE MULLONE BY ACTS DATED 10/30/1996, REGISTERED AS CIN 1033495, 10/1/1996 REGISTERED AS CIN 1033500, AND 9/10/1996 REGISTERED AS CIN 1033504.

Address 1115 PINE STREET

City, State, Zip MADISONVILLE, LA 70447

County SAINT TAMMANY

Disclosures

ADDENDUM DISCLOSURE: BUYER ACKNOWLEDGES RECEIPT OF AND HAS INITIALED THE FOLLOWING: ADDENDUM TO REAL ESTATE PURCHASE CONTRACT, LEAD BASED PAINT ADDENDUM, BUYER'S CERTIFICATION PACKET. BUYER RESPONSIBLE FOR ALL REMEDIATION AND COSTS THEREIN. SELLER WILL PAY THE AUCTION SERVICE FEE (REFERENCED IN PARAGRAPH 3 OF SECTION 4 OF THE PURCHASE CONTRACT) ON BEHALF OF THE BUYER AT THE TIME OF CLOSING. PERSONAL PROPERTY NOT INCLUDED. ONLY TITLE TO THE REAL ESTATE IS BEING CONVEYED. PERSONAL PROPERTY MAY BE PRESENT, BUT IS NOT INCLUDED IN THE AUCTION. REMOVAL OF PERSONAL PROPERTY REMAINING ON SITE AT THE TIME OF CLOSING IS THE RESPONSIBILITY OF THE BUYER. FINANCING DISCLOSURE. BUYER ACKNOWLEDGES THAT PROPERTY CONDITION MAY ADVERSELY IMPACT THE AVAILABILITY OF FINANCING FOR SAID PROPERTY. BUYER AGREES TO ACCEPT 'AS IS, WHERE IS' AND IS RESPONSIBLE FOR ALL COSTS AND REMEDIATION'S THEREIN. BUYER AGREES TO ACCEPT WITH NO CONTINGENCIES. BUYER ACKNOWLEDGES THAT SELLER HAS NO OBLIGATION OR RESPONSIBILITY TO RECONNECT UTILITIES FOR THE PURPOSE OF INSPECTION OR FOR ANY OTHER REASON. BUYER FURTHER ACKNOWLEDGES NEITHER SELLER, WILLIAMS & WILLIAMS, NOR ITS AGENTS MAKE ANY ASSERTIONS OR GUARANTEES AS TO THE CONDITION OF SAID PROPERTY OR THAT UTILITIES, PLUMBING, OR FIXTURES THEREIN WILL MEET ANY FINANCING GUIDELINES. BUYER IS ENCOURAGED TO PERFORM AN INDEPENDENT INSPECTION.

Notice

Deed Name

Buyer #1 Name

Street Address

City, State, Zip ,

Telephone

Buyer #2 Name

Street Address

City, State, Zip ,

Telephone

Purchase Price

Down Payment

Pre-paid Service Fee

Auctioneer Contact

Closer Contact

Seller

Asset Manager

Reference

Seller Signature X

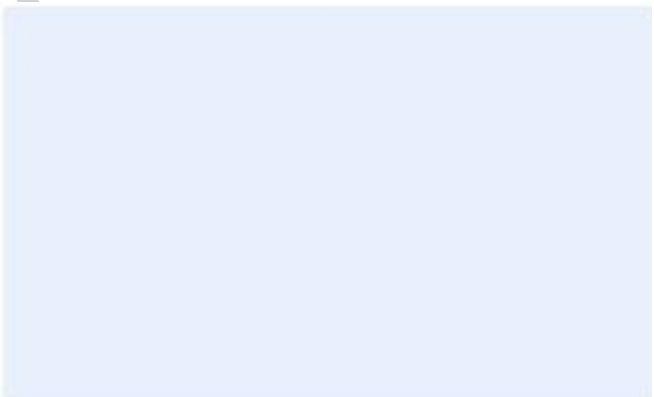
Accepted Date

Closing Date



By signing below, Buyer acknowledges reading, understanding, and agreeing to be bound by this Contract and its Addenda (the 'Contract'). Buyer acknowledges receipt of the Contract and understands and agrees to his/her digital signature being placed in the 'Buyer' blanks on the attached Contract and understands that the digital signature has full force and effect as Buyer's original signature. Buyer shall receive a fully executed version of this Contract via email address or facsimile number provided at time of registration:

Buyer Signature X



By signing below, Buyer acknowledges reading, understanding, and agreeing to be bound by this Contract and its Addenda (the 'Contract'). Buyer acknowledges receipt of the Contract and understands and agrees to his/her digital signature being placed in the 'Buyer' blanks on the attached Contract and understands that the digital signature has full force and effect as Buyer's original signature. Buyer shall receive a fully executed version of this Contract via email address or facsimile number provided at time of registration:

Buyer Signature X

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Broker Contact

SAMPLE CONTRACT

SELLER RESERVES THE RIGHT TO ACCEPT OR REJECT THIS 'CASH AS-IS OFFER' IN SELLER'S SOLE DISCRETION.

OFFER, ACCEPTANCE AND CLOSING DATE: As the high bidder at an Auction of the Property by Seller, as recorded by the Auctioneer ("Broker"), Buyer made and hereby makes an irrevocable offer ("offer") under the terms herein to purchase the Property being offered and/or described herein. The offer shall be irrevocable by the Buyer for fourteen (14) days from the date herein. Seller may accept the offer during this period or thereafter. The Buyer shall be bound by the offer unless and until Broker receives from Buyer a revocation of the offer after the fourteen (14) day timeframe and prior to notification to Buyer by Broker of Seller's acceptance of their offer. Revocation notification may be sent to Broker by Buyer via fax, email or letter sent to the Broker to the contact information above. Buyer and Seller agree that notice of Seller's acceptance may be sent to Buyer by Broker or Title Company, on Seller's behalf, via the fax, phone, email or street address provided by Buyer herein or at Registration and incorporated herein. Buyer and Seller agree that Closing shall occur at a time and place to be set by the Closer, on or before the Closing Date indicated above.

Buyer, Seller and Broker (the "Parties") acknowledge and agree: they have been encouraged to seek the advice of legal counsel and that no one on behalf of Broker or Closer has or will offer legal advice to Buyer or Seller; that the Parties negotiated this Contract and it is their intent that any rule of construction that would require this Contract be construed against the drafting party shall not apply; that they have not acted under any duress or compulsions, whether legal, economic, or otherwise; that the provisions of this Contract have been expressly agreed to and were taken into consideration in determining the price offered and accepted; that other provisions notwithstanding, "time-is-of-the-essence" for completion of this Contract; that upon approval by Seller as herein provided, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. BUYER'S INSPECTION, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to Seller and Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements and encroachments or to determine any other matters relevant to Buyer's decision to Purchase; that the Property is being sold in gross and that any estimates of size or acreage were and are approximations only; that Buyer has had more than ten (10) days before signing this Contract to make any and all independent inspections of the Property to Buyer's complete and total satisfaction; during this period Buyer was specifically advised by Seller and Broker to seek from independent sources of Buyer's choosing expert advice and/or inspections on all matters affecting the Property or Buyer's decision to purchase including but not limited to a Lead Based Paint Inspection or Risk Assessment, Radon Gas Test, Survey, Appraisal, Structural Report, Heat/Air Inspection, EMP Inspection, Roof Inspection, Termite Inspection, Insurance Inspection, Flood Hazard Inspection, Environmental Audit, and Legal Advice; that Buyer understands and agrees that neither Seller nor Broker are required or will make any inspections or repairs of any kind whatsoever to the Property; that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve the foregoing of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing and not be merged therein; that BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS BUYER'S EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO.

BUYER acknowledges and understands the following disclosures: 1) The mineral estate has been severed from this parcel and will not convey upon transfer of the surface estate, unless otherwise disclosed; 2) This property may be bound by the assessments and restrictions of a condo/home/property owners association and Buyer agrees to be bound by same and to assume any special assessments that may become payable after the Closing date; 3) Buyer acknowledges and understands that property herein may be subject to multiple code violations with the city/county/borough and Buyer accepts in 'As Is' condition. Buyer accepts all responsibility for any remediations, fees, or terms required by the authority thereof, which may or may not include demolition, escrow fees, or habitation certificates; 4) Property may be subject to city/county requirements for transfer and Buyer agrees to ascertain such requirements with the city/county or title company and to be responsible for any fee, permit, remediation required therein, to be done after closing; 5) Neither the Seller, Broker (or Auctioneer) make any assertions or guarantees for compliance standards of the property, including smoke or CO2 detectors, and Buyer accepts all responsibility for same, including any required inspections; and 6) Neither the Seller or Broker (or Auctioneer) make any assertions or guarantees as to the condition or inspection of any septic, sewer, location of leach lines, water service, or potability of any well that may be located on the property herein including but not limited to obtaining any necessary permits or inspection required by the municipality or any remediation, fees, or terms required by such authority due to dye testing or inspection, to be performed after closing.

BUYER expressly acknowledges being advised by Broker in sales literature and again at or prior to auction registration: that (1) the Buyer would be bound by this Contract, including all Addendums (incorporated by reference are Seller's Addendum, if any; a Property Disclosure or Disclaimer Statement, if any; and the EPA/HUD pamphlet provided Buyer prior to bidding titled "Protect Your Family from Lead in Your Home"); and (2) TO NOT BID IF BUYER HAD NOT READ AND AGREED TO BE BOUND BY THIS CONTRACT AND ITS ADDENDUMS IN THEIR ENTIRETY.

2. SALE AND DEED: Unless otherwise specified above, SELLER shall sell the Property to Buyer and BUYER shall accept same and purchase the Property in its present condition "AS IS, WHERE IS and WITH ALL FAULTS" via a "CASH SALE" NOT SUBJECT TO FINANCING, APPRAISAL, SURVEY OR INSPECTIONS OF ANY KIND. Conveyance shall be by a Deed prepared by or on behalf of Seller, and of a form of Seller's choosing, including but not limited to a Quit Claim, Special Warranty, Bargain and Sale, U.S. Marshal's or Trustee's deed (Buyer shall rely only upon the warranty provided by title insurance as defined in P.4). If a modular, manufactured or mobile home or similar structure exists on the Property which may be considered separate from the real property as assessed or otherwise described, same will only be conveyed by Seller via a hold harmless agreement or quit claim Bill of Sale.

3. RECEIPT AND PURCHASE PRICE: Broker acknowledges receipt of the Down Payment amount indicated above and the Parties agree: Broker shall be entitled to accept Buyer's personal check for immediate deposit without recourse, trust or escrow as sums due Broker or Seller as of this date, and specifically agree and stipulate that the Down Payment SHALL NOT BE HELD IN TRUST OR ESCROW OR OTHERWISE TREATED AS 'FUNDS DUE OTHERS', AND INTEREST EARNED THEREON, IF ANY, SHALL BELONG TO BROKER. If the Buyer has tendered this deposit in the form of a certified check, cashiers check, or personal check, Buyer authorizes Broker to process the check itself, or to process the check electronically through ACH or other carrier. Buyer has funds available to cover this check at the time of execution and authorizes an electronic processing in the discretion of Broker. The balance of the Purchase Price plus costs due from Buyer shall be paid by cash, cashiers check or certified check at Closing.

4. TITLE AND COSTS: Buyer shall receive at or before Closing an Owner's Title Insurance Policy (a.k.a. "Title Insurance Commitment" until such policy is issued), which the Parties agree shall be ordered and/or prepared through Closer from an issuer Closer selects, at Buyer's expense, with a face value equal to the Purchase Price herein, issuing insurable title subject to the following "Permitted Title Exceptions": (i) mineral, oil and gas interest (whether owned, severed, or reserved); (ii) all easements, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters of record or which could be disclosed by an accurate and complete survey or inspection of the premises; (iii) all restrictions on the use of the Property, whether or not recorded, under existing and future laws, ordinances, and regulations; (iv) subdivision, deed, and plat restrictions of record; (v) current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; (vi) current leases affecting the Property; (vii) customary exceptions made to the Title Commitment by the Issuer of the Title Commitment and (viii) other easements, restrictions, encumbrances or mortgages specified in this Contract or any exhibit incorporated herein. "Preclusion to title" shall be in the sole discretion of the Closer or Title Examiner and shall mean any issue which would preclude clear title or transfer thereof, including city inspections, occupancy certificates, tax stamps, boundary/title disputes, lost deeds, or payoff statements. No matter shall be construed as a valid objection or preclusion to title under this Contract unless it is a) not a "Permitted Title Exception" above, and b) is construed to be a valid objection or preclusion to title by the title insurance examination attorney chosen by Closer or the policy issuer (such attorney shall be deemed Buyer's attorney for title examination purposes only), and c) is communicated to the Parties prior to Closing. In case of such valid objection or preclusion to title, Seller shall, at Seller's option: have one-hundred and twenty (120) days (the "Cure Period") from the date of the original Closing or such additional time as may be agreed to in writing by the Parties to satisfy such objections and preclusions; or choose to terminate the transaction by returning Buyer's down payment upon which the parties shall incur no further liability to the transaction or each other. If such objections cannot be satisfied within the Cure Period, the Down Payment shall be returned to the Buyer and this Contract shall be of no further force and effect. The Parties acknowledge and agree the following costs were estimated and disclosed by Broker prior to the Auction or Sale:

SELLER shall pay their Closing fee, and all: State deed tax or stamps; the cost of certifying base abstracts (if required); filing fees for releases (if any); bankruptcy search fee (if any); and any other document fees incurred by Seller (including lease assignment/estoppels). Seller shall deliver to Closer at or before Closing the duly executed and acknowledged Deed for delivery to Buyer upon payment of the Purchase Price.

BUYER shall pay their Closing fee, and all: Title exam and search fees; title insurance premium(s); filing fees for deed and any note/mortgage; plat, survey, inspection or other fees announced or advertised for the Auction; costs of supplemental abstracting (if required); and any and all other Closing costs incurred by Buyer. Buyer shall deliver to Closer at or before Closing, for the benefit of Seller: payment in full of the unpaid portion of the Purchase Price; all such documents as the Closer or Seller shall require prior to or at the Closing to evidence and confirm the power and authority of Buyer to close the transaction contemplated herein; an affidavit waiving inspection and assuming payment of ad valorem and land benefit taxes for the current calendar year and thereafter; and such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing.

If the "Quick Close" option was available for this sale, as shown in DISCLOSURES section, and Buyer has paid the full Purchase Price and all other announced costs in full herein on the day of the auction, Seller shall pay on behalf of Buyer their closing fee, the title exam and search fees, owner's title insurance premium and the filing fees for the deed; and Buyer shall make arrangements with the Closer identified above to execute all remaining documents required and/or customary for Closing within five (5) business days from the date herein or the earliest date Closer can accomplish such.

5. TAXES AND PRORATIONS: Seller shall pay in full: (i) all special assessments against the Property and of record at the date of Closing that are currently payable, Buyer agrees to be bound by same and to assume any special assessments (including payments) that may become payable after the Closing date; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property at the date of Closing; and (iii) the cost of any item of workmanship or material furnished prior to the date of Closing which is or may become a lien on the Property. If this sale or Buyer's use of the Property results in the assessment of additional taxes, whether for periods prior to, at or subsequent to the Closing, said taxes shall be the obligation of Buyer. Unless otherwise specified, the following items shall be prorated between the Parties as of the date of Closing: (i) rents, if any; and (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the pro-ration shall be based upon the rate of levy for the previous calendar year. Any security deposit held by Seller from one or more tenants of the Property shall be transferred to Buyer at Closing and Buyer shall then assume all further liability to tenants, both in relation to such deposits and in relation to any then existing leases covering all or any part of the Property. After Closing Buyer shall indemnify and hold Seller and Broker harmless from all liability to any tenant.

6. CLOSING AND TRANSFER: If the Closer or title issuer selected by Closer determines there are valid objections or preclusions to title as defined herein, the Closing shall be extended for the time permitted to allow Seller to cure same, as provided in Section 4 above. Upon notice from Seller or Broker that such objections have been satisfied, the Closer shall fix a date and time for Closing within two (2) business days. If Buyer requests an extension of the Closing, Seller shall have the sole right to grant Buyer an extension of Closing, for which Buyer shall pay Seller in advance a per diem fee equal to \$150 or 5/100 of a percent of the total sales price herein (.0005 x Sales Price), whichever is greater. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be borne by Seller; after Closing such risk shall be borne by Buyer. In the event the property suffers damage after the auction but prior to Closing, Seller may, at its option, choose to 1) repair the premises or compensate Buyer for reasonable repairs at Closing; or 2) cancel this Contract and refund Buyer's down payment funds on deposit. BUYER SHALL NOT BE GRANTED POSSESSION OR USE OF THE PROPERTY IN ANY MANNER WHATSOEVER UNTIL CLOSING.

7. BREACH OR FAILURE TO CLOSE: The parties agree that if SELLER has performed Seller's obligations under this Contract, and if at the Closing the Buyer fails to pay the balance of the Purchase Price or to perform any other obligations under this Contract, then Seller may, at Seller's option, either a) unilaterally cancel and terminate Buyer's right to purchase the Property, including all legal and equitable interest, if any, Buyer may have regarding the Property and retain all sums previously paid on the Purchase Price as liquidated damages, or b) elect to recover from Buyer the actual damages incurred by Seller, including loss of the balance of the Purchase Price, costs of resale, attorney's fees, and such other incidental damages as may be lawfully recovered. If BUYER has performed Buyer's obligations under this Contract and Seller fails to perform its obligations under the Contract, then Buyer may, as Buyer's sole and exclusive remedy, terminate Buyer's obligation to purchase the Property, by written notice to Seller, and recovery to Buyer shall be limited to the down payment deposit on the property.

8. LIMITATION OF REMEDIES: Buyer agrees that in no event shall Seller, Broker or Closer be liable to Buyer for actual, punitive, speculative or consequential damages, nor shall Buyer be entitled to bring a claim to enforce specific performance of this Contract. The Parties agree that neither shall make a claim for any breach of this contract, for rescission or revocation of acceptance, or for any warranty, misrepresentation, mistake or tort unless such Party first notifies the other Parties in writing of the basis, nature and amount of such Party's claim within one-hundred and eighty (180) days after the date of this Contract, or if Closing occurs, within thirty (30) days after the Closing Date, whichever is earlier; and that any and all claims after such period shall be void as between the Parties. Any request for Arbitration by any Party must be filed within one (1) year after the date of this Contract, and shall be limited to the remedies previously described herein, or if the sale has already closed, Buyer agrees its sole and exclusive remedy, at law or in equity, shall be limited to liquidated damages not to exceed 1% of the Purchase Price herein. The Parties expressly stipulate and agree that it is difficult or impossible to accurately ascertain the amount of damages that might be suffered by Buyer (unless the sale was not closed and Buyer's Down Payment was returned, in which event it is stipulated and agreed herein that Buyer will have suffered no damages) and that the amount of 1% of the Purchase Price is a reasonable estimate of the amount of such damages to Buyer.

9. ARBITRATION: The Parties agree that any controversy or claim arising out of or relating to the sale or this Contract or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered may be entered in any court having jurisdiction thereof. Claims may include but are not limited to allegations of breach of contract, concealment, misrepresentation, negligence and/or fraud. Upon submission of a dispute to the AAA, the Parties agree to be bound by the rules of procedure and decision of the AAA. In the event any Party invokes Arbitration with respect to this Contract or any part of this transaction, including by or against Broker, the prevailing Party shall be entitled to an award of reasonable attorney's fees. THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT THEY ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE CLAIMS DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF BINDING ARBITRATION.

10. SELLER AND BROKER DISCLAIMER: Buyer acknowledges and agrees that Seller, Broker, their affiliates, agents, employees, officers, representatives or owners have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties or any kind or character whatsoever, whether express or implied, oral or written, past, present, or future of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil, or geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular use or purpose of the Property, (f) the manner or quality of the construction or materials, if any, incorporated into the Property, (g) the manner, quality, state of repair or lack of repair of the Property, or (h) any other matter with respect to the Property, and specifically, that the foregoing persons and entities have not made, do not make and specifically disclaim any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including the disposal or existence, in or on the Property, of any hazardous materials; that Buyer has not relied upon representations, warranties, guaranties or promises or upon any statements made or any information provided concerning the property including but not limited to ads, brochures, website materials, signs, maps and sale day comments and instead has determined to make Buyer's bid after having made and relied solely on Buyer's own independent investigation, inspection, analysis, and evaluation of the Property and the facts and circumstances related thereto; and that no warranty has arisen through trade, custom or course of dealing with Buyer. ANY INSPECTIONS, REPORTS, PROPERTY INFORMATION OR SURVEYS MADE AVAILABLE TO BUYER PRIOR TO OR AT THE SALE WERE FOR 'GENERAL INFORMATIONAL PURPOSES' ONLY AND ARE NOT, AND WILL NOT, BE RELIED UPON AS A REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.

11. INDEMNIFICATION OF BROKER AND CLOSER: Seller and Buyer jointly and severally agree to indemnify and hold Closer and Broker harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Broker or Closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Broker or Closer hereunder relative to the performance of their duties related to the Parties or the Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Closer and Broker shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and Broker are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and Broker are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, CLOSER, OR BROKER IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.

12. INTERPRETATION AND EFFECT OF THIS CONTRACT: The Parties agree this Contract shall be binding upon and inure to the benefit of their heirs, legal representatives and successors; sets forth their understanding and supersedes all previous negotiations, representations and agreements between them and their agents; can only be amended or modified by a written agreement signed by both Parties; no amendment affecting Broker or Closer may be made in the absence of the prior written consent of the affected person; if any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable. The parties hereto hereby agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.

13. AGENCY DISCLOSURE: The Parties expressly agree and acknowledge that BROKER REPRESENTS SELLER ONLY, as previously disclosed to both Parties at first contact; that the identity of Broker's principal, the Seller, was available to the Buyer at all times prior to the auction; that both Parties shall indemnify and hold the other and Broker (unless previously approved in writing by Broker) harmless from any claim for a commission or other compensation of any broker or agent purporting to have represented or assisted them.

14. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT (for Pre-1978 housing only) AND OTHER HAZARDS DISCLOSURES:

Lead Warning Statement Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure As evidenced by Seller's signature herein Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment As evidenced by Buyer's signature herein Buyer has received copies of all information listed above, including the pamphlet Protect Your Family from Lead in Your Home and has received a 10-day opportunity prior to the auction to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and/or has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment As evidenced by Broker's name hereon Broker (Agent) has informed the seller of seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

Mold Statement There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. The seller, seller's agent, and Auctioneer cannot and does not represent or warrant the absence of mold. It is the buyer's obligation to determine whether a mold problem is present and to remediate such.

Certification of Accuracy The Parties have reviewed the information above and hereby certify as evidenced by their signatures herein on the date herein that to the best of their knowledge the information they have provided is true and accurate.

NOTICE Institutional and Fiduciary Sellers (courts, government agencies, banks and trustees) have not occupied the property and have NO information to provide for disclosure. Properties are sold 'As Is - Where Is' and should be fully inspected prior to bidding on. SELLER AND BROKER AND/OR AUCTION COMPANY HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES OR CONDITION AND ARE NOT RESPONSIBLE FOR SUCH.



LENDER PROCESSING
SERVICES

REAL ESTATE PURCHASE CONTRACT

This Addendum to Real Estate Purchase Contract ("Addendum") is made a part of that certain Real Estate Purchase Contract ("Contract") dated the 13TH day of FEBRUARY, 2012, between The United States of America ("Seller") and ("Purchaser") for the purchase of property known as: 1115 PINE STREET, MADISONVILLE, LA, 70447

Purchase Price: .

Closing Date: .

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Effect of Addendum.** In the event of any conflict between this addendum and the Contract or escrow instructions or notice or other documents attached to this agreement, the terms of this addendum shall prevail except as otherwise provided by law.
2. **Purchase Price.** The purchase price of ("Purchase Price") for the Property shall be paid to Seller by certified, cashier's check or by wired funds at the closing.
3. **Earnest Money.** Immediately following Seller's acceptance of the Agreement, escrow will be opened with an escrow agent designated by Seller or otherwise acceptable to Seller. The earnest money deposited shall be in the amount of .
4. **Time of the Essence; Closing Date.** The parties agree that time is of the essence with respect to all dates specified in, and Purchaser's performance under, the Contract and any addenda, riders or amendments thereto. The Purchaser hereby specifically and expressly recognizing and accepting, however, that properties obtained through forfeiture occasionally have delays in the closing date.
The closing ("Closing") shall take place on or before the date set forth above, or within five (5) days of final loan approval by Purchaser's lender, whichever is earlier, unless the closing date is extended in writing signed by Seller and Purchaser or extended by Seller under the terms of the Contract. The closing shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller as allowed by law, and convenient to all parties.
5. **Mortgage Contingency.** Purchaser's obligation to purchase the Property under the Agreement (check one): () IS (X) IS NOT contingent on Purchaser obtaining financing for the purchase of the Property.
6. **Disclosure.** Purchaser acknowledges and agrees that the Property was acquired through forfeiture due to illegal activity. Accordingly, to the fullest extent allowed by law, Seller shall be exempt from providing or filing any disclosure statement with respect to the Property.
7. **Condition of Property.** As a material part of the consideration to be received by Seller under this agreement as negotiated and agreed to by Purchaser and Seller, Purchaser acknowledges and agrees to accept the property at closing in its "as-is," "where-is" condition, as such condition existed on the date of Purchaser's offer, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any Governmental authority; any hidden defects, environmental conditions affecting the property, or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not.
8. **Inspection.** Initial _____
Purchaser waives the opportunity to inspect the property.
9. **Occupancy Status of Property.** Seller, its representatives, agents and assigns shall be responsible for vacating any occupants at the Property prior to Closing unless otherwise specifically agreed to in writing by the Purchaser.

Seller has no knowledge of security deposits and thus none will be transferred to Purchaser at closing. If the property is to remain occupied all rent, due and payable and collected from occupants for the month in which the closing occurs, will be prorated.

Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that as of the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required

for compliance with such local rent control ordinances and regulations, shall be Purchaser's sole responsibility and cost.

Purchaser will not use or occupy or cause or permit others to use or occupy the Property prior to closing.

10. **Personal Property.** Purchaser agrees that any items of personal property, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced in this Addendum. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of closing. Any personal property sold by Seller shall be accepted by Purchaser on an "as is, where is" basis without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.
11. **Closing Costs and Adjustments.** Except and to the extent provided below all closing costs are the responsibility of the Purchaser, including costs customarily paid by the Seller unless otherwise agreed upon by the Seller. Excepting however, that Purchaser and Seller shall be responsible for their own Settlement Fees, Attorney Fees and title work ordered by each respective party.

Seller agrees to pay up to a maximum of **\$0.00** of Purchaser's closing costs exclusive of prepaids and as allowed by lender (the "Seller Closing Cost Credit"). Any unused portion of these funds shall be returned to Seller.

Purchaser and Seller agree to prorate the following expenses as of closing: municipal water and sewer charges, utility charges, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. Payment of special assessment district bonds and assessments, and payments of homeowner's association special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward the Purchase Price.

Seller shall not be responsible for any amounts due, paid or to be paid after closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller.

Purchaser recognizes and expressly accepts that the Seller is exempt from paying any and all form of taxes to local and state authorities, including any costs associated with the recordation of deeds, deeds of trust or any other document associated with the transfer of property by or to the United States of America. Should the local and/or state jurisdiction within which the Property sits nonetheless require full payment of those costs then, regardless of local custom or any provision in the Contract to the contrary, Purchaser shall be fully responsible for the payment of those costs to complete the transaction. Notwithstanding this provision, the Purchaser may apply the Seller Closing Cost Credit, if any, toward reimbursement for such costs, in whole or in part.

12. **Survey.** Purchaser shall pay the cost of any survey. No survey shall be provided by Seller.
13. **Insurable title**
- i. Seller shall give and Purchaser shall accept such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in this Contract. Lender's and Owner's title insurance will be at Purchaser's expense.
 - ii. In the event Purchaser chooses to obtain their own fee (owners) policy and/or title exam, they shall order the same within three days of Purchaser executing the Contract of sale, or all objections to title shall be waived.

Purchaser must notify Seller's attorney in writing of any and all title objections at least ten days before closing, or all objections to title shall be waived. If Seller cannot cure said timely and properly made objections after a good faith effort, or to do so would delay the closing beyond the original or any extended closing date, Purchaser agrees to accept Seller's title policy at Purchaser's expense. Failure to accept the Seller's title policy shall constitute release of all Earnest money deposits to the Seller and the Contract shall be considered null and void. In the event that said timely, written objections cannot be cured within 90 days from delivery of notice of objections and/or the Seller's title insurer cannot insure over said objections by issuing a title insurance policy at normal risk rates, then Seller, in its sole and absolute discretion may declare the Contract null and void and return the Purchaser's earnest money deposit. In such an event, the Purchaser agrees that the Contract is of no further force or effect as to the Property but agrees, nonetheless to immediately and promptly execute a Release of Contract as requested by Seller.

14. **Form of Deed.** The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or

under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed).

15. **Waivers.** As a material part of the consideration to be received by Seller under the agreement as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:
 - i. All rights to file and maintain an action against Seller for specific performance and any right to record a lis pendens against the property or to record or file the Contract, this addendum or any memorandum thereof in the official real property records, or any other remedy that would prevent Seller from conveying the property;
 - ii. Purchaser cannot dispute any controversy, claim or other matter in question arising out of or relating to the transaction or contract or its breach or bind the Government to arbitration or mediation in state court.
16. **Conditions to Seller's Performance.** Seller shall have the right, at Seller's sole discretion, to extend the closing date or to terminate the Contract at the convenience of the Government. In the event the Seller elects to terminate the Agreement, the earnest money shall be returned to Purchaser and the parties shall have no further obligation under the Agreement.
17. **Remedies for Default.** In the event of Purchaser's default, Seller at its option may retain earnest money as liquidated damages. Purchaser acknowledges and agrees that by signing this addendum, Seller shall have the right to retain or seek the release of the earnest money under this section, without any further action, consent or document from the Purchaser.
18. **Indemnification.** Purchaser agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, and successors or assigns.
19. **Survival.** Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement.
20. **Further Assurances.** Purchaser agrees to execute and deliver to Seller at closing a "Waiver and Release Regarding Property Condition at Closing." A Copy of said document is available from Seller's listing agent upon request by Purchaser.
21. **Severability.** The invalidity, illegality, or enforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, all of which shall remain in full force and effect.
22. **Assignment of Agreement.** Purchaser shall not assign the Agreement without the express written consent of Seller.
23. **Entire Agreement.** The Agreement, including any disclosure or notices required by law, constitutes the entire agreement between Purchaser and Seller concerning the subject matter hereof and supersedes all previous communications, whether written or verbal.
24. **Counterparts.** This Addendum may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. This Addendum may be delivered by facsimile.
25. **Notices.** Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to Seller will be deemed sent or delivered to Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent at the address or fax number shown below.
26. **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement. Accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
27. **Governing Law:** The enforcement, interpretation, and construction of this Addendum, and all matters relating hereto, shall be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the State in which the property is physically located shall apply, without giving effect to the conflict of laws principles thereof.
28. **Additional Terms or Conditions.** .

PURCHASER'S OFFER

Signature: _____ Date: FEBRUARY 13, 2012

Print Name (or name if a company): _____

Social Security # (or Tax I.D. # if a company): _____

Title (if a company): _____

Signature: _____ Date: _____

Print Name (or name if a company): _____

Social Security # (or Tax I.D. # if a company): _____

Title (if a company): _____

Attorney information (if applicable) _____

Address: _____

Telephone: _____ Facsimile: _____

SELLER'S ACCEPTANCE

Name: _____ Date: _____

Title: _____

United States Marshals Service

SAMPLE CONTRACT

ATTENTION - ATTENTION

PLEASE PROVIDE THE BUYER(S) A COPY OF THE "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME," AND HAVE THEM SIGN THE DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS.

IF THE PROPERTY WAS BUILT AFTER 1978, THEN AS LISTING AGENT PLEASE SIGN THIS FORM AND INCLUDE IT WITH THE CONTRACT.

A CONTRACT WILL NOT BE EXECUTED WITHOUT EITHER THIS WAIVER OR THE BUYER DISCLOSURE FORM INCLUDED WITH THE CONTRACT PACKAGE.

IT IS OUR INTENT TO COMPLY WITH ALL FEDERAL AND LOCAL LAWS PERTAINING TO LEAD-BASED PAINT DISCLOSURE. YOUR ASSISTANCE WITH THIS PROGRAM IS GREATLY APPRECIATED.

Lead-Based Paint Hazards: Title X, Section 1018, the Residential Lead-Based paint Hazard Reduction Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the Buyer(s), based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer(s) with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the Buyer(s), the Seller is required to provide the Buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a " Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" Form

The Seller is required under the Act to provide the Buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the Buyer(s) to expense, to conduct a risk assessment or inspection for the presence of lead-based paint hazards unless the Buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. The Act is effective September 6, 1996, for Seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a Seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Property was built after 1978 and is exempt from the above Residential Lead-Based Paint Hazard Reduction Act of 1992.

Acknowledged by

Agent Name

Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no report or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet **Protect your Family from Lead in Your Home**.

_____ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

_____ (f) Broker/Agent has informed the seller of the seller's obligations under 42U.S.C.4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: _____

Date: _____

Agent: _____

Date: _____

Buyer: _____

Date: FEBRUARY 13, 2012

Contract Provision Prohibiting the Sale or Forfeited Property to Government and Contractor Employees

In order to avoid a conflict or interest, or the appearance of a conflict or interest, the following classes or persons are prohibited from purchasing, either directly or indirectly, property forfeited to the United States which is to be sold under this contract or any subcontract to this contract:

- Any United States Department of Justice (USDOJ) employee prohibited by federal regulations (5 C.F.R. & 3801.104) from purchasing or using property forfeited to the United States, or any member of his/her immediate family/household.
- The contractor and any of its subcontractors; their employees or members of such employees' immediate families/households; any entity in which the contractor has any financial interest: or any agent or representative for such party.
- Any employee of any federal, state, or local governmental agency, or members of his/her immediate family/household, that was involved in the investigation which led to the forfeiture of the property to be sold by or through the contractor.

To effectuate this prohibition, as a requirement of this contract or any subcontract, the contractor and any subcontractor selling property forfeited to the United States shall include the following provision in Sale Terms and Conditions:

In order to make an offer to purchase property subject to this sale the offeror shall initial one of the following:

- ____ The offeror warrants that he/she is not: (a) an employee of the United States Department of Justice: (b) an employee or any Federal, state or local governmental agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale: (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the United States Department of Justice's Asset Forfeiture Program: (d) an agent or member of the immediate family/household of any employee described in (a), (b), or (c) above.
- ____ Any offeror who is an employee of the United States Department of Justice warrants that he/she has complied with the provisions of 5 C.F.R. & 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the agency designee by 5 C.F.R. & 3801.104(a).
- All Buyers Must Read and Acknowledge - Buyer's Certification (Applicable for Judicial Cases) Title 18 USC Section 1963(g) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 USC Section 1962 nor 21 USC Section 841 et seq., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not acting and will not act in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a records check will be made with the investigative agencies involved in the prosecution of the said case to confirm your submitted certification. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.

PART I: NOTICE TO BUYER(S)

Title 18 U.S.C. Section 1963 and 21 U.S.C. section 853 (h) of the Comprehensive Crime Control Act of 1984 prohibit the United States Government from reverting forfeited property to the defendant (s) convicted of a violation under 18 U.S.C. Section 1962 U.S.C. or 21 U.S.C. Section 841 et seq. or to any person acting in concert with or on behalf of such defendant (s). To comply with this prohibition, a records check will be made with the investigating agency (ies) responsible for or participating in the subject case to determine if there is any indication that you may be acting in concert with or on behalf of the defendant (s) in the subject case in the purchase of forfeited property.

Accordingly, to aid this effort, you are hereby requested to complete the following:

Purchaser:

Typed/Printed Name:

Social Security #:

Date of Birth:

Place of Birth: _____

State of Residence: _____

Co-Purchaser:

Typed/Printed Name:

Social Security #:

Date of Birth:

Place of Birth: _____

State of Residence: _____

SAMPLE CONTRACT

**PRIVACY ACT NOTICE
UNITED STATES MARSHALS SERVICE**

Authority

This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974) December 31, 1974, for individuals providing information to the United States Marshals Service in connection with the Department of Justice Seizure and Forfeiture Program. Title 5 U.S.C. Section 3101, authorizes the Attorney General of the United States to prescribe regulations and to make and preserve any records necessary to the functions of the Department of Justice. By virtue of authority vested in Title 28 U.S.C. Sections 510 ad 569. the Attorney General has delegated these responsibilities to the United States Marshals Service as they relate to its functions.

Purpose and Use

The principal purpose of this information is to ensure adequate safeguards for the custody, maintenance and control of property seized pursuant to 18 U.S.C. Sections 1955 (d) and 1963 and 21 U.S.C. Section 853. The information provided herein will be used as a basis for an investigation to determine qualifications and suitability for performing a contractual service to the federal government on seized and/or forfeited property. The information may be disclosed to other Federal, state and local agencies to obtain information relevant to the Marshals Service's decision on that matter, to another federal agency to the extent relevant to the agency's decision on qualification and suitability in the letting of a contract; and to the appropriate Federal, state or local agency responsible for investigating, enforcing or prosecuting a statute, rule or regulation where information developed through investigation reveals an actual or potential violation of civil or criminal law.

Effects of Nondisclosure

Disclosure is voluntary; however, failure to provide this information may disqualify your company/business from further consideration to contract with the United States Marshals Service's, Seizure and forfeiture Program. Falsification of any information on this form is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five (5) years or both.

**PART III: PRIVACY ACT NOTICE
UNITED STATES MARSHALS SERVICE**

Authority

This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974) December 31, 1974, for individuals providing information to the United States Marshals Service in connection with the National Asset Seizure and Forfeiture Program. Title 5 U.S.C. Section 3101, authorizes the Attorney General of the United States to prescribe regulations and to make and preserve any records necessary to the functions of the Department of Justice. By virtue of authority vested in Title 28 U.S.C. Sections 510 ad 569, the Attorney General has delegated these responsibilities to the United States Marshals Service as they relate to its functions.

Purpose and Use

The principal purpose of this information is to ensure compliance with the Comprehensive Crime Control Act of 1984. Specifically, 18 U.S.C. [1963 (g) and 21 U.S.C.] 853 (h) or the act prohibits the United States Government from reverting any forfeited property to the defendant (s) convicted of a violation under 18 U.S.C. [1962 or 21 U.S.C.] 841 et seq. or to any person acting in concert with or on behalf of the defendant (s). The information you provide herein will be used to conduct a records check to determine if there is any indication that you may be acting in concert with or on behalf of the defendant (s) in purchasing the subject property. Accordingly, this information may be disclosed to the appropriate Federal, state and local law enforcement agency to the extent necessary to obtain information relevant to the Marshals Service's decision on this matter.

Effects of Nondisclosure

Disclosure is voluntary; however, failure to provide this information may disqualify you from purchasing the subject property, particularly if you are the successful bidder. Falsification of any information on this form is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five (5) years or both.

INFORMATION REGARDING DISCLOSURE OF SOCIAL SECURITY NUMBERS UNDER PUBLIC LAW 93-579, SECTION 7(b)

Disclosure of your Social Security Number (SSN) is mandatory and its solicitation is authorized by Executive Order 9397, dated November 22, 1943. The SSN will be used as an identifier to determine your eligibility to buy the subject property, pursuant to 18 U.S.C. 1963 (g) and 21 U.S.C. 853 (h) or the Comprehensive Crime Control Act of 1984. The information gathered through use of your SSN will be used only as necessary to ensure compliance with that Act and will be destroyed upon a determination of your eligibility and/or purchase of subject property. The use of the SSN is made necessary because of the large number of individuals who have identical names and birth dates, and whose identities can only be distinguished by the SSN.