

**Affidavit And Memorandum Of  
Agreement For Purchase And Sale**

State of TEXAS  
County of \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared Mack Baker, President of The Pinnacle Group, L. C., who being first duly sworn, deposes and says that:

1. An agreement for the Purchase and Sale of the real property known as \_\_\_\_\_, being more fully described as: Lot \_\_\_\_\_ ( ), Block \_\_\_\_\_ ( ), \_\_\_\_\_ Section \_\_\_\_\_ ( ), City of \_\_\_\_\_, \_\_\_\_\_ County, Texas, was entered into by and between the Affiant, as Buyer, and \_\_\_\_\_, as Seller(s), on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .
2. The closing of the purchase and sale of said real property, per the terms of the Agreement, is scheduled to take place on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or as soon as all title, flood insurance, and building permit issues are resolved.
3. A copy of the agreement for purchase and sale of said real property may be obtained by contacting \_\_\_\_\_, whose mailing address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
AFFIANT – Mack Baker, President

Sworn to and described before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas  
Commission expires:

**(Acknowledgement)**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ Mack Baker \_\_\_\_\_, President of The Pinnacle Group., a Texas Limited Liability corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission expires:  
(Seal)

AFTER RECORDING RETURN TO:

The Pinnacle Group, LLC.  
402 Carter St.  
Killeen, TX 76541  
Phone:

**AFFIDAVIT OF OWNER RE: LIEN RIGHTS**

**STATE OF**

**ss.**

**COUNTY OF**

The undersigned, being first duly sworn, deposes and says that they are the owner of the following described property in \_\_\_\_\_ County, \_\_\_\_\_ State, described as follows:

More commonly known as:

Tax I.D. No:

(COMPLETE THIS AFFIDAVIT BY CHECKING THE APPROPRIATE BOX BELOW)

Deponent further says that:

\_\_\_\_\_ A. There have been no repairs, alterations, remodeling or new construction on the \_\_\_\_\_ above described premises in the last ninety (90) days.

\_\_\_\_\_ B. Deponent has contracted for repairs, alterations, remodeling or new construction on the above described premises which have been completed within the last ninety (90) days, Deponent paid for all of said improvements directly to the contractors and there are no unpaid bills or claims for labor or services or material in connection therewith except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ C. Deponent has contracted with a general contractor for repairs, alterations, remodeling or new construction on the above described premises which have been completed within the last ninety (90) days. The sworn statement of said contractor for improvements, and appropriate supporting waivers of lien, are submitted herewith. Deponent has not been served with any notice that a lien will be claimed on the above described premises for labor performed or material furnished except as

follows:

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\_\_\_\_\_ D. Deponent has not other liens on said property other than those described here:

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DATED: \_\_\_\_\_ SIGNED BY:

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**The Pinnacle Group LLC**  
**APPLICATION RECEIPT AGREEMENT**

RECEIVED the total sum of \$ \_\_\_\_\_, consisting of a \$ \_\_\_\_\_ non-refundable application fee and a reservation/earnest money fee of \$ \_\_\_\_\_ to reserve the property known as \_\_\_\_\_.

The undersigned expressly agree that if application is approved they herewith agree to accept the property under the terms stated below and all funds will be applied toward the move-in costs or Down Payment (in the case of a purchase agreement). Management will process application as timely as possible and Applicant may be notified of the results by telephone, fax, or mail. If the applicant(s) change their mind about occupying or buying the above named property OR do not provide the required information immediately upon request to process the application, OR if they do not pay the required move-in amount and occupy the property by the date as shown below, the applicant(s) will forfeit the entire deposit as liquidated damages since other prospective purchasers/tenants may have been turned away and it will be necessary for Management to re-advertise the property and evaluate other Applicants. The applicant(s) are accepting the property in an "AS IS" condition except for the following: \_\_\_\_\_.

If the application is denied, or Applicant is unable to secure financing, we will refund the reservation/deposit fee less any out-of-pocket expenses such as fees for appraisals, surveys, inspections, credit reports, or any other fee applicable due to processing the application. Management shall not be responsible for any additional repairs and/or improvements to the property. However, Management may take care of non-operable items as long as it is reported to Management in writing within seven (7) days from the date of occupancy unless this property is part of our Work For Equity Program, whereby Applicant(s) will be responsible for all repairs.

I (we) declare that the Application is complete, true and correct and I (we) herewith give my (our) permission for anyone contacted to release the credit or personal information of any of the undersigned Applicant(s) to Management and their Authorized Agents, at any time, for the purposes of entering into and continuing to offer or collect on any agreement and/or credit extended. I (we) further authorize Management or their Authorized Agents to verify all application information including but not limited to contacting creditors, present or former landlords, employers and personal references, whether listed or not, at the time of the Application and at any time in the future, with regard to any agreement entered into with Management. Any false information will constitute grounds for rejection of the Application, or Management may at any time immediately terminate any Agreement entered into in reliance upon misinformation given on the Application.

**TERMS:**      **Sales Price \$** \_\_\_\_\_      **Scheduled Closing or Move-In Date:** \_\_\_\_\_

Owner Finance at \_\_\_\_\_% Interest, Amortized for \_\_\_\_\_ years, with a \_\_\_\_\_ year balloon

Down Payment \$ \_\_\_\_\_      Approx. Prepaid Expenses \$ \_\_\_\_\_ (1 yr. Hazard Insurance and HOA, 1 mo. escrows)

Approx. Cash Required to Close \$ \_\_\_\_\_      Approximate Monthly Payment: \$ \_\_\_\_\_ (Includes Escrows)

Lease with Option To Buy      Total Move-in \$ \_\_\_\_\_      Monthly Rent \$ \_\_\_\_\_      Monthly Option \$ \_\_\_\_\_

Rent Only      Monthly Rent \$ \_\_\_\_\_      Security Deposit \$ \_\_\_\_\_      Pet Deposit \$ \_\_\_\_\_

Other Terms: \_\_\_\_\_

**First Payment Due:** \_\_\_\_\_

\_\_\_\_\_  
Applicant                                      Date                                      Social Security No.                                      Driver's License Number/State

\_\_\_\_\_  
Applicant                                      Date                                      Social Security No.                                      Driver's License Number/State

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Management's Representative    Date

**ASSIGNMENT OF ESCROW FUNDS AND  
INTEREST IN EXISTING HAZARD INSURANCE**

Mortgage Company  
Address  
City, State, Zip  
Phone #

Re: Loan No. \*\*\*\*\*  
Mortgagor's Name  
Address  
City, State, Zip

Gentlemen:

The property securing the payment of the captioned loan has been sold to \_\_\_\_\_, TRUSTEE.

As part of the consideration for the sale of the security, we have agreed and do hereby agree that all funds held by you for the account of the Seller in connection with said loan or in escrow to pay taxes, maintenance fees, private mortgage insurance or insurance on the security shall hereafter belong to said undersigned purchasers; and the said undersigned purchasers shall have all rights in regard to any escrow overages or excess funds held by you and do also assume full responsibility for any escrow shortages and the sufficiency of funds on deposit in the escrow account for the payment of all such items after this date.

It is further understood and agreed that the present hazard insurance contract and premium are transferred and assigned to purchaser (including unearned premium and claims for losses thereunder) and are to remain in full force and effect on said property. Should purchaser decide to replace the existing insurance coverage, any refund of premium shall be payable to **PURCHASER**.

Acknowledged and sign by the  
Seller this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

SELLER:

\_\_\_\_\_

Acknowledged and signed by the  
Purchaser this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

PURCHASER:

\_\_\_\_\_  
(Name of Trustee, Trustee)  
Address  
Phone:



# BILL OF SALE

BE IT KNOWN BY ALL MEN PRESENT, that

-----  
hereinafter referred to as "First Party", for and in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration, has received in lawful money of the United States from -----

hereinafter referred to as "Second Party", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer and deliver to Second Party, all executors, administrators and assigns, the following goods and chattels:

TO HAVE AND TO HOLD forever.

The undersigned does, for himself and his heirs, executors and administrators, covenant to and with the Second Party, all executors, administrators and assigns, that he is the lawful owner of the said goods and chattels, free from all encumbrances; that he has the right to sell the same, and that he will warrant and defend the sale of said property, goods and chattels hereby made, against the lawful claims and demands.

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

-----  
Unofficial Witness

BY: \_\_\_\_\_ (Seal)  
Name:

-----  
Notary Public

\_\_\_\_\_  
Name: \_\_\_\_\_ (Seal)



\_\_\_\_\_, 2001

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_, \_\_\_\_\_

Dear Sirs:

Please cancel the above referenced policy effective \_\_\_\_\_. The Westwinds Group, L.C. will be managing our property and will replace this policy with a policy written by:

MABEL C. BRYANT INSURANCE AGENCY  
14351-B TORREY CHASE BLVD.  
HOUSTON, TEXAS 77014-1632

Please mail any refunds to \_\_\_\_\_

C/o The Westwinds Group  
P.O. Box 683271  
Houston, Texas, 77268-3271

Thank you for your expedient assistance in this matter.

Sincerely,

# CHECKLIST FOR ACQUISITIONS

**PROPERTY ADDRESS** \_\_\_\_\_

## CONTRACT PHASE

- Earnest Money Contract Or Lease With Option To Purchase
- Seller's Disclosure
- Lead Based Paint Addendum if built before 1978
- Water District (MUD) Notice
- Request for Mortgage Information Letter
- General Authorization To Release Information
- General Warranty Deed
- Open Title
- Order Mortgage Information Letter
- Is An Affidavit Of Memorandum necessary? (Yes Or No)

## CLOSING PHASE

- Land Trust Agreement (Who is Beneficiary? - Seller or Us)
- Assignment Of Beneficial Interest if necessary to \_\_\_\_\_
- Power Of Attorney if necessary
- Assignment Of Escrows and Insurance Proceeds if necessary
- Cancellation of Existing Insurance Letter
- Order Insurance/Quotes
- Review Existing Insurance and transfer to our agent if necessary
- Immediately** notify canceled Insurance Co. to send **US** the Refund Check (send copy of the Assignment of Escrow and Insurance)
- Due On Sale Disclosure if necessary
- Investor Note and Deed of Trust if necessary:    Investor \_\_\_\_\_  
Amount \_\_\_\_\_ Term \_\_\_\_\_ Interest Rate \_\_\_\_\_
- General Warranty Deed if necessary
- Management Letter if not fully Assumed by us
- Add New Mortgage Payments to Scheduled Transactions
- Turn On Utilities
- Letters Regarding Change Of Mgmt/Ownership To Homeowners Association, Appraisal District, Mortgage Co.
- Make sure all documentation is in the Property Folder and put in file cabinet

# CHECKLIST FOR SALES TRANSACTIONS: NEW LOAN

PROPERTY ADDRESS: \_\_\_\_\_

## APPLICATION PROCESS:

- Credit Application
- Application Receipt Agreement (certified funds only)
- Order Credit Report
- Verify Job, Rental History, Credit Report

## CONTRACT DOCUMENTS:

- Earnest Money Contract
- Seller's Disclosure
- Lead Based Paint Addendum if built before 1978
- Water District (MUD) Notice

## LOAN AND CLOSING PROCESS

- Open Title
- Send Buyer to Mortgage Company
- Constant Follow-Up on Loan Process through Closing every 3-4 days**
- Receive and Review Title Commitment
- Make Sure All Utilities are on for Inspections/Appraisal
- Order Termite Report (Report only good for 30 Days)
- Verify Mortgage/Lien Payoff Information
- Prepare or Order Release Of Liens
- Payoff Investor Or Substitute Collateral (Change In Computer)
- Schedule Closing
- Remove Paid-Off Liens From Scheduled Transaction Payments
- Cancel Insurance-Look For Refund
- Turn Off All Utilities After Closing
- Check Into Escrow Account Refund-Look For Refund
- Remove Signs And Pick Up Lockbox
- Cancel Lawn Or Pool Service If Necessary
- Terminate All Advertising, Update MLS Listing
- Thank You Letter To Buyer with small gift

**Consignment of Interest**

I, \_\_\_\_\_,  
authorize THE WESTWINDS GROUP, L.C., to negotiate with my insurance company:

\_\_\_\_\_ to effect a fair and equitable claim for the damage at:

\_\_\_\_\_ due to \_\_\_\_\_ on, or about \_\_\_\_\_

Authorization effective date \_\_\_\_\_

When settlement of claim is approved, the owner agrees to contract for repair or replacement with THE WESTWINDS GROUP, L.C. The contract price will be calculated in the same manner as the insurance settlement.

This agreement give THE WESTWINDS GROUP, L. C.. authorization to handle all negotiations with the above mentioned insurance company, and to be included as the payee on any loss payable drafts.

THE WESTWINDS GROUP, L.C. agree to act in the best interest of the homeowner in obtaining property damage adjustments, but in no way bears any liability for such damage or acts as my legal representation.

I have hired these agents to avoid the inconvenience and paperwork associated with the claims process and I request you honor my wishes in this regard by dealing with THE WESTWINDS GROUP, L.C. in arriving at the value of my loss.

Property Owner(s): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_ Agent #: \_\_\_\_\_ Claim # \_\_\_\_\_

Mortgage Co: \_\_\_\_\_ Loan #: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

The State Of \_\_\_\_\_ >>  
County Of \_\_\_\_\_ >>

**CONTRACT FOR DEED**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ Address \_\_\_\_\_ of the State of \_\_\_\_\_, hereinafter called "Seller" and \_\_\_\_\_ Address \_\_\_\_\_ State of \_\_\_\_\_, hereinafter called "Buyers," upon the terms and conditions set forth herein.

1. Purchase and Sale. The Seller agrees to sell to Buyers, and Buyers agree to Purchase from Seller the following described real property (hereinafter referred to as "the Property") together with all improvements thereon situated in the County/Township of \_\_\_\_\_ and State of \_\_\_\_\_, to-wit:

(Legal Description)

This conveyance is made subject to any easements, conditions and/or restrictions of record affecting the title to the hereinbefore-described property.

2. Purchase Price. The Buyers promise to pay to Seller or Seller's order the purchase price as detailed in the attached Schedule (A).
3. Risk of Loss and Insurance. Buyer assumes all hazards of damage to or destruction of any improvements now on the Property or hereafter to be placed thereon. Until full payment of the purchase price and delivery of the Warranty Deed as hereinafter provided, the premises are to be insured to at least the amount of the purchase price against loss or damage by fire, explosion, riot, riot attending a strike, civil commotion, air craft, vehicles and smoke, with Buyers to pay the premiums therefore.
4. Taxes. Buyers agree to pay all taxes assessed and to be assessed against the Property and any improvements or personality now or hereafter placed thereon.
5. Escrow for Insurance and Taxes. Buyers shall pay Seller monthly, a sum equal to 1/12 of the real estate taxes and insurance premiums. On or before the anniversary date of the Contract, each year, Buyers shall provide to Seller, at their sole cost, proof that the taxes have been paid and that appropriate insurance is in force.
6. Good Condition and Repair. Until full payment of the purchase price and delivery of the Warranty Deed as hereinafter provided, Buyers agree to maintain the premises covered hereby and all improvements located thereon at Buyers' sole cost and keep them in good repair and condition.
7. Personal Injury. Seller is not to be liable to Buyers or Buyers' agents or invitees, or any other person whomever for any injury to person or damage to property on or about the premises covered hereby for any reason whatsoever, and Buyers agree to indemnify Seller and hold Seller harmless from any loss arising out of any such damage or injury.
8. Right of Inspection. Buyers agree that full inspection of the Property has been made and that neither the Seller nor Seller's heirs, representatives, or assigns shall be held to any covenant respecting the condition of any improvements on the Property nor to any agreement for alteration, improvement, or repairs, unless the covenant or agreement relied upon is in writing and attached to and made a part of this agreement.
9. Conveyance on Full Payment. On payment of the full amount of the purchase price and full compliance with the terms hereof, Seller agrees to execute and deliver to Buyers, a Warranty Deed conveying good and marketable title to the property free and clear of all liens and encumbrances that may have been created by Seller against the Property subject only to the restrictive covenants

- and easements of record, if any existing as of this date against the Property, as well as the present existing zoning ordinances.
10. No Future Easements by Seller. It is understood and agreed that during the term of this Contract, Seller shall not without first having obtained the consent of Buyers in writing, grant any easement in, over or under the Property, or agree to any change in the present building and zoning ordinances.
  11. Assignment by Buyers. Buyer may assign this contract or resale the property upon condition that all monthly payments remain the responsibility of the Buyer unless otherwise released by the Seller.
  12. Events of Default. The following events shall be deemed to be events of default by Buyers under this agreement:
    - a) Failure of Buyers to make any payment of the purchase price or payments of interest as hereinabove provided at the time the same shall fall due.
    - b) Failure of Buyers to perform promptly, any covenant or agreement provided herein.
    - c) Insolvency of Buyers, or transfer by Buyers in fraud of creditors, or any assignment by Buyers for the benefit of Buyers' creditors.
    - d) Filing by Buyers of a petition under any section of chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States of and State thereof; or judgment of Buyer's bankruptcy or insolvency in proceedings filed against Buyers there under.
    - e) Appointment of a receiver or trustee for all or substantially all of the assets of Buyers in the event of Bankruptcy.
  13. Seller's Remedies on Default. On the occurrence of any of the events of default specified in Paragraph 12 of this agreement, Seller shall have the option to either of the following remedies without any notice or demand:
    - a) To declare the entire unpaid debt, together with all interest accrued thereon, immediately due and payable, and by appropriate action, in law or in equity, proceed to enforce collection thereof; or
    - b) To terminate the agreement and retain as liquidated damages any and all payments thereto fore made hereunder by Buyers, to compensate Seller for the breach of this Contract and for rental and deterioration of the Property. If Seller elects this remedy, Buyers shall immediately surrender the premise to Seller; if Buyers fail to do so, Buyers shall from and after the termination of this Contract be tenants at will of Seller, and Seller shall be entitled to bring an action for forcible Detainer of the Property.
  14. Other Rights and Remedies Available to Seller. Notwithstanding the language contained in paragraph 13 of this agreement, it is agreed that Seller may elect to bring an action or actions on any intermediate overdue installment or on any payment or payments made by Seller and repayable by Buyers. It is stipulated that the covenant to pay intermediate installments, or to pay items repayable by Buyers, is independent of the covenant to make a deed, and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. It is also stipulated that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by Seller of any default on the part of Buyers shall be construed as a waiver of any subsequent default.
  15. Payments by Certified Funds. In the event that any payments made by Buyers hereunder are by check and the check given in payment therefore is returned by Buyers' bank for any reason unpaid, Seller may at Seller's option demand that all future payments be made by certified funds.
  16. Rights and remedies Seller and Specified in Contract. No right or remedies given to Seller under this agreement shall be construed to deprive Seller of any rights or remedies otherwise given by law or equity.
  17. Residential Property. Notwithstanding the language contained in Paragraph 13 of this agreement, it is agreed that if the Property is used or is to be used as the Buyers' residence, Seller shall give notice to Buyers of Seller's intention to enforce a forfeiture of the interest or an acceleration of the debt, or both.
  18. Attorney's Fees. If, on account of any breach or default by Seller or Buyers of the obligations to the other under the terms, covenants, and conditions of this agreement, it shall become necessary



**Schedule A Price and Additional Agreements**

PURCHASE PRICE. Purchaser agrees to pay Seller, as the full purchase price for the Property the sum of Eighty-Five Thousand dollars and no cents (\$ 82,000.00) payable as follows:

1) \$82,000.00 under the following terms, together with interest on the unpaid principal balance at the rate of (7.913%) per annum, amortized over 30 years with a balloon payment due of any remaining unpaid balance in 10 years on the date of December 1, 2009, payments shall be in installments of not less than \$596.73 per month, including principal and interest, beginning on January 1, 2000 and on the 1<sup>st</sup> day of each and every month thereafter until principal and interest have been paid in full. Each installment, when received by Seller, shall be credited first to the payment of the interest on the then remaining principal balance of the purchase price due to the date of receipt of the installment, then to the reduction of the unpaid principal balance of the purchase price, and the interest on the amount so credited to payment on the principal balance of the purchase price shall thereof cease. The payments shall include an additional amount as may from time to time be increased to escrow for the payment of the ad valorem taxes and hazard insurance on the above described property. As of the signing of this contract, the escrow amount to be added to each payment is \$293.23.

2) A late charge of 5% of the monthly payment will be charged to the Buyer on payment not received or postmarked by the \_10<sup>th</sup> day of the month in which the payment is due.

3) Purchase price shall include all permanently attached fixtures and personal properly existing on subject property and owned by Seller all in their present "as is" condition at the execution of this Sales Contract.

4) Additional agreements:

Date \_\_\_\_\_

Seller \_\_\_\_\_ Seller \_\_\_\_\_

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_



# SALES CONTRACT FOR PURCHASE & SALE OF REAL ESTATE

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ by and between

\_\_\_\_\_

hereinafter known as the "Seller" whose address is

\_\_\_\_\_

and

\_\_\_\_\_

hereinafter known as the "Buyer" whose address is

\_\_\_\_\_

1. THE PROPERTY. The parties hereby agree that the Seller agrees to sell and the Buyer agrees to buy the following property, located in and situate in the County of \_\_\_\_\_, State of \_\_\_\_\_, to wit:

## EXACT LEGAL DESCRIPTION TO FOLLOW

Also known by street and address as

\_\_\_\_\_

The sale shall also include the following personal property:

**anything not specifically included will be excluded, whether or not affixed to the property or structures. Seller makes no warranties, express, implied or for any particular purpose about the property, property value, improvements, building or structures, the neighborhood, the appliances, roof, plumbing, heating and/or ventilation systems. Buyer takes the property and everything in or on it in its present 'as is' condition."**

2. PURCHASE PRICE. The total purchase price to be paid by Buyer will be \$ \_\_\_\_\_ payable as follows:

Non-refundable earnest money deposit (see below) \$ \_\_\_\_\_

Balance due at closing in cash or certified funds	\$ _____
Owner financing from seller (see below)	\$ _____
New loan (see below)	\$ _____
Assumption of existing loan with _____	\$ _____

In the event that buyer is required to obtain a new loan from a lending institution or bank, seller shall not be obligated to reduce the purchase price if appraiser does not appraise the property in an amount equal to the purchase price.

3. EARNEST MONEY. Earnest money must be paid in cash or certified funds, which will be held in escrow by seller or escrow agent of seller's choice. Upon default of this agreement, seller shall retain earnest money as liquidated damages.

4. SELLER CARRY FINANCING. In the event part of the purchase price is to be satisfied by seller financing, buyer shall provide seller with buyer's complete financial and credit information for seller's approval. Within \_\_\_\_\_ hours after receipt of such information, Seller may terminate this contract and refund buyer's earnest money if, in seller's sole opinion, buyer's creditworthiness and/or financial ability is not sufficient.

Buyer agrees to execute a FNMA promissory note and security deed prepared by seller's agent to secure performance of payment. Such security deed shall contain a "due-on-sale" provision.

5. ASSUMPTION OF EXISTING LOAN. In the event part of the purchase price is to be satisfied by buyer assuming existing financing, buyer shall make any application, execute documents and/or provide such information as necessary to satisfy the holder of the security deed securing said indebtedness. Buyer agrees to pay all fees and charges imposed by said security deed holder in connection with the assumption of said security deed. If the actual loan balance of the existing loan is less than as stated above, purchaser shall pay the difference in cash at closing; if the actual loan balance is more than as stated herein, then buyer's required cash payment shall be reduced accordingly. In the event that said indebtedness is assumed by the buyer without releasing the seller, the buyer agrees to refinance said security deed within \_\_\_\_\_ years of closing.

6. SETTLEMENT. Settlement will held be on \_\_\_\_\_, 20\_\_\_\_, time being of the essence, at a time and place designated by seller. Closing agent will be \_\_\_\_\_.

At closing, buyer shall pay all costs in transferring title.

The following Items will be prorated at closing:

Mortgage insurance     Property taxes     PMI Insurance     Hazard insurance  
 Homeowner's association dues     Rents     Other \_\_\_\_\_

Seller agrees to convey title by limited warranty deed. In the event that an abstract of title issued by the title company reveals defects in title, seller shall have the option of curing said title or canceling this agreement. Upon cancellation, seller shall return buyer's deposit.

Seller agrees to deliver possession of the property within \_\_\_\_\_ days of closing.

7. NOT ASSIGNABLE. This agreement is not assignable by the buyer.

8. EXECUTION IN COUNTERPARTS. This agreement may be executed in counterparts

and by facsimile signatures. This agreement shall become effective as of the date of the final signature.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

After recording return to:

Insert Your Mailing Address Here

### DEED MODIFICATION AGREEMENT

This modification agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Owner of Property, hereinafter referred to as "Grantor" and Deed Holder Name, hereinafter referred to as "Grantee".

Whereas, Grantor executed and delivered to Grantee a Note in the original principal amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), dated \_\_\_\_\_, and a Warranty Deed of even date therewith conveying certain property known as \_\_\_\_\_, State, Landlot \_\_\_\_\_, District \_\_\_\_\_ of \_\_\_\_\_ County, as security therefore recorded in \_\_\_\_\_ County, State records, and

Whereas, said Note and Warranty Deed provide for maturity of the indebtedness on \_\_\_\_\_, 20\_\_\_\_. And the parties wish to extend such maturity until \_\_\_\_\_, 20\_\_\_\_, and reduce the principal amount,

Now, therefore, for and in consideration of the premises and of \$1.00 in hand paid by Grantor to Grantee, the receipt and sufficiency of which being hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The maturity date of the aforesaid Note and Warranty Deed is hereby extended to \_\_\_\_\_, 20\_\_\_\_ at which time all principal and accrued interest, if not sooner paid shall be due and payable.
2. The principal amount of the aforesaid Note and Warranty Deed will be reduced, due to a principal paydown, the new principal amount is \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
3. Except as modified hereby, all terms and conditions set forth in Note and Warranty Deed shall be unchanged, and said instruments shall remain in full force and effect.

Wherefore, the parties hereto have set their hands, and seals on the day and year first set forth above.

AS TO GRANTOR:  
Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Property Owner Name (SEAL)

\_\_\_\_\_  
Notary Public

AS TO GRANTEE:  
Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Deed Holder Name (SEAL)

\_\_\_\_\_  
Notary Public

# Down Payment Installment Agreement

Tenant's Name:

Property Address:

Date:

Tenant move in date:

The Tenant has given the Management Company of this property \$\_\_\_\_\_ as an initial non refundable option consideration amount. Management and Tenant hereby agree that Tenant will pay an additional sum of \$\_\_\_\_\_ due monthly for a term of \_\_\_\_\_ concurrent months to Management under the down payment installment plan. Management shall apply additional monthly sum towards the remainder of the option consideration balance of \$\_\_\_\_\_ until Tenant possesses an eventual option consideration balance of \$\_\_\_\_\_.

**This money is for the Tenant's non refundable option consideration and is NOT extra fees above the agreed upon rent for this unit!**

Tenant has elected to purchase a 12 month exclusive option on the above referenced property. Tenant's failure to pay the additional monthly sum on time shall constitute breach and will result in cancellation of the option agreement, and that ALL OPTION MONIES WILL BE FORFEITED BY TENANT. Tenant's right to exercise the option is also subject to the Tenant being in compliance with all the terms of the Lease. int.\_\_\_\_\_

Initial Option Payment Amount:

Start Date and Terms of Additional Payments:

Ending Date:

End Option Consideration Balance:

---

Tenant/Date

---

Management/Date



GIFT LETTER

TO WHOM THIS MAY CONCERN:

This is to certify that I/we \_\_\_\_\_ hereby give to  
(donor/s)

my/our \_\_\_\_\_,  
(relationship) (name of recipient)

the sum of \$ \_\_\_\_\_ in order to aid in the purchase of a home. This sum is given

freely as a gift and no repayment of any kind will be accepted. The funds have been/will be given

to \_\_\_\_\_ on \_\_\_\_\_.  
(name of recipient) (date)

\_\_\_\_\_  
(Signature of donor) (Donor's bank)

\_\_\_\_\_  
(Address) (Address)

\_\_\_\_\_  
(City) (State) (Zip) (City) (State) (Zip)

\_\_\_\_\_  
(Phone number) (Account number)

RECEIPT OF FUNDS

We hereby state that we received a gift of \$ \_\_\_\_\_ from \_\_\_\_\_  
(name of donor/s)

and have deposited this amount in account \_\_\_\_\_ at \_\_\_\_\_  
(number) (name of depository)

\_\_\_\_\_  
(Recipient) (Recipient)

\_\_\_\_\_

(Date)

(Date)



**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0265

<b>B. Type of Loan</b>					6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.					
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.						

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.\*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:

G. Property Location:	H. Settlement Agent:	
	Place of Settlement:	I. Settlement Date:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	( )	602. Less reductions in amt. due seller (line 520)	( )
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower		603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$	@	% =			
Division of Commission (line 700) as follows:					
701. \$		to			
702. \$		to			
703. Commission paid at Settlement					
704.					
<b>800. Items Payable In Connection With Loan</b>					
801. Loan Origination Fee		%			
802. Loan Discount		%			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
<b>900. Items Required By Lender To Be Paid In Advance</b>					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for			months to		
903. Hazard Insurance Premium for			years to		
904.			years to		
905.					
<b>1000. Reserves Deposited With Lender</b>					
1001. Hazard insurance	months @ \$		per month		
1002. Mortgage insurance	months @ \$		per month		
1003. City property taxes	months @ \$		per month		
1004. County property taxes	months @ \$		per month		
1005. Annual assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
<b>1100. Title Charges</b>					
1101. Settlement or closing fee		to			
1102. Abstract or title search		to			
1103. Title examination		to			
1104. Title insurance binder		to			
1105. Document preparation		to			
1106. Notary fees		to			
1107. Attorney's fees		to			
(includes above items numbers: )					
1108. Title insurance		to			
(includes above items numbers: )					
1109. Lender's coverage		\$			
1110. Owner's coverage		\$			
1111.					
1112.					
1113.					
<b>1200. Government Recording and Transfer Charges</b>					
1201. Recording fees: Deed \$		; Mortgage \$		; Releases \$	
1202. City/county tax/stamps: Deed \$		; Mortgage \$			
1203. State tax/stamps: Deed \$		; Mortgage \$			
1204.					
1205.					
<b>1300. Additional Settlement Charges</b>					
1301. Survey		to			
1302. Pest inspection to					
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

# THE WESTWINDS GROUP, L.C.

## Landlord's Rules and Regulations

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### REGARDING THE PROPERTY LOCATED AT \_\_\_\_\_

**NOTICE:** These rules and regulations are being given to assist in explaining Landlord's policies and requirements. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Tenant agrees to comply with these rules and regulations as they may be amended. Any Exceptions or waivers must be authorized by Landlord in writing. These rules and regulations are in addition to any provisions as written in the Residential Lease Agreement.

- A. Tenant will immediately turn on all utilities in their own name as required. Landlord will not be responsible for utilities and will turn off utilities effective with the commencement date of the lease agreement. Tenant will be responsible for utilities beginning with the commencement date and will reimburse Landlord for any utility costs incurred after the commencement date of the lease.
- B. Landlord has a strict collection policy for the non-payment of rent. Rent is due on the first of each month, and will be accepted until the fourth of each month with no penalty. However, if payment has not been received by the first (1<sup>st</sup>) of the month, you will be in DEFAULT and Landlord will immediately send a "3-DAY NOTICE TO VACATE THE PROPERTY FOR NON-PAYMENT OF RENT" to protect Landlord's property rights. Landlord may accept rent **after the fourth of the month, which must be paid by auto-draft, cashier's check, or money order only.** Landlord will continue all legal courses of action to terminate the lease and gain possession of the Property in the event rent is not received or accepted. In addition to any rent owed, tenant will also be responsible for any court fees, attorney fees, or other costs of collection plus the late fees as described in the lease. Landlord highly recommends Tenant enroll in the Auto-Draft Payment Program to have all rent payments debited directly from Tenants bank account on the last day of each month for the following month's rent.
- C. Tenant will abide by all Homeowner's Association requirements and will keep property neat with lawn mowed and edged. Tenant will not store personal items like trailers, trashcans, etc. outside where they can be seen from the street. If Homeowner's Association sends a deed restriction letter regarding the property, tenant will comply immediately with request or Landlord will take corrective action and charge tenant cost plus \$50.00 for handling, unless said violation is out of tenant's control, then Landlord will take corrective action and tenant will be responsible solely for the repair deductible as described in the lease agreement.
- D. It is tenant's duty to keep the property clean and in good condition by making minor repairs to property as needed. Tenant will notify Landlord of any repair needed that will cost in excess of \$100.00 so Landlord may schedule the repair as may be required. Tenant will be responsible for the repair deductible as shown in the lease, and Landlord will be responsible for the balance of the cost of the repair, unless the repair is caused by negligence or abuse, then tenant will be responsible for the entire cost of the repair. Under no circumstances will Landlord be responsible for the cost of the repair if tenant has repair made without written authorization from Landlord or without using contractors from Landlord's approved list. In this event, tenant will be fully responsible for any and all costs. Repairs will generally be scheduled during normal business hours, Monday thru Friday, between 8:00 am and 5:00 pm. Tenant or tenant's representative needs to be at the property during repairs.
- E. No animals may be brought or kept on the property unless a fully executed Pet Addendum is made part of the Lease. If tenant violates the pet restrictions they will be charged additional rent for each unauthorized pet as described in the lease. The standard charge is \$10.00/day for each unauthorized pet.
- F. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- G. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of a neighbor.
- H. Landlord has hazard insurance on the Property that covers the dwelling but does not cover the tenant's personal items. Tenant is encouraged to get Renter's Insurance to cover personal items and personal liability. Tenant may contact Landlord's insurance agent (Mabel Bryant Insurance at 281-397-7899) or an insurance agent of their choice to secure such insurance.
- I. If tenant is notified by Landlord in writing of the different options for lease renewal, tenant must notify Landlord of their choice within 10 days of receipt or Landlord will assume tenant does not want to continue tenancy. If Landlord does not receive written confirmation of tenant's choice for renewal, tenant agrees to pay the month-to-month lease rate if tenant continues to reside in the property after the termination of the current lease term.
- J. Upon termination of the lease, tenant will leave Property clean and ready to move-in for the next tenant. Tenant will be responsible for any required repairs to Property. Tenant's security deposit refund will be handled as described in the lease.

Acknowledged Receipt by: \_\_\_\_\_ (Tenant) on \_\_\_\_\_ (Date)

Acknowledged Receipt by: \_\_\_\_\_ (Tenant) on \_\_\_\_\_ (Date)

## PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

### \*Simple Steps To Protect Your Family From Lead Hazards\*

If you think your home has high levels of lead:

- \* Get your young children tested for lead, even if they seem healthy.
- \* Wash children's hands, bottles, pacifiers, and toys often.
- \* Make sure children eat healthy, low-fat foods.
- \* Get your home checked for lead hazards.
- \* Regularly clean floors, window sills, and other surfaces.
- \* Wipe soil off shoes before entering house.
- \* Talk to your landlord about fixing surfaces with peeling or chipping paint.
- \* Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- \* Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- \* Don't try to remove lead-based paint yourself.

### ARE YOU PLANNING TO BUY, RENT, OR RENOVATE A HOME BUILT BEFORE 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work.

If you want more information on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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IMPORTANT!

\*Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly\*

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

LEAD GETS IN THE BODY IN MANY WAYS

\*1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.\*

\*Even children who appear healthy can have dangerous levels of lead.\*

People can get lead in their body if they:

\* Put their hands or other objects covered with lead dust in their mouths.

\* Eat paint chips or soil that contain lead.

\* Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

\* Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

\* Children's growing bodies absorb more lead.

\* Children's brains and nervous systems are more sensitive to the damaging effects of lead.

#### Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- \* Damage to the brain and nervous system
- \* Behavior and learning problems (such as hyperactivity)
- \* Slowed growth
- \* Hearing problems
- \* Headaches

Lead is also harmful to adults. Adults can suffer from:

- \* Difficulties during pregnancy
- \* Other reproductive problems (in both men and women)
- \* High blood pressure
- \* Digestive problems
- \* Nerve disorders
- \* Memory and concentration problems
- \* Muscle and joint pain

\*Lead affects the body in many ways.\*

#### CHECKING YOUR FAMILY FOR LEAD

\*Get your children tested if you think your home has high levels of lead.\*

A simple blood test can detect high levels of lead. Blood tests are important for:

- \* Children who are 6 months to 1 year old (6 months if you live in an older home that might have lead in the paint).
- \* Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

#### WHERE LEAD-BASED PAINT IS FOUND

\*In general, the older your home, the more likely it has lead-based paint. \*

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing. Lead can be found:

\* In homes in the city, country, or suburbs.

\* In apartments, single-family homes, and both private and public housing.

\* Inside and outside of the house.

\* In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars.)

#### WHERE LEAD IS LIKELY TO BE A HAZARD

\*Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.\*

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- \* Windows and window sills.
- \* Doors and door frames.
- \* Stairs, railings, and banisters.
- \* Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see below) to find out about soil testing for lead.

#### CHECKING YOUR HOME FOR LEAD HAZARDS

\*Just knowing that a home has lead-based paint may not tell you if there is a hazard.\*

You can get your home checked for lead hazards in one of two ways, or both:

\* A paint inspection tells you the lead content of every painted

surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.

\* A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see below).

Trained professionals use a range of methods when checking your home, including:

- \* Visual inspection of paint condition and location.
- \* Lab tests of paint samples.
- \* Surface dust tests.
- \* A portable x-ray fluorescence machine.

Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

#### WHAT YOU CAN DO NOW TO PROTECT YOUR FAMILY

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- \* If you rent, notify your landlord of peeling or chipping paint.
- \* Clean up paint chips immediately.
- \* Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- \* Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- \* Wash children's hands often, especially before they eat and before nap time and bed time.
- \* Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- \* Keep children from chewing window sills or other painted surfaces.
- \* Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- \* Make sure children eat nutritious, low-fat meals high in iron



and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

#### HOW TO SIGNIFICANTLY REDUCE LEAD HAZARDS

\*Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.\*

\*Always use a professional who is trained to remove lead hazards safely.\*

In addition to day-to-day cleaning and good nutrition:

\* You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.

\* To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems--someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see below) for help with locating qualified contractors in your area and to see if financial assistance is available.

#### REMODELING OR RENOVATING A HOME WITH LEAD-BASED PAINT

\*If not conducted properly, certain types of renovations can release lead from paint and dust into the air.\*

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

\* Have the area tested for lead-based paint.

\* Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

\* Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at

least completely seal off the work area.

\* Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined above in this brochure.

#### OTHER SOURCES OF LEAD

\*While paint, dust, and soil are the most common lead hazards, other lead sources also exist.\*

\* Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

\* Use only cold water for drinking and cooking.

\* Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

\* The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.

\* Old painted toys and furniture.

\* Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.

\* Lead smelters or other industries that release lead into the air.

\* Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.

\* Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

#### FOR MORE INFORMATION

The National Lead Information Center

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning.

For other information on lead hazards, call the center's

clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456 (FAX: 202-659-1192, Internet: EHC@CAIS.COM).

#### EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

#### Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.

#### STATE HEALTH AND ENVIRONMENTAL AGENCIES

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number
Alabama	(205) 242-5661
Alaska	(907) 465-5152
Arkansas	(501) 661-2534
Arizona	(602) 542-7307
California	(510) 450-2424
Colorado	(303) 692-3012
Connecticut	(203) 566-5808
Washington, DC	(202) 727-9850
Delaware	(302) 739-4735
Florida	(904) 488-3385
Georgia	(404) 657-6514
Hawaii	(808) 832-5860
Idaho	(208) 332-5544
Illinois	(800) 545-2200
Indiana	(317) 382-6662
Iowa	(800) 972-2026
Kansas	(913) 296-0189
Kentucky	(502) 564-2154
Louisiana	(504) 765-0219
Massachusetts	(800) 532-9571
Maryland	(410) 631-3859
Maine	(207) 287-4311
Michigan	(517) 335-8885
Minnesota	(612) 627-5498
Mississippi	(601) 960-7463
Missouri	(314) 526-4911
Montana	(406) 444-3671
Nebraska	(402) 471-2451
Nevada	(702) 687-6615
New Hampshire	(603) 271-4507
New Jersey	(609) 633-2043
New Mexico	(505) 841-8024

New York	(800)	458-1158
North Carolina	(919)	715-3293
North Dakota	(701)	328-5188
Ohio	(614)	466-1450
Oklahoma	(405)	271-5220
Oregon	(503)	248-5240
Pennsylvania	(717)	782-2884
Rhode Island	(401)	277-3424
South Carolina	(803)	935-7945
South Dakota	(605)	773-3153
Tennessee	(615)	741-5683
Texas	(512)	834-6600
Utah	(801)	536-4000
Vermont	(802)	863-7231
Virginia	(800)	523-4019
Washington	(206)	753-2556
West Virginia	(304)	558-2981
Wisconsin	(608)	266-5885
Wyoming	(307)	777-7391

#### EPA REGIONAL OFFICES

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

#### EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
John F. Kennedy Federal Building  
One Congress Street  
Boston, MA 02203  
(617) 565-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)  
Building 5  
2890 Woodbridge Avenue  
Edison, NJ 08837-3679  
(908) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)  
841 Chestnut Building  
Philadelphia, PA 19107  
(215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
345 Courtland Street, NE  
Atlanta, GA 30365  
(404) 347-4727

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)  
First Interstate Bank Tower  
1445 Ross Avenue, 12th Floor, Suite 1200  
Dallas, TX 75202-2733  
(214) 665-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska)  
726 Minnesota Avenue  
Kansas City, KS 66101  
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah,  
Wyoming)  
999 18th Street, Suite 500  
Denver, CO 80202-2405  
(303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska)  
1200 Sixth Avenue  
Seattle, WA 98101  
(206) 553-1200

#### CPSC REGIONAL OFFICES

Eastern Regional Center  
6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

Central Regional Center  
230 South Dearborn Street  
Room 2944  
Chicago, IL 60604-1601  
(312) 353-8260

Western Regional Center  
600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

.

**LIMITED WARRANTY DEED**

**STATE OF GEORGIA**

**COUNTY OF \_\_\_\_\_**

**This Indenture** made this \_\_\_\_\_ day of \_\_\_\_\_ **20**\_\_\_\_\_ between \_\_\_\_\_ of the County of \_\_\_\_\_, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and \_\_\_\_\_ as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

**AND THE SAID** Grantor, for it's heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said Grantee, it's heirs and assigns, against the claims of all persons claiming by, through, or under Grantor herein.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal this day and year first written above.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ (Seal)

***The Pinnacle Group, LLC.***

Address, City, State, Zipcode

Phone: 254-000-0000 Fax: 254-000-0000

**To:** Your Broker / Lender  
**From:** You or your Salesperson  
**Re:** Financing (for your prospect's name)

(Name),

Can you please take a look at this application to see what kind of LTV you can do based on his score?

**Borrower:** Your prospects name

**Social Security #**123-45-6789

**Purchase Price:** \$149,500

**Down Payment:** \$8,000

**Loan Amount:** \$141,500

**Property:** 1234 Jones Street, Anywhere, Georgia 30005

I am attaching his application which authorizes you to pull his credit. Please keep in mind that he states he can afford \$1,250 per month so can you select a financing program that allows his principal and interest payment to be somewhere near that figure? Also, if he cannot get financed today, does he look like a good candidate once he has a track record of paying for 12 months?

Thanks in advance for all of your help.

You or your salesperson

# New Property/New Tenant Information

Name of Preparer \_\_\_\_\_

Property Address \_\_\_\_\_ Approximate ARV \_\_\_\_\_

## FOR NEW PROPERTIES

Name of Seller \_\_\_\_\_

Social Security No. \_\_\_\_\_

Seller's Phone Number \_\_\_\_\_

Seller's Birthdate \_\_\_\_\_

Date of Acquisition \_\_\_\_\_

All documents complete and signed? Yes or No

Name of Trustee \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Name of Lender \_\_\_\_\_

Loan Number \_\_\_\_\_

Lender Phone No. \_\_\_\_\_

Approximate Loan Balance \_\_\_\_\_

Amount of Monthly Payment on Loan \$ \_\_\_\_\_

Need to Reinstate? Yes/No (Verify Amount)

Did we assume existing insurance? Yes or No  
Need new Insurance Yes or No

Is Insurance Escrowed? Yes or No  
Do we need to get refund? Yes or No

Does Mortgage Company Know of Transfer? Yes or No

Assumable or Non-assumable?

Are Investor Notes and Deed of Trusts necessary? Yes or No

Completed or released?

Name of Investor \_\_\_\_\_

Amount of Loan \_\_\_\_\_

Date of Loan \_\_\_\_\_

Normal Monthly Payment \_\_\_\_\_

First Payment Due \_\_\_\_\_

Amount of First Payment \_\_\_\_\_

## FOR NEW TENANTS

Tenant Name \_\_\_\_\_

Term of Tenancy \_\_\_\_\_ to \_\_\_\_\_

Tenant Phone No.(s) Home \_\_\_\_\_

Work \_\_\_\_\_

Monthly Lease Payment \$ \_\_\_\_\_ Monthly Option Payment \$ \_\_\_\_\_ Total Monthly Payment \$ \_\_\_\_\_

Security Deposit/Option Down Payment \$ \_\_\_\_\_

Refundable or Non-refundable?

Prorated Amount if Any \_\_\_\_\_

Date Due \_\_\_\_\_

Repair Deductible Amount \$ \_\_\_\_\_

Late Fee Terms \_\_\_\_\_

Have Utilities been taken out of our name? Yes or No

Date Service Terminated \_\_\_\_\_

\*\*\*\*\*

Accepted by Accounting Department \_\_\_\_\_ Date Entered \_\_\_\_\_





# PRELIMINARY CREDIT INFORMATION

PROPERTY: \_\_\_\_\_ DATE: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

First

Middle

Last

Phone (h): \_\_\_\_\_ Phone (w): \_\_\_\_\_ SS#: \_\_\_\_\_

Present Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ No. of Years There: \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Current Landlord's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Position: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Supervisor's Phone: \_\_\_\_\_ How Long There: \_\_\_\_\_

Desired Length of Occupancy: \_\_\_\_\_ When can you occupy?: \_\_\_\_\_

Monthly Income Before Deductions: \$ \_\_\_\_\_ Are you a Smoker?: \_\_\_\_\_

Other Income: Real Estate, Child Support, Social Security: \$ \_\_\_\_\_

Co-Applicant's Name: \_\_\_\_\_

First

Middle

Last

Phone (h): \_\_\_\_\_ Phone (w): \_\_\_\_\_ SS#: \_\_\_\_\_

Present Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ No. of Years There: \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Current Landlord's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Position: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Supervisor's Phone: \_\_\_\_\_ How Long There: \_\_\_\_\_

Desired Length of Occupancy: \_\_\_\_\_ When can you occupy?: \_\_\_\_\_

Monthly Income Before Deductions: \$ \_\_\_\_\_ Are you a Smoker?: \_\_\_\_\_

Have you ever willfully and intentionally refused to pay rent when due?  Yes  No

Do you know of anything which may interrupt income or ability to pay rent?  Yes  No

Do you have any late payments of any kind in the past year?  Yes  No

Explain: \_\_\_\_\_

Have you ever been evicted from Tenancy?  Yes  No

Have you ever declared bankruptcy?  Yes  No If yes, when? \_\_\_\_\_

Have you ever had a repossession?  Yes  No If yes, when? \_\_\_\_\_

**PEOPLE WHO WILL BE LIVING WITH YOU:**

Name	Age	Relationship

# of Vehicles: \_\_\_\_\_ Any pets?  Yes  No How many? \_\_\_\_\_ Type: \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Checking Acct. #: \_\_\_\_\_

Savings Acct. #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Approximate Cash available for deposit/closing: \$ \_\_\_\_\_

Current Monthly Payments: Monthly Remaining Balance

Rent/Mortgage \$	_____	\$ _____
Utilities	_____	
Car Payment	_____	\$ _____
Child Support	_____	
Credit Cards	_____	\$ _____
Student Loan	_____	\$ _____
TOTAL \$	_____	

**Previous Credit References:**

Name	Address	Limit	Acct. #

Nearest Relative Not Living With You: Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ How related? \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS INFORMATION HAS BEEN GIVEN TO HELP EVALUATE MY CREDIT SITUATION IN AN ATTEMPT TO AID THE SELLER IN RECOMMENDING CONTINUANCE OF THE CONTRACT NEGOTIATIONS. ANY FALSE ANSWERS OR STATEMENTS MADE BY ME WILL BE SUFFICIENT GROUNDS FOR THE SELLER TO DISCONTINUE CONTRACT NEGOTIATIONS. I GIVE MY PERMISSION TO HAVE A CREDIT CHECK DONE ON MYSELF OR ANY OTHER PROSPECTIVE OCCUPANT AT THIS TIME OR ANY TIME IN THE FUTURE AS THE OWNER OR OWNER'S REPRESENTATIVE DEEMS NECESSARY. \$25.00 APPLICATION FEE.

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

# *Property Loan Information Verification Sheet*

Property: \_\_\_\_\_

Date Verified: \_\_\_\_\_

1. Loan Origination Date \_\_\_\_\_

2. Loan Origination Amount \_\_\_\_\_

3. Type of Loan (FHA, VA, Con, Non-Con) \_\_\_\_\_

4. Maturity date? \_\_\_\_\_

5. Current interest rate? \_\_\_\_\_

6. Current principal balance? \_\_\_\_\_

7. Current status (payments current?) \_\_\_\_\_

8. Outstanding late fees or other charges? \_\_\_\_\_

9. Date of month when payment is due? \_\_\_\_\_

10. Does it have a prepayment penalty? \_\_\_\_\_

11. Does it have a balloon? \_\_\_\_\_

12. Are Taxes & Insurance Escrowed? \_\_\_\_\_

# THE PINNACLE GROUP LLC

## PROPERTY TURNOVER SHEET

ADDRESS: \_\_\_\_\_ ZIP \_\_\_\_\_ KEY MAP \_\_\_\_\_

PROJECT ACQUISITION/START DATE: \_\_\_\_\_

COMPLETED/DATE

Turn on Electric (Phone : \_\_\_\_\_) \_\_\_\_\_

Turn on Gas (Phone : \_\_\_\_\_) -- \_\_\_\_\_

Is there a water meter? Turn on water \_\_\_\_\_

Install Lockbox \_\_\_\_\_

Replace Roof? Y\_\_\_\_ N\_\_\_\_ If yes, measure \_\_\_\_\_

Paint - Complete or Touch Up \_\_\_\_\_

Garage Doors - OK, Repair or Replace: size \_\_\_\_\_

Carpet - Replace or Clean \_\_\_\_\_

Trash Removal \_\_\_\_\_

General Cleaning - Rehab or Turnover \_\_\_\_\_

Exterminate \_\_\_\_\_

Yard \_\_\_\_\_

Re-key locks \_\_\_\_\_

Security Devices Required: \_\_\_\_\_

Drop Bolts:\_\_\_\_ Slider Pins:\_\_\_\_ Peep Holes:\_\_\_\_

Window latches:\_\_\_\_ Keyless Dead bolts:\_\_\_\_

Slider handle/bar:\_\_\_\_ Smoke Detectors needed:#\_\_\_\_

Batteries Replaced: #\_\_\_\_

Yard Sign \_\_\_\_\_

Flyers \_\_\_\_\_

Street Signs \_\_\_\_\_

Newspaper Ads \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

**QUIT-CLAIM DEED**

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord  
20\_\_\_\_, between \_\_\_\_\_ of the State of Georgia, of the first part, and  
\_\_\_\_\_, of the State of Georgia, of the second part,

**WITNESSETH:** That the said parties of the first part, for and in consideration of the  
sum of TEN (\$10.00) AND NO/100 DOLLARS, and other good and valuable consideration, in  
hand paid, the receipt whereof is acknowledged, have bargained, sold, and by these presents do  
remise, convey and forever **QUIT-CLAIM** to the party of the second part, his heirs and assigns,  
the following:

**LEGAL DESCRIPTION**

Also known as street and number: \_\_\_\_\_.

**TO HAVE AND TO HOLD** the said described premises to the said party of the second part, so  
that neither the said parties of the first part nor their heirs, nor any other person or persons  
claiming under them shall at any time, by any means or ways, have, claim or demand any right  
or title to the aforesaid described premises or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set their hands and  
their seal, the day and year above written.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

# Repair Addendum to Purchase Option

Addendum to purchase option agreement dated \_\_\_\_\_ 20\_\_\_\_\_.

Optioner \_\_\_\_\_

Optionee \_\_\_\_\_

Property Address \_\_\_\_\_

1. REPAIRS. In consideration of Optionor granting Optionee the option to purchase real property as described above under a certain Option Agreement dated \_\_\_\_\_ 20\_\_\_\_\_, the terms of which are incorporated herein by reference, the Optionee agrees to perform the following repairs or work on the property as described in the annexed exhibit "A."

2. TIMELINE FOR COMPLETION. All work shall be completed in a good and workmanlike manner on or before \_\_\_\_\_, 20\_\_\_\_\_, or as described in the annexed exhibit.

3. COMPLIANCE WITH LAWS. Optionee agrees to obtain all necessary permits required by law for said work and comply with all local, city, state and federal laws, codes and ordinances. Upon completion of work, Optionee shall execute waivers of mechanics' and materialmans' liens.

4. OPTIONEE INDEPENDENT CONTRACTOR. Optionor shall have the right to periodically inspect and approve (or disapprove) of the quality of work performed, but shall have no right to supervise the work of Optionee or the times or days which Optionee performs work. Any work performed on the premises whether by Optionee or other parties shall be as an independent contractor or agent of the Optionee and not an employee or agent of Optionor. Optionee further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will defend, indemnify and hold the Optionor and his agents free from claims of any other person or entity. All improvements to the property shall remain attached and a part of the property if Optionee does not exercise his option to purchase.

5. ACCESS TO PREMISES. Optionee shall be entitled, at reasonable hours, to have access to the premises to perform the work, but this shall constitute a limited license and not an occupancy agreement. In the event that Optionee attempts to occupy or move into the premises, the Option shall be forfeited and Optionee shall be considered an illegal occupant and evicted accordingly.

6. CONSIDERATION. The performance of work as described herein shall constitute non-refundable option consideration in the amount \$\_\_\_\_\_. Optionee shall not be paid in cash or other manner, whether or not the Option is exercised. Optionee agrees and understands that this consideration may be considered income under federal, state or city income tax and that Optionor may report this information to the Internal Revenue Service and State Department of Revenue as income paid.

Additional Provisions:

Dated:

---

Optionee

---

Optionee

---

Optionor



**SATISFACTION OF Deed of Trust**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, referred to as HOLDER, is the owner of that certain Deed of Trust, executed by \_\_\_\_\_, acknowledges payment in full of the same, which was recorded at \_\_\_\_\_ Book, page \_\_\_\_\_ of the County, State of \_\_\_\_\_, and consents to the release of the property from the lien and satisfaction of the Deed of Trust on the record.

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, having being duly sworn to tell the truth, acknowledges the execution of this release of Deed of Trust for the purposes stated herein.

\_\_\_\_\_

Officer

My commission expires: \_\_\_\_\_

## Standard Real Estate Lease Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between \_\_\_\_\_ (hereinafter referred to as "Management") and \_\_\_\_\_ hereinafter referred to as "Resident"). Management rents to Resident, and Resident rents from Management, property located at:

Address: \_\_\_\_\_ City: \_\_\_\_\_, State: GA, Zip: \_\_\_\_\_, the full legal description of which is the same as recorded with the Clerk of the Superior Court of \_\_\_\_\_ County, and is made a part hereof by reference (hereinafter referred to as the "Property"), under the following terms and conditions:

**1. TERM:** The initial term of this Agreement shall be for 12 months beginning on the \_\_\_\_\_ day of \_\_\_\_\_, and terminating at **12 noon** on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Lease shall automatically extend at the option of the Resident in accordance with the extensions provided in the Option Agreement of even date for same property.

**2. RENT:** Rent in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is due monthly in advance, on the **First** day of each and every month until this Agreement is terminated.

Rental payments shall be sent to this address: \_\_\_\_\_ Management can change this address by providing new address to Resident in writing at least 30days prior to the change. Checks shall be made payable to: \_\_\_\_\_

**3. POSSESSION:** Rental unit and keys shall be made available to Resident by the first day of this lease period. If Management is unable to make unit available on the first day of this lease period, then rent will not be due from Resident until unit and keys are made available. If unit is not available within \_\_\_\_\_ days of the beginning of the lease period, then Resident shall have the right to deem this entire Agreement null and void, and shall be due a refund of any rent and security deposit paid as full liquidated damages.

**4. TIME IS OF THE ESSENCE:** Time is of the essence with this Agreement.

**5. EARLY RELEASE AND/OR RETURN OF PROPERTY:** Resident may be released from the obligation to pay the rents contained herein, **as of the last day of a rental month**, before the expiration of the initial term or any extensions by:

- (a) Giving Management a minimum of sixty (60) days **written** notice, plus
- (b) Paying all monies due through date of release, plus
- (c) Paying an amount equal to one month's rent as a release fee, plus
- (d) Returning Property in a clean, undamaged condition.

**6. CONDITION:** Management shall ensure that property is clean, and free of any and all trash, rubbish, garbage, and personal belongings prior to releasing property to Resident. Management shall further ensure that all appliances, heating and air conditioning system, plumbing and electrical systems are all in good working order. Management shall make any repairs to property prior to the beginning of this lease term. Resident accepts Property in its present AS-IS condition and acknowledges that Resident has been given a list of any existing damages to Property, given the right to inspect same, and has approved said list except as previously specified in writing to Management. Resident acknowledges receipt of the Property listed in the *Rental Inspection Report At Move-In* and accepts the Property in the condition as listed. If the Resident shall find the conditions not as listed or listed incorrectly, Resident shall deliver to Management a written statement of the discrepancies within seven (7) days after taking possession.

**7. MAINTENANCE, REPAIRS:** Resident acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Resident shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner, including all equipment and appliances therein and shall surrender the same, at the termination hereof, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for all regular maintenance and repair to the property. Management shall be responsible for repairs to roof, heating and air conditioning system, plumbing and electrical systems. Resident agrees to contact Management at ( ) \_\_\_\_\_ to report any items that need repair for which Management is responsible.

**8. ALTERATIONS:** Resident shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Property without prior written permission of Management, provided, however, that notwithstanding such

Initials \_\_\_\_\_

consent, Resident agrees that all alterations including, without limitation, any items affixed to the Property, shall become the property of Management upon the termination of this Agreement.

**9. UTILITIES:** Resident is responsible for transferring all utilities into their name and for payment of all utilities, to include water, sewage, garbage collection, cable TV, electricity, gas, local telephone service.

**10. INSURANCE:** Management shall maintain at Management's expense, a fire and damage insurance policy on said property during the entire term of this lease. Resident shall not be held responsible for fire, flood, water, sewer, acts of God or nature, vandalism, or other similar damages to said property.

**11. LEAD-BASED PAINT: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
[ ] Applicable [ ] Not applicable

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards [check (i) or (ii) below]:

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain:  
\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor [check (i) or (ii) below]:

(i) \_\_\_\_\_ Lessor has provided the Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

**Agent's Acknowledgement (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(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 they have provided is true and accurate.

_____	_____	_____	_____
Lessor:	Date	Agent	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date

**12. ASSIGNMENT OR SUBLETTING:** Resident may sub-let Property or assign this Agreement without the prior written consent of Management.

**13. FIRE OR CASUALTY DAMAGE:** If the Property is made uninhabitable by fire or other casualty, repairs shall be made with reasonable expediency by Management. Any rents for the period that the property is un-inhabitable shall be abated. This Agreement may be terminated at the sole discretion of the Resident should the property experience fire or other casualty.

**14. INDEMNIFICATION:** Management shall not be liable for any damage or injury to resident, 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

Initials \_\_\_\_\_



### Rental Inspection Report At Move-In

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Resident and Management have jointly inspected the property prior to Resident moving in and taking possession. This list is a complete and total list of any damages noted. Resident shall have a total of five (5) days to advise Management in writing of any other damages or required repairs noted. After that date, Resident accepts responsibility for any damages and repairs required, normal wear and tear excepted.

Area	Items Noted	Interior	Inspected
Exterior Walls		A/C and Heat Operating	
Exterior Doors		Kitchen	
Exterior Paint		Appliances Operating	
Lawn		Refrigerator Coils Clean	
Shrubbery		Sink - No Leaks	
AC Compressor		Bath - Master	
Interior Doors		Sink	
Interior Walls		Drains	
Interior Paint		Tub/Shower	
Living Room		Toilet	
Master Bedroom		Bath - Guest	
Guest Bedroom		Sink	
Guest Bedroom		Drains	
Guest Bedroom		Tub/Shower	
Smoke Detectors Work		Toilet	

**Any Other Items Noted:**

Resident agrees that no other problems currently exist with the property.

**Inspected By:** \_\_\_\_\_ **Resident Signature:** \_\_\_\_\_

Initials \_\_\_\_\_

Initials \_\_\_\_\_

### Rental Inspection Report At Move-In

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Resident and Management have jointly inspected the property prior to Resident moving in and taking possession. This list is a complete and total list of any damages noted. Resident shall have a total of five (5) days to advise Management in writing of any other damages or required repairs noted. After that date, Resident accepts responsibility for any damages and repairs required, normal wear and tear excepted.

Area	Items Noted	Interior	Inspected
Exterior Walls		A/C and Heat Operating	
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Exterior Paint		Appliances Operating	
Lawn		Refrigerator Coils Clean	
Shrubbery		Sink - No Leaks	
AC Compressor		Bath - Master	
Interior Doors		Sink	
Interior Walls		Drains	
Interior Paint		Tub/Shower	
Living Room		Toilet	
Master Bedroom		Bath - Guest	
Guest Bedroom		Sink	
Guest Bedroom		Drains	
Guest Bedroom		Tub/Shower	
Smoke Detectors Work		Toilet	

**Any Other Items Noted:**

Resident agrees that no other problems currently exist with the property.

**Inspected By:** \_\_\_\_\_ **Resident Signature:** \_\_\_\_\_

Initials \_\_\_\_\_





# Federal Truth-In-Lending Disclosure Statement

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Borrower(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Date: \_\_\_\_\_

<p style="text-align: center;"><b>ANNUAL PERCENTAGE RATE</b></p> <p style="text-align: center;">The cost of your credit as a yearly rate</p> <p style="text-align: center;">_____ %</p>	<p style="text-align: center;"><b>FINANCE CHARGE</b></p> <p style="text-align: center;">The dollar amount the credit will cost you</p> <p style="text-align: center;">\$ _____</p>	<p style="text-align: center;"><b>Amount Financed</b></p> <p style="text-align: center;">The amount of credit provided to you or on your behalf</p> <p style="text-align: center;">\$ _____</p>	<p style="text-align: center;"><b>Total of Payments</b></p> <p style="text-align: center;">The amount you will have paid after making all payments as scheduled.</p> <p style="text-align: center;">\$ _____</p>
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\_\_\_ **REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit

**PAYMENTS:** Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
--------------------	--------------------	-----------------------

\_\_\_ **DEMAND FEATURE:** This obligation has a demand feature

\_\_\_ **VARIABLE RATE:** This loan contains a variable rate feature. A variable rate feature has been provided earlier

**INSURANCE:** The following insurance is required to obtain credit:

\_\_\_ Credit Life Insurance and credit disability \_\_\_ Property Insurance \_\_\_ Flood Insurance

You may obtain insurance from anyone you want that is acceptable to creditor

\_\_\_ If you purchase \_\_\_ Property \_\_\_ Flood insurance from creditor you will pay \$ \_\_\_ for a one year term

**SECURITY:** You are giving a security interest in:

\_\_\_ The goods or property being purchased \_\_\_ Real property you already own

**FILING FEES:** \$ \_\_\_\_\_

**LATE CHARGE:** If a payment is more than \_\_\_\_\_ days late, you will be charged 5% of the monthly payment

**PREPAYMENT:** If you pay off early, you

\_\_\_ may \_\_\_ will not have to pay a penalty

\_\_\_ may \_\_\_ will not be entitled to a refund of part of the finance charge

**ASSUMPTION:** Someone buying your property

\_\_\_ may \_\_\_ may, subject to conditions \_\_\_ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, and required prepayment in full before the scheduled date and prepayment refunds and penalties.

**THE UNDERSIGNED ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Purchaser/Borrower

\_\_\_\_\_  
Purchaser/Borrower

## **Seller Acknowledgement, Disclosure and Addendum to Sales Contract**

I, \_\_\_\_\_ (Seller), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, have agreed in writing to sell the property located at \_\_\_\_\_ (The Property) to \_\_\_\_\_ (Buyer) and or his assigns, according to the terms and conditions contained and described in the Purchase and Sale Agreement (The Sales Agreement) of same date, a copy of which is attached . I further state as follows:

\_\_\_\_\_ 1. OWNERSHIP OF THE PROPERTY: I am the owner of The Property and am able to contract for its sale. There are neither other owners nor anyone else who has any interest in the property or who could contest the sale.

\_\_\_\_\_ 2. ACCEPTANCE OF OFFER PRESENTED: I have reviewed the terms and conditions contained in The Sales Agreement and have accepted the Buyer's offer to purchase The Property and am in absolute agreement that selling at the terms and price in the agreement are in my best interests.

\_\_\_\_\_ 3. CONSIDERATION: I have received good, adequate and valuable consideration in signing The Sales Agreement, and I acknowledge both the receipt and the sufficiency of the consideration.

\_\_\_\_\_ 4. IN MY BEST INTEREST: I am satisfied with The Sales Agreement and have agreed to sell The Property because it is in my best interest to do so. I have evaluated my situation carefully and know that selling the property with the terms and conditions outlined in The Sales Agreement is, indeed, in my very best interests.

\_\_\_\_\_ 5. I AM FULLY INFORMED AND NOT CONFUSED, DISORIENTED OR OTHERWISE IMPAIRED: I have signed The Agreement being fully informed and with sufficient understanding of all terms and conditions contained therein. I am not confused in any way, about any aspect of The Sales Agreement.

\_\_\_\_\_ 6. I AM SATISFIED WITH THE SALES PRICE: I understand I may be selling The Property for less than market value but have chosen to do so because my unique circumstances necessitate an immediate sale and even though the sale is at a discounted price, is in my best interest to do so. I am satisfied with the sales price I have negotiated.

\_\_\_\_\_ 7. THIS SALE IS ABSOLUTELY FINAL: I understand by signing The Sales Agreement, I have agreed to sell The Property to the Buyer and am now legally bound by the terms and conditions described in The Sales Agreement. I further understand that I cannot "change my mind" or the terms or try to cancel the contract at some later neither date, nor can I continue to market The Property to any other buyer, under any circumstances.

\_\_\_\_\_ 8. I UNDERSTAND THAT CONTINGENCIES MAY EXIST: I understand the sale may be contingent upon Buyer's inspection and approval of certain items described in The Sales Agreement. I further understand that if Buyer does not approve of these items after closer inspection, the Buyer may cancel The Sales Agreement and if cancelled, I must return Buyer's earnest money in full, without hesitation. I understand that The Buyer may decide not to purchase the property after all and I have agreed to give him that right to change his mind.

\_\_\_\_\_ 9. THIS IS NOT A LOAN OF ANY KIND: I understand The Sales Agreement I have signed is for the outright sale of The Property and is not intended to be a loan of any kind, on this property or for any other reason.

\_\_\_\_\_ 10. THIS AGREEMENT MAY BE ASSIGNED: I understand Buyer may assign The Sales Agreement to another buyer, person or company and I may be settling the sale with someone other than the initial Buyer. I have agreed to this and understand.

\_\_\_\_\_ 11. POSSIBILITY OF NO FORMAL SETTLEMENT: I understand Buyer may choose to complete this transaction without the use of an attorney and may record the deed and other documents himself.

\_\_\_\_\_ 12. SETTLEMENT DOCUMENTS: I understand there will most likely be additional settlement documents to sign and upon presentation, agree to sign and deliver the settlement documents either to the attorney or directly to Buyer, as Buyer may direct, in a timely manner.

\_\_\_\_\_ 13. COPIES OF THE PAPERWORK: I understand that copies of the contracts and other documents I've signed will be provided to me in a timely manner and I agree and acknowledge that circumstances may mean that copies may not be immediately available to me but will be made available to me within a reasonable period of time.

\_\_\_\_\_ 14. I ABSOLUTELY AGREE THAT THE BUYER IS ENTITLED TO PROFIT FROM THIS TRANSACTION: I understand Buyer may resell The Property and may realize a substantial profit in doing so. I agree Buyer is entitled to any profit, in any amount that may ultimately result from the subsequent resale of The Property.

\_\_\_\_\_ 15. LEGAL COUNSEL ADVISED HAS BEEN ADVISED: I agree and acknowledge Buyer has advised me to seek independent legal counsel to review The Sales Agreement. If I chose not to seek council it was a decision I made of my own accord.

\_\_\_\_\_ 16. A FINANCIAL REVIEW HAS BEEN ADVISED: I acknowledge Buyer has advised me to seek an independent financial advisor to review The Sales Agreement. If I have not sought out a financial review it was a decision I made of my own free will.

\_\_\_\_\_ 17. I AGREE THIS TRANSACTION WAS FAIRLY NEGOTIATED: I understand Buyer has negotiated on his own behalf and I have negotiated on mine. I acknowledge The Sales Agreement has been negotiated fairly and Buyer has not taken advantage of my current situation or me.

\_\_\_\_\_ 18. NO INCAPACITATING CONDITIONS: I have no physical, mental or emotional conditions or ailments that would cause in any way for me not to be able to make a rational, well thought out decision about signing The Sales Agreement.

\_\_\_\_\_ 19. I AM NOT UNDER THE INFLUENCE OF ANT MIND ALTERING SUBSTANCE: I am not now under the influence of alcohol or any other mind-altering substance or drug, legal or otherwise, nor am I taking medication that would cloud my judgment or reasoning abilities or make me unable to think clearly. I am in full control of my mental faculties.

\_\_\_\_\_ 20. NO OTHER PROMISES HAVE BEEN MADE: I have not been promised anything other than what is described in The Sales Agreement. There are no unresolved issues, no "side agreements," nor are their other terms not disclosed in The Sales Agreement. Every agreement made here has been reduced to writing.

\_\_\_\_\_ 21. I AM NOT UNDER DURESS: I am not under duress and have signed The Sales Agreement of my own free will, without any undue financial pressure. The Buyer has in no way pressured me into signing The Sales Agreement.

\_\_\_\_\_ 22. I AM FULLY SATISFIED WITH AGREEMENT: I am fully satisfied with all terms and conditions contained in The Sales Agreement and have been given every opportunity to negotiate the terms that I want.

\_\_\_\_\_ 23. SELLING SUBJECT-TO EXISTING FINANCING: If my buyer is purchasing the property subject to the existing financing, I understand that the loan payments will be made monthly but not paid off completely at this time. I understand that if my loan contains a due on sale clause there is a risk that the bank if they find out about the transfer, may call the loan due. I am proceeding with this sale in full awareness of these possible risks and have no hesitation in doing so.

\_\_\_\_\_ 24. I AM ABSOLUTELY SATISFIED WITH MY DECISION AND MY DEAL WITH MY BUYER: I have made this as my final decision to move the property and move on with my life. My buyer has been of tremendous assistance with this decision and I am grateful for his help.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Seller (Signature)

\_\_\_\_\_ Seller (Signature)

\_\_\_\_\_ Unofficial Witness (Signature)

\_\_\_\_\_ Notary Public (Signature)

The Pinnacle Group LLC

# Weekly Property Checklist

Property Address: \_\_\_\_\_

**Checked**

- 1. \_\_\_\_\_ Lockbox has key and easy to operate
- 2. \_\_\_\_\_ Signs up around area of property (5-6 signs)
- 3. \_\_\_\_\_ Sign up in front yard                      Ours or Agent's
- 4. \_\_\_\_\_ Flyers available/restocked
- 5. \_\_\_\_\_ Flyer taped to inside front window
- 6. \_\_\_\_\_ Yard mowed, edged, with no trash or newspapers – Not even a gum wrapper
- 7. \_\_\_\_\_ Landscaping trimmed and neat
- 8. \_\_\_\_\_ Mini-blinds turned open so prospects can look in window (all fully extended)
- 9. \_\_\_\_\_ All windows and doors locked
- 10. \_\_\_\_\_ AC/Heat Off or thermostat at reasonable setting based on season (AC-85', Heat-55')
- 11. \_\_\_\_\_ Vinyl floors clean, no footprints or stains
- 12. \_\_\_\_\_ Carpets clean and vacuumed
- 13. \_\_\_\_\_ Toilets and sinks clean, flushed
- 14. \_\_\_\_\_ Windows and window sills clean
- 15. \_\_\_\_\_ No dead bugs
- 16. \_\_\_\_\_ Kitchen counters, cabinets, sinks, clean
- 17. \_\_\_\_\_ Bathtubs, showers clean
- 18. \_\_\_\_\_ Shower curtains closed
- 19. \_\_\_\_\_ All lights off
- 20. \_\_\_\_\_ Closet doors closed
- 21. \_\_\_\_\_ Cable TV wires neatly rolled
- 22. \_\_\_\_\_ Property Smells new/fresh
- 23. \_\_\_\_\_ All screws, tacks, push pins, coins, etc. picked up
- 24. \_\_\_\_\_ Overall Appearance Excellent (No Distractions)
- 25. \_\_\_\_\_ Mail Box Empty
- 26. \_\_\_\_\_ No Broken Windows
- 27. \_\_\_\_\_ No Stains on ceiling

***Circle Items that Need Immediate Attention and make Comments***

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

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_