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Table of Contents

NOTICE	2
RESALE RIGHTS	2
REAL ESTATE CONTRACTS	6
LEASE	7
LEASE AGREEMENT	9
CONTRACT EMPLOYING REAL ESTATE BROKER FOR LEASE OF PROPERTY	15
CONTRACT FOR SALE AND PURCHASE	16
CONTRACT FOR PURCHASE AND SALE	20
RECEIPT FOR NON-REFUNDABLE DEPOSIT	28
ASSIGNMENT OF RENTS BY LESSOR WITH REPURCHASE AGREEMENT	29
AGREEMENT FOR EXTENSION OF LEASE	31
MANAGEMENT OF SINGLE FAMILY HOUSE	32
ASSIGNMENT OF MORTGAGE	34
MEMORANDUM OF CONTRACT FOR SALE AND PURCHASE OF PROPERTY	36
MORTGAGE ASSUMPTION AGREEMENT	38
MORTGAGE	42
ASSIGNMENT OF CONTRACT FOR PURCHASE OF REAL ESTATE	47
AGREEMENT BETWEEN OWNER AND CONTRACTOR	48
QUIT-CLAIM DEED	50
PROPERTY MANAGEMENT AGREEMENT	51
AGREEMENT FOR PERMISSION TO SUBLET	53
LEASE AGREEMENT FOR FURNISHED HOUSE	54
OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY	57
SPECIAL WARRANTY DEED	60
ASSIGNMENT OF OPTION TO PURCHASE REAL ESTATE	61
RENTAL APPLICATION	62
ASSIGNMENT OF LEASE BY LESSEE WITH CONSENT OF LESSOR	64
RENT RECEIPT	65
CONSENT OF LESSOR	66
NOTICE OF OVERDUE RENT	67
ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT	68
BALLOON MORTGAGE NOTE	69
PROMISSORY NOTE	70
STORAGE SPACE LEASE	73
PARKING SPACE LEASE	75
REAL ESTATE FORMS	76
PROPERTY EVALUATION FORM	77
MOVE IN/OUT CHECK SHEET	78
BUSINESS CONTRACTS	80

AUTOMOBILE RENTAL AGREEMENT	81
BOAT RENTAL AGREEMENT	83
JOINT VENTURE AGREEMENT	85
REVOCATION OF ELECTION UNDER INTERNAL REVENUE CODE SECTION 1362	88
MINUTES OF THE ANNUAL MEETING OF SHAREHOLDERS OF	89
ARTICLES OF INCORPORATION OF	91
WAIVER OF NOTICE OF FIRST MEETING OF THE SHAREHOLDERS	94
RATIFICATION OF MINUTES OF THE FIRST MEETING OF THE BOARD OF DIRECTORS	95
APPLICATION FOR RESERVATION OF CORPORATE NAME	96
S CORPORATION - SHAREHOLDER'S CONSENT TO INITIAL ELECTION	97
WAIVER OF NOTICE OF THE ANNUAL MEETING OF THE SHAREHOLDERS	98
MINUTES OF THE FIRST MEETING OF SHAREHOLDERS	99
NOTICE OF TRANSFER OF RESERVED NAME	101
RESOLUTION - ACCEPTANCE OF OFFER TO EXCHANGE REALTY FOR SHARES OF CORPORATION	102
ASSIGNMENT OF STOCK CERTIFICATE	103
RATIFICATION OF MINUTES OF THE FIRST MEETING OF SHAREHOLDERS	104
BYLAWS OF	105
RATIFICATION OF MINUTES OF THE ANNUAL MEETING OF SHAREHOLDERS	110
RESOLUTION - AUTHORIZATION FOR ISSUANCE OF SHARES OF CORPORATION IN EXCHANGE FOR REALTY	111
MINUTES OF THE FIRST MEETING OF THE BOARD OF DIRECTORS	112
WAIVER OF NOTICE OF THE FIRST MEETING OF BOARD OF DIRECTORS	114
RATIFICATION OF MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS	115
SHAREHOLDERS AGREEMENT	116
MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS	119
STOCK REDEMPTION AGREEMENT	120
WAIVER OF NOTICE OF THE ANNUAL MEETING OF BOARD OF DIRECTORS	122
RATIFICATION OF MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS	123
PROXY	124
SUBSCRIPTION AGREEMENT	125
STOCK PURCHASE AGREEMENT	126
BUY-SELL AGREEMENT	129
<u>EMPLOYMENT CONTRACTS</u>	<u>136</u>
EMPLOYMENT AGREEMENT	137
REAL ESTATE SALESMAN INDEPENDENT CONTRACTOR AGREEMENT	140
MEMORANDUM OF EMPLOYEE AUTOMOBILE EXPENSE ALLOWANCE	143
BUSINESS CONSULTANT AGREEMENT	144
<u>PERSONAL CONTRACTS</u>	<u>146</u>
ANTENUPTIAL AGREEMENT	147

LIVING WILL (FEMALE)	148
ASSIGNMENT OF LIFE INSURANCE POLICY AS COLLATERAL	150
CARDHOLDER'S INQUIRY CONCERNING BILLING ERROR	152
DECLARATION OF IRREVOCABLE TRUST	153
CARDHOLDER'S REPORT OF STOLEN CREDIT CARD	156
ASSIGNMENT OF SAVINGS ACCOUNT	157
LIVING WILL (MALE)	158
SPECIAL POWER OF ATTORNEY FOR MEDICAL AUTHORIZATION	160
GENERAL POWER OF ATTORNEY	161
LAST WILL AND TESTAMENT OF	162
SPECIAL POWER OF ATTORNEY	165
NOTICE OF REVOCATION OF POWER OF ATTORNEY	166
ASSIGNMENT OF ENTIRE INTEREST IN ESTATE	167
DECLARATION OF LIFE INSURANCE TRUST	168
GIFTS UNDER UNIFORM GIFTS TO MINORS ACT	172
MISCELLANEOUS	173
<hr/>	
RETAINER	174
CONTRACT WITH STOCK BROKER	175
AFFIDAVIT	176
SALE OF MOTOR VEHICLE	177
CONTINGENT FEE RETAINER	178
GENERAL RELEASE	179
DECLARATION OF REVOCABLE TRUST	180
AGREEMENT WITH ACCOUNTANT	183
COLLECTION DEMAND LETTER	185
COLLECTION DEMAND LETTER	186
BILL OF SALE	187
MUTUAL RESCISSION OF CONTRACT	188
MODIFICATION AGREEMENT	189
INSTALLMENT NOTE	190
CONSTRUCTION CONTRACT	191

Real Estate Contracts

LEASE

This lease of _____, made _____, by and between _____, whose address is _____, hereinafter called Lessor, and _____, whose address is _____, hereinafter called Lessee,

Witnesseth:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"):

Make and Model Manufacturer's Serial No. Registration No.

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

All of which are included in the term Property as used herein. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

2. Lessor hereby leases to Lessee said Property for the purpose of _____.

3. The term of this lease is _____, beginning this day and ending _____.

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the possession and use of said Property for the purpose aforesaid, _____ dollars (\$ _____), payable as follows: _____.

(b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and governmental and airport orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use of airport premises by said Property.

(d) Lessee shall pay all taxes, assessments and charges on said Property or its use during the time he is in possession of the same, imposed by federal, state, municipal or other public, or other authority; save Lessor free and harmless therefrom; and to these ends reimburse Lessor on a pro rata basis for such taxes or charges paid by Lessor hereto or hereafter.

(e) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessor the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the

Property to Lessor.

(f) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(g) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.

(h) Lessee will keep insured from and including this day until return and delivery of the Property to Lessor, in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor, (1) against loss or damage from any cause or causes to the Property for the full value thereof in the amount of one million dollars, and (2) against liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Property, in the amount of one million dollars relative to personal injuries and/or death and one million dollars relative to property damages.

(i) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(j) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at his option without notice terminate this lease and take possession of said Property wherever found.

WITNESSES

LESSOR

LESSEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 19____, by and between _____, whose address is _____ (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee").

WITNESSETH :

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in _____ County, _____, such real property having a street address of _____.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of ____ year(s), such term beginning on _____, and ending at 12 o'clock midnight on _____.

2. RENT. The total rent for the term hereof is the sum of _____ DOLLARS (\$_____) payable on the ____ day of each month of the term, in equal installments of _____ DOLLARS (\$_____) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of _____ DOLLARS (\$_____) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Lessee and Lessee's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and

preservation of the Premises.

5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) Not obstruct or cover the windows or doors;

(d) Not leave windows or doors in an open position during any inclement weather;

(e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor

air or dry any of same within any yard area or space;

(f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;

(g) Keep all air conditioning filters clean and free from dirt;

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

(i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now

or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. LESSEE'S HOLD OVER. If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$_____) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. ANIMALS. Lessee shall be entitled to keep no more than ____ (___) domestic dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the Premises, Lessee shall pay to Lessor a pet deposit of _____ DOLLARS (\$_____), _____ DOLLARS (\$_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. QUIET ENJOYMENT. Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

20. DEFAULT. If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

21. LATE CHARGE. In the event that any payment required to be paid by Lessee hereunder is not made within three (3) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ (\$_____).

22. ABANDONMENT. If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the

Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

23. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of _____.

26. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

29. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

31. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed:

As to Lessor this ____ day of _____, 19____.

Witnesses: "Lessor"

As to Lessee this ____ day of _____, 19____.

Witnesses: "Lessee"

CONTRACT EMPLOYING REAL ESTATE BROKER FOR LEASE OF PROPERTY

This agreement dated _____, is made By and Between
_____, whose address is _____, referred to as "Owner",
AND _____, whose address is _____, referred to as
"Broker."

1. Property. Owner is the owner of the following real estate:

2. Employment of Broker. Owner gives the Broker the sole right to rent space in the above property to prospective tenants.

3. Commission. Owner agrees to pay the Broker a commission of _____ DOLLARS (\$_____) for services in obtaining the tenants and in negotiating and closing each lease. Owner reserves the right to reject any such lease and will not be responsible for any commission unless and until Owner accepts the lease and receive payment therefore. A commission of _____ DOLLARS (\$_____) will be payable for renewals of leases originally obtained by the Broker. All commissions will be paid out of rents received.

4. Sole Agency. I agree to refer all inquiries from prospective tenants or their agents to the Broker. The Broker agrees to use his or her best efforts to lease the property to such prospects.

5. Other Brokers. The Broker agrees to obtain the assistance of other brokers, as required, and to pay same out of the aforesaid commissions provided for in this agreement. In no event shall Owner be liable for additional commissions due to the efforts of any other broker.

6. Advertisement. The Broker and all other brokers as noted above shall be entitled to advertise the rental of this property and take all necessary steps in accordance with this agreement.

7. Signs. The Broker will provide suitable sign or signs to be placed on the property, subject to my approval.

8. Term of Agreement. This agreement shall remain effective until _____, unless terminated prior thereto.

9. Termination. Either party may terminate this contract on twenty (20) days notice. Such termination shall not limit the Brokers right to commissions resulting from pending negotiations and pending leases. However, no commissions shall be paid from rents received three (3) months after the termination of this agreement.

10. Signatures. Both the Broker and Owner agree to the above:

Witnessed by:

"OWNER"

"BROKER"

CONTRACT FOR SALE AND PURCHASE

PARTIES: _____, as "Seller", of _____, Phone: _____, and _____ as "Buyer" of _____, Phone: _____, hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

I. DESCRIPTION:

- a) Legal description of real estate ("Property") located in _____ County, _____:
- b) Street address, if any, of the Property being conveyed is:
- c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

II. PURCHASE PRICE \$ _____ PAYMENT:

- a) Cash Deposit(s) to be held in escrow by _____ in the amount of \$ _____ and promissory note to be held in same escrow as additional earnest Buyer's default in the amount of \$ _____
- b) Assumption of Mortgage in favor of _____ bearing interest at _____% per annum and payable as to principal and interest \$ _____ per month, having an approximate present principal balance of \$ _____
- c) Purchase money mortgage and note bearing interest at _____% on terms set forth herein below, in the principal amount of \$ _____
- d) Other: \$ _____
- e) Balance to close, (U.S. Cash, certified or cashier's check) subject to adjustments and prorations \$ _____

TOTAL \$ _____

III. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS.

- a) Preliminary Title Report. Within twenty (20) days from the date hereof, Seller, at Purchaser's sole cost and expense, shall cause a title insurance company ("Title Company") to issue and deliver to Purchaser an ALTA Form B title commitment ("Title Commitment") in the full amount of the Purchase Price of the real estate. Purchaser shall pay the premium for the policy at or before the closing as set forth herein. In the event title is found to be unmerchantable because of title defects, Purchaser or his attorney shall notify the Seller or its attorney in writing within five (5) days of the date of receipt of said Title et forth herein. In the event title is found to be unmerchantable title to the property and Seller shall have a period of one hundred twenty (120) days after receipt of such written notice within which to cure said defects in title and this sale shall be closed within ten (10) days after written notice of such curing Upon Seller's failure to cure

defects of which written notice has been given, within the time limit aforesaid, the deposit this day paid shall be returned and all rights and liabilities arising hereunder shall terminate, or Purchaser may close this transaction in the same manner as if no title defects had been found.

b) Survey. If the Purchaser desires a survey of the Property, it may have the Property surveyed at its expense prior to the closing date. If the survey shows encroachments on the Property herein described, or that the improvements located on the Property herein described encroach on other lands, written notice of that effect shall be given to the Seller and Seller shall have the same time to remove such encroachments as is allowed under this Agreement for the curing of defects of title (see Section III a) herein). If the Seller shall fail to remove or cure said encroachments within the period of time, then the deposit this day paid shall be returned to Purchaser and all rights and liabilities arising hereunder shall terminate, or Purchaser may close this transaction in the same manner as if no defects had been found.

IV. PROVISIONS WITH RESPECT TO CLOSING.

a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before _____, or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall do the following:

Execute, acknowledge, and deliver to Purchaser a Warranty Deed conveying the Property to Purchaser subject to:

(i) taxes and assessments for year of closing and subsequent years;

(ii) restrictions, easements and zoning ordinances of record, if any;

(iii) public utility easements of record, if any;

(iv) Mortgage to be assumed as described above; Any variance in the amount of said mortgage from the amount stated herein shall be added to or deducted from either the cash payment or the second mortgage as the Seller may elect.

(v) Other:

c) Purchaser's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section IV b) above, Purchaser shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Agreement.

d) Closing Costs.

Seller shall pay the following costs and expenses in connection with the Closing:

(i) Documentary stamps which are required to be affixed to the Warranty Deed;

Purchaser shall pay the following costs and expenses in connection with the closing:

(i) The intangible tax required by law on the mortgage.

(ii) All recording costs, including recording of the deed, mortgage, and any documents

required in connection with the title insurance commitment.

(iii) The premium payable for the title commitment and title policy issued pursuant thereto.

(iv) Survey work.

e) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

V. PROVISIONS WITH RESPECT TO DEFAULT.

a) Default by Purchaser. If Purchaser fails to perform this Agreement, the deposit this day paid by Purchaser as aforesaid shall be retained by or for the account of Seller as consideration for the execution of this Agreement. In such event the parties agree that said sum shall constitute liquidated damages since both Purchaser and Seller agree that actual damages for default or breach of contract could not readily be ascertained at the date of execution of this Agreement.

b) Default by Seller. If Seller fails to perform this Agreement, the aforesaid deposit shall be returned to Purchaser and this shall be the sole remedy of Purchaser under this Agreement.

VI. OTHER CONTRACTUAL PROVISIONS.

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above.

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Purchaser is prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j) Section 1031 Exchange. Upon request by Seller, Purchaser shall cooperate with Seller in order to effectuate the goal of Seller to have this transaction qualify for a tax deferred treatment under Section 1031 of the Internal Revenue Code of 1986, as amended, provided that Purchaser is put to no additional expense, in this regard, and that the closing is not materially delayed. Formal provisions detailing the exchange shall be entered into by the parties and made a part of the final contract of exchange, no later than as such time as Purchaser shall acknowledge satisfaction of the contingencies to its obligation to close this transaction.

k) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before _____, the aforementioned deposits shall be returned to Purchaser, and this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Purchaser has signed this offer.

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

Witnesses:

"Purchaser"

_____ Date: _____

_____ Date: _____

"Seller"

_____ Date: _____

_____ Date: _____

"Escrow Agent"

_____ Date: _____

CONTRACT FOR PURCHASE AND SALE

PARTIES: _____, as "Seller", of
_____, Phone: _____ and
_____ as "Buyer" of
_____, Phone: _____, hereby agree that the
Seller shall sell and Buyer shall buy the

I. DESCRIPTION:

- a) Legal description of real estate ("Property") located in _____ County,
_____:
- b) Street address, if any, of the Property being conveyed is:
- c) Personal property including all buildings and improvements on the property and all right,
title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

II. PURCHASE PRICE \$ _____

PAYMENT:

- a) Cash Deposit(s) to be held in escrow by _____ in the
amount of \$ _____ and promissory note to be held in same escrow as additional earnest
Buyer's default in the amount of \$ _____
- b) Subject to assumption of Mortgage in favor of _____ bearing
interest at _____% per annum and payable as to principal and interest \$ _____ per
month, having an approximate present principal balance of \$ _____
- c) Purchase money mortgage and note bearing interest at _____% on terms set forth
herein below, in the principal amount of \$ _____
- d) Other: _____ \$ _____
- e) Balance to close, (U.S. Cash, certified or cashier's check) subject to adjustments and
prorations \$ _____

TOTAL \$ _____

- f) All funds held in escrow shall be placed in an interest bearing account at the direction of
Buyer, with interest accruing to the benefit of Buyer and either applied toward the purchase price at
closing or returned to Buyer in the event and for any reason the transaction does not close.

III. FINANCING: If the purchase price or any part thereof is to be financed by a third party loan,
this Contract for Sale and Purchase ("Contract"), is conditioned upon the Buyer obtaining a
firm commitment for said loan within _____ days from the date hereof, at an interest rate not to
exceed _____ percent (____%); of _____ years; and in the principal amount of
\$ _____. Buyer agrees to make application for, and to use reasonable diligence to
obtain said loan. Should Buyer fail to obtain same or to waive Buyer's rights hereunder within said

time, Buyer may cancel Contract.

IV. TITLE EVIDENCE: Within twenty (20) days from the date of Contract, Seller shall, at his expense, deliver to Buyer or his attorney, in accordance with Paragraph XI, a title insurance commitment with fee owner's title policy premium to be paid by Seller at closing.

V. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties hereto on or before _____, the aforesaid deposit(s) shall be, at the option of the Buyer, returned to him and this offer shall thereafter be null and void. The date of Contract ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on the _____ day of _____, 19____, unless extended by other provisions of Contract, or by written agreement of the Parties.

VII. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject only to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; Restrictions and matters appearing on the plat or otherwise common to the subdivision; Public utility easements of record; Taxes for year of closing and subsequent years, assumed mortgages and purchase money mortgages, if any; other: _____ provided, however, that none of the foregoing shall prevent use of the property for the purpose of _____.

VIII. OCCUPANCY: Seller represents that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) shall be disclosed pursuant to Paragraph XVII. Seller agrees to deliver occupancy of Property at time of closing unless otherwise specified below.

IX. ASSIGNABILITY: Buyer may assign this Contract.

X. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

XI. EVIDENCE OF TITLE: Within twenty (20) days from the date hereof, Seller, at Seller's sole cost and expense, shall cause a title insurance company mutually acceptable to the Parties ("Title Company") to issue and deliver to Buyer an ALTA Form B title commitment ("Title Commitment") accompanied by one copy of all documents affecting the Property, and which constitute exceptions to the Title Commitment. Buyer shall give Seller written notice on or before twenty (20) days from the date of receipt of the Title Commitment, if the condition of title as set forth in such Title Commitment and survey is not satisfactory in Buyer's sole discretion. In the event that the condition of title is not acceptable, Buyer shall state which exceptions to the Title Commitment are unacceptable. Seller shall, at its sole cost and expense promptly undertake and use its best efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller is unable with the exercise of due diligence to satisfy said objections within thirty (30) days after said notice, Buyer may, at its option: (i) extend the time period for Seller to satisfy said objections, (ii) accept title subject to the objections raised by Buyer, without an adjustment in the purchase price, in which event said objections shall be deemed to be waived for all purposes, or (iii) rescind this Agreement, whereupon the deposit described herein shall be returned to Buyer and this Agreement shall be of no further force and effect.

XII. EXISTING MORTGAGES TO BE ASSUMED: Seller shall furnish to Buyer within twenty (20) days from execution hereof a statement from all mortgagee(s) setting forth principal balance, method of payment, interest rate and whether the mortgage(s) is in good standing. If a

mortgage requires approval of the Buyer by the mortgagee in order to avoid default, or for assumption by the Buyer of said mortgage, and:

- a) the mortgagee does not approve the Buyer, the Buyer may rescind the contract, or
- b) the mortgagee requires an increase in the interest rate or charges a fee for any reason in excess of \$500.00, the Buyer may rescind the Contract unless Seller elects to pay such increase or excess. Seller and Buyer each shall pay 50% of any such fee. Buyer shall use reasonable diligence to obtain approval. The amount of any escrow deposits held by mortgagee shall be credited to Seller.

XIII. PURCHASE MONEY MORTGAGES: The purchase money note and mortgage, if any, shall provide for a thirty (30) day grace period in the event of default if it is a first mortgage and a 15 day grace period in the event of default if a second mortgage; shall provide for right of prepayment in whole or in part without penalty; shall be assumable and shall not provide for acceleration or interest adjustment in event of resale of the Property. Said mortgage shall require the owner of the encumbered Property to keep all prior liens and encumbrances in good standing.

XIV. CURRENT SURVEY: Within fifteen (15) days from the date hereof, Seller, at Seller's sole cost and expense, shall furnish a current survey of the Property prepared and certified by a duly registered Land Surveyor. The survey as to the Property shall:

- a) Set forth an accurate legal description; and
- b) Locate all existing easements and rights-of-way (setting forth the book and page number of the recorded instruments creating the same), alleys, streets, and
- c) Show any encroachments; and
- d) Show all existing improvements (such as buildings, power lines, fences, etc.); and
- e) Show all dedicated public streets provided access and whether such access is paved to the property line; and
- f) Show the location of any easements necessary for the furnishing of off-site improvements; and
- g) Be certified to the Seller, the Buyer, the Title Company and any lender that may be involved in the transaction.

In the event the survey or the recertification thereof shows any encroachments of any improvements upon, from, or onto the Property, or on or between any building set-back line, a property line, or any easement, except those acceptable to Buyer, in Buyer's sole discretion, said encroachment shall be treated in the same manner as a title defect under the procedure set forth of notice thereof with

XV. TERMITES: The Buyer, within time allowed for delivery of evidence of title and examination thereof, or no later than ten (10) days prior to closing, whichever date occurs last, may have the improvements inspected at Buyer's expense by a certified pest control operator to determine whether there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If Buyer is informed of either or both of the foregoing, Buyer will have ten (10) days from date of notice thereof within which to have all damages, whether visible or not, inspected and estimated by a licensed building or general contractor. Seller shall pay valid costs for treatment and repair of all damage up to 1 1/2% of Purchase Price. Should such costs

exceed that amount, Buyer shall have the option of cancelling Contract within five (5) days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction, in which event Buyer shall receive a credit at closing of an amount equal to 1 1/2% of said Purchase Price. "Termites" shall be deemed to include all wood destroying organisms.

XVI. INGRESS AND EGRESS: Seller warrants that there is ingress and egress to the Property sufficient for the intended use as described in Paragraph VII hereof the title to which is in accordance with Paragraph XI above.

XVII. LEASES: Seller shall, not less than fifteen (15) days prior to closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant (if any) specifying the nature and duration of said tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. In the event Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within said time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall deliver and assign all original leases to Buyer at closing.

XVIII. LIENS: Seller shall, both as to the Property and personalty being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding date of closing. If the property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that, in fact, all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing.

XIX. PLACE OF CLOSING: Closing shall be held in the county wherein the Property is located, at the office of the attorney or other closing agent designated by Buyer; provided, however, that if a portion of the purchase price is to be derived from an institutional mortgagee, the requirements of said mortgagee as to time of day, place and procedures for closing, and for disbursement of mortgage process, shall control, anything in this contract to the contrary notwithstanding.

XX. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

XXI. DOCUMENTS FOR CLOSING: Seller shall furnish deed, closing statement, mechanic's lien affidavit, assignments of leases, and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish mortgage, mortgage note, security agreement, and financing statement.

XXII. EXPENSES: State documentary stamps which are required to be affixed to the instrument of conveyance, intangible tax on and recording of purchase money mortgage to Seller, and cost of recording any corrective instruments shall be paid by Seller. Documentary stamps to be affixed to the note or notes secured by the purchase money mortgage, cost of recording the deed and financing statements shall be paid by Buyer.

XXIII. PRORATION OF TAXES: Taxes for the year of the closing shall be prorated to the date of closing. If the closing shall occur before the tax rate is fixed for the then current year, the

apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the closing, when the tax rate is fixed for the year in which the closing occurs, Seller and Buyer agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, an amount necessary to effect such adjustments. This provision shall survive closing.

XXIV. PERSONAL PROPERTY INSPECTION, REPAIR: Seller warrants that all major appliances, heating, cooling, electrical, plumbing systems, and machinery are in working condition as of six (6) days prior to closing. Buyer may, at his expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof, and shall report in writing to Seller such items as found not in working condition prior to taking of possession thereof, or six (6) days prior to closing, whichever is first. Unless Buyer reports failures within said period, he shall be deemed to have waived Seller's warranty as to failures not reported. Valid reported failures shall be corrected at Seller's cost with funds therefore escrowed at closing. Seller agrees to provide access for inspection upon reasonable notice.

XXV. RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and the costs of restoring same does not exceed 3% of the assessed valuation of the improvements so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of Contract with costs therefor escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of cancelling the Contract and receiving return of deposit(s) made hereunder.

XXVI. MAINTENANCE: Notwithstanding the provisions of Paragraph XXIV, between Effective Date and Closing Date, all personal property on the premises and real property, including lawn, shrubbery and pool, if any, shall be maintained by Seller in the condition they existed as of Effective Date, ordinary wear and tear excepted, and Buyer or Buyer's designee will be permitted access for inspection prior to closing in order to confirm compliance with this standard.

XXVII. PROCEEDS OF SALE AND CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds and evidence of title continued at Buyer's expense, to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence, and the cash proceeds of sale shall be held in escrow by Seller's attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than five (5) days from and after closing date. If Seller's title is rendered unmarketable, Buyer shall within said five (5) day period, notify Seller in writing of the defect and Seller shall have thirty (30) days from date of receipt of such notification to cure said defect. In the event Seller fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefor and within five (5) days thereafter, be returned to Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and reconvey same to the Seller by special warranty deed. In the event Buyer fails to make timely demand for refund, he shall take title as is, waiving all rights against Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in deed.

XXVIII. ESCROW: Any escrow agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse performance by the Buyer.

XXIX. ATTORNEY FEES AND COSTS: In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XXX.(a) DEFAULT BY SELLER: In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default; (i) Buyer may enforce specific performance of this Agreement in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property, or (ii) may bring suit for damages for breach of this Agreement, in which event, the deposit made hereunder shall be forthwith returned to Buyer, or (iii) declare a default, demand and receive the return of the deposit. All rights, powers, options or remedies afforded to Buyer either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

XXX.(b) DEFAULT BY BUYER: In the event Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Buyer's obligations, as set forth herein, Seller shall be entitled to retain the earnest money deposit, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this Section, and Seller agrees to accept and take said deposit as Seller's total damages and relief hereunder in such event.

XXXI. MEMORANDUM OF CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: Upon the expiration of the inspection period described in paragraph XXXVI, if Buyer has elected to proceed with purchase of the property, the parties shall cause to be recorded, at Buyer's option and expense, in the public records of the county in which the property is located, an executed Memorandum of Contract as attached hereto. This Contract shall bind and inure to the benefit of the Parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

XXXII. PRORATIONS AND INSURANCE: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which event premiums shall be prorated. The cash at closing shall be increased or decreased as may be required by said prorations. All references in Contract to prorations as of date of closing will be deemed "date of occupancy" if occupancy occurs prior to closing, unless otherwise provided for herein.

XXXIII. CONVEYANCE: Seller shall convey title to the Property by statutory warranty deed subject only to matters contained in Paragraph VII hereof and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be conveyed by an absolute bill of sale with warranty of title, subject to such liens as may be otherwise provided for herein.

XXXIV. UTILITIES: Seller shall, at no expense to Seller, actively work with Buyer to assist Buyer in obtaining electricity, water, sewage, storm drainage, and other utility services for development of the Property.

XXXV. ENGINEERING PLANS AND STUDIES: Upon the execution hereof, Seller shall furnish to Buyer all engineering plans, drawings, surveys, artist's renderings and economic and financial studies which Seller has, if any, relating to the Property, and all such information may be used by Buyer in such manner as it desires; provided that in the event Buyer fails to purchase the Property for any reason other than Seller's default, all such information shall be returned to Seller

together with any information that Purchaser may have compiled with respect to the Property.

XXXVI. INSPECTION OF PROPERTY: Buyer shall have sixty (60) days from the date hereof to determine the elevation, grade, and topography of the Property and to conduct engineering and soil boring tests as the Buyer deems necessary in order to determine the usability of the Property. Buyer may in its sole and absolute discretion, give notice of termination of this Agreement at any time prior to the expiration of the sixty (60) day inspection period, and upon such termination, all deposits held in escrow shall be returned to Buyer.

XXXVII. PENDING LITIGATION: Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

XXXVIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: The representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time, and all of such representations and warranties shall survive the closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto.

XXXIX. ACQUIRING APPROVALS: The obligation of Buyer to close is conditioned upon Buyer's having acquired all the necessary approvals and permits to use the property for _____.

XL. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.

XLI. SPECIAL CLAUSES: _____

Witnesses: Executed by Buyer on: _____

Buyer

Buyer

Executed by Seller on: _____

Seller

Seller

Deposit(s) under II (a) received; if check, subject to clearance, and terms hereof are accepted.

By: _____
(Escrow Agent)

BROKERAGE FEE: Seller agrees to pay the registered real estate Broker named below, at time of closing, from the disbursements of the proceeds of sale, compensation in the total amount of ____ percent (____%) of gross purchase price of \$_____ for his services in effecting the sale by finding a Buyer, ready, willing and able to purchase pursuant to the foregoing Contract. In the event Buyer fails to perform and deposit(s) is retained, 50% thereof, but not exceeding the Broker's fee above computed, shall be paid to the Broker as full consideration for Broker's services including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not be closed because of refusal or failure of Seller to perform, the Seller shall pay said fee in full to Broker on demand. Seller agrees to indemnify, defend and hold Buyer harmless from and against all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person or entity in connection with this agreement or the transaction contemplated herein.

Broker

Seller

Seller

RECEIPT FOR NON-REFUNDABLE DEPOSIT

Received of _____, hereinafter referred to as "Buyer", the sum of _____ (\$ _____) as NON-REFUNDABLE DEPOSIT toward the purchase of _____ to be sold to Buyer by _____, hereinafter referred to as "Seller", owner of said property, on or before the ____ day of _____, 19____, for a total price of (\$ _____), this NON-REFUNDABLE DEPOSIT being a part thereof.

Buyer understands, acknowledges and agrees that if he fails to pay to Seller the remaining \$ _____ due by the above date, said NON-REFUNDABLE DEPOSIT shall be forfeited.

Seller hereby agrees in consideration of payment of said NON-REFUNDABLE DEPOSIT to withdraw said vehicle from the market until the above date and to transfer title to said vehicle to Buyer upon receipt of the remaining amount due.

ASSIGNMENT OF RENTS BY LESSOR WITH REPURCHASE AGREEMENT

1. For value received, _____, of _____, assignor, assigns and transfers to _____, of _____, assignee, all rents and other sums due and to become due assignor under that lease dated _____, 19____, between assignor as lessor, and 7) _____, as lessee, for the lease of the following described property: _____.

2. Assignor warrants and represents that:

a. Assignor is the lawful owner of the above- described lease and of the rental property that is the subject thereof and of all rights and interests therein;

b. The lease is genuine, valid, and enforceable;

c. Assignor has a right to make this assignment;

d. The rental property and rental payments and other sums are free from liens, encumbrances, claims and set offs of every kind whatsoever except as follows:
_____ ; and

e. The balance of rental payments unpaid as of the date of this assignment is _____ Dollars (\$ _____), commencing with the next payment due on _____, 19____.

3. Assignor understands and agrees that:

a. Assignee does not assume any of the obligations arising under the lease;

b. Assignor will keep and perform all of his obligations as lessor under the lease, and shall indemnify assignee against the consequences of any failure to do so;

c. Assignor will not assign any other interest in the lease, nor sell, transfer, mortgage, or encumber the property described in the lease, or any part thereof, without first obtaining the written consent of assignee;

d. Assignee may, at his discretion, give grace or indulgence in the collection of all rent and other sums due or to become due under the lease, and grant extensions of time for the payment of any such sums;

e. Assignor waives the right to require assignee to proceed against lessee, or to pursue any other remedy;

f. Assignor waives the right, if any, to obtain the benefit of or to direct the application of any security that is or may be deposited with assignee until all indebtedness of lessee to assignee arising under the lease has been paid; and

g. Assignee may proceed against assignor directly or independently of lessee, and the cessation of the liability of lessee for any reason other than full payment shall not in any way

affect the liability of assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any impairment or suspension of assignee's remedies or rights against lessee in any way affect the liability of assignor hereunder.

4. Assignor guarantees due and punctual payment under the terms of the lease, and on any default by lessee, assignor will, on demand, repurchase the rights assigned hereunder by paying to assignee the then total unpaid balance of rental payments under the lease.

5. Assignor appoints assignee as his attorney in fact to demand, receive, and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable, either in the name of assignor or in the name of assignee, with the same force and effect as assignor could have done if this assignment had not been made.

6. Notice of this assignment may be given at any time at assignee's option. In the event any payment under the lease hereby assigned is made to assignor, assignor will promptly transmit such payment to assignee.

7. This assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of any obligation, the payment of which is secured by it, or until and unless such obligation is released in writing by assignee.

Dated _____, 19____.

AGREEMENT FOR EXTENSION OF LEASE

This Agreement is made and entered in this ____ day of _____, 19 ____, between _____, of _____, hereinafter referred to as "Landlord" and _____, of _____, hereinafter referred to as "Tenant" regarding the premises of Landlord generally located at _____ and leased to Tenant under a lease dated _____, the term of which is to expire _____.

Now, therefore, it is agreed as follows:

1. The above-described lease is hereby renewed for a term of _____ beginning _____ and ending _____.

2. All terms, provisions and covenants of the above-described lease shall remain in full force for the duration of the extended term, except as noted.

3. In connection with this renewal, the rent, payable monthly, shall be \$ _____ per month.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MANAGEMENT OF SINGLE FAMILY HOUSE

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "Owner", AND _____, whose address is _____, referred to as "Agent."

1. Agency. The Owner hereby employs the Agent to lease and manage the Owner's single family residence (hereinafter referred to as "Property") located and described as follows:

(Address or Legal Description)

2. Duties of Agent. In order to properly manage and lease the property, the Agent shall have the following duties and responsibilities:

A. Best Efforts. The Agent shall use its best efforts to attract and retain tenants for the property.

B. Lease Negotiations. The Agent shall handle all negotiations with tenants with respect to leases. All such agreements are subject to the approval of the Owner. However, the Owner may provide the Agent with authorization to lease under certain specified terms and conditions.

C. Employees. The Agent shall employ, supervise, discharge, and pay all employees or independent contractors who are reasonably required in the proper management and operation of the property. The Agent shall pay all employees and independent contractors and fully complete all necessary federal tax returns and payments of related taxes on behalf of the Owner.

D. Supplies. The Agent shall purchase all necessary supplies for the proper management of the property. This includes heating fuel where applicable.

E. Repairs and Maintenance. The Agent shall contract for or undertake the making of all necessary repairs and the performance of all other necessary work for the benefit of the property including all required alterations to properly carry out this contract. However, no expenses shall be incurred for such matters in excess of Fifty Dollars (\$50.00) for any single item without the express consent of the Owner, except where required during an emergency.

F. Mortgages and Other Expenses. From the rents received the Agent shall pay all operating expenses and such other expenses as requested by the Owner. This may include the payment of mortgages or taxes.

G. Miscellaneous. The Agent shall also perform all other necessary tasks and do all other things as required for the proper management, upkeep and operation of the property as customarily be performed by a Managing Agent of this type of property. This includes handling of all inquiries and requests from the tenants.

H. Collection of Rents. The Agent shall collect the rents and other income from the property promptly when such amounts come due taking all necessary steps to collect same and performing all reasonable acts on behalf of the Owner for the protection of the Owner in collection of such amounts.

I. Financial Records. All monies collected by the Agent shall be deposited into a special

bank account or accounts as required by the Owner. Such monies of the Owner shall not become mingled with funds of the Agent. However, the Agent may withdraw monies from such accounts as necessary to properly perform this contract and in payment of compensation as required by this contract. The Agent shall provide the Owner with periodic statements accounting for all expenses and will open its records to the Owner upon demand.

J. Payments to Owner. The Agent will make payments to the Owner from time to time from the funds being held by the Agent.

3. Compensation of Agent. The Owner shall pay the Agent as full compensation for the services of the Agent the sum of _____ Dollars (\$_____) per month. These amounts shall be payable to the Agent when such funds become available from the amounts collected by the Agent according to this contract.

4. Duties of the Owner. The Owner will provide all necessary documents and records and fully cooperate with the Agent in all matters with respect to this contract. The Owner will provide the Agent with evidence of insurance which evidence the Agent shall examine to determine the adequacy of coverage. If necessary, additional insurance of changes in insurance coverage may be made upon the approval of the Owner.

5. Indemnity. The Owner shall indemnify and hold the Agent completely harmless with respect to liability and damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the property or out of any matter or thing with respect to which it is elsewhere in this contract provided or agreed that the Agent shall not be under responsibility. However, the Owner will not indemnify the Agent against the willful misconduct of the Agent.

6. Term of Contract. This contract shall continue for a period of one year from the date hereof, and shall be automatically renewed from year to year unless terminated by either party upon written notice sent to the other party not less than fifteen (15) days before any expiration date.

7. Termination of Contract. This contract may be terminated at any time by the Owner upon giving the Agent thirty (30) days written notice in the event of a bona fide sale of the property, and without notice in the event the Agent fails to discharge the duties of the Agent faithfully in the manner herein provided.

8. Notices. All written notices to the Owner or to the Agent may be addressed and mailed, by United States registered mail, to the address above written.

9. Modification. This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

10. Who is Bound. This contract is binding upon the parties hereto, their representatives, successors and assigns.

11. Signatures. Both the Owner and the Agent agree to this contract.

Witnessed By:

"OWNER"

"AGENT"

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (hereinafter referred to as the "Assignment") is made as of this ____ day of _____, 19____ by _____, whose address is _____ (hereinafter referred to as the "Assignor") for the benefit of _____, whose address is _____ (hereinafter referred to

WITNESSETH :

WHEREAS, Assignor is the holder of that certain Mortgage together with the debt and Note secured thereby, in the original principal sum of _____ Dollars (\$_____) given by _____ as "Mortgagor", which Mortgage is recorded on the Public Records of _____ County, _____ at O.R. Book _____, Page _____ and which Mortgage encumbers and is a lien upon that certain real property described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning said Mortgage, together with the Note and the debt therein described, to Assignee; and

WHEREAS, Assignee is desirous of receiving and holding said Mortgage, together with the Note and the debt therein described, from Assignor.

NOW, THEREFORE, for and in consideration of the sum of _____ Dollars (\$_____) paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgage, its successors or assigns in the same.

2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor is there any default by mortgagor therein or in the note and debt secured thereby.

3. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of _____.

4. Headings. Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

Witnesses:

"Assignor"

STATE OF _____)

)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 19 (22), by _____.

Notary Public

My Commission Expires: _____

My Commission Expires: _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day
of _____, 19____, by _____ as
Purchaser.

Notary Public

My Commission Expires: _____

MORTGAGE ASSUMPTION AGREEMENT

THIS MORTGAGE ASSUMPTION AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this ____ day of _____, 19____, by and between _____, of _____, (hereinafter referred to as the "Lender") and _____, of _____ (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Lender is the holder and owner of the following documents (hereinafter sometimes collectively referred to as the "Loan Documents"):

1. Mortgage Note dated _____, in the original principal face amount of _____ DOLLARS (\$_____) executed and delivered by _____ (hereinafter referred to as the "Original Borrower") in favor of Lender (hereinafter referred to as the "Note"); and,

2. Mortgage given by Original Borrower as "Mortgagor" to Lender as "Mortgagee" dated _____, which Mortgage is recorded on the Public Records of _____ County, _____ at O.R. Book _____, Page _____ (hereinafter referred to as the "Mortgage"), and which Mortgage encumbers the real property as described therein; and,

WHEREAS, the Original Borrower is desirous of conveying the property encumbered by the Mortgage, (hereinafter referred to as the "Property") to Borrower; and,

WHEREAS, the Borrower desires to receive said Property and formally assume the Mortgage and perform all of the covenants and conditions contained in the Mortgage Note, the Mortgage and all other Loan Documents as partial consideration for its purchase of the Property and as consideration for the Lender's willingness to consent to the sale of the Property which is encumbered by the Loan Documents; and,

WHEREAS, the Mortgage expressly prohibits the conveyance of the Property without the express written consent of the Lender; and,

WHEREAS, the Lender is unwilling to give its consent to the transfer of the Property to the Borrower unless the Borrower shall assume all of the obligations heretofore imposed by the Loan Documents upon the Original Borrower;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and in consideration of the Premises and of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assumption. Borrower expressly assumes the Loan Documents and agrees to perform all covenants, conditions, duties and obligations contained therein and agrees to pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

2. Consent to Conveyance. Lender hereby consents to the transfer of the Property to the Borrower, but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property, as provided for in the Mortgage.

3. Warranties and Representations. Borrower affirms, warrants, represents and covenants that Borrower has no defenses nor rights of set-off against Lender or against the payment, collection or enforcement of the indebtedness evidenced by the Note and secured by the Mortgage and owed to Lender. Borrower further warrants and represents as follows:

a. Borrower has done no acts nor omitted to do any act which might prevent Lender from, or limit Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Note or any other Loan Documents;

b. Borrower is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement, the performance of each and every covenant hereunder or under the Mortgage, Note or any other Loan Documents;

c. No action has been brought or threatened which would in any way interfere with the right of Borrower to execute this Agreement and perform all of Borrower's obligations contained herein, in the Note, in the Mortgage, or in any other Loan Document;

d. All financial statements of Borrower and Guarantors, if any, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that would affect Borrower's or Guarantors', if any, ability to repay the indebtedness evidenced by the Note and secured by the Mortgage;

e. Borrower is duly formed, validly existing and in good standing under the laws of the State of _____ and has full power and authority to consummate the transactions contemplated under this Agreement.

4. Acknowledgements. Borrower acknowledges that:

a. The Loan Documents are in full force and effect; and,

b. The principal balance of the loan as represented by the aforesaid Note as of the date of this Agreement is _____ DOLLARS (\$_____) and principal and interest are unconditionally due and owing to the Lender as provided in the Note.

5. Costs. Borrower shall pay all costs of the assumption made hereby, to include without limitation, attorneys' fees and recording costs, as well as the cost of an endorsement to Lender's title insurance policy insuring the lien of the Mortgage after the recording of this Agreement. Such costs shall be due at closing hereunder and the payment thereof shall be a condition precedent to Lender's consent to the transfer of the Property to Borrower. In the event that it is determined that additional costs relating to this transaction are due, Borrower agrees to pay such costs immediately upon demand.

6. Assumption Fee. In consideration of Lender's consenting to the conveyance of the Property to the Borrower, Lender is entitled to, and has earned, an assumption fee in the amount of ____ percent (____%) of the original principal face amount of the indebtedness evidenced by the Note. Said fee shall be due and payable upon the execution and delivery of this Agreement. Borrower hereby agrees and acknowledges that said fee is being charged solely for costs relating to the assumption of the Mortgage and not as interest for the forbearance or use of money.

7. Recordation. The recording of this Agreement on the Public Records shall evidence the closing of the transaction described herein.

8. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

9. Governing Law. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of _____.

10. Time of the Essence. Time is of the essence of this Agreement.

11. Attorneys' Fees. All costs incurred by Lender in enforcing this Agreement and in collection of sums due Lender from Borrower, to include, without limitation, reasonable attorneys' fees through all trials, appeals, and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States and any arbitration proceedings, shall be paid by Borrower.

12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as follows:

As to Lender this ____ day of _____, 19____.

"LENDER"

WITNESSES:

As to Borrower this (20) day of _____, 19____.

"BORROWER"

WITNESSES:

STATE OF _____)

)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this (28) day of _____, 19____, by _____.

Notary Public

My Commission Expires: _____

STATE OF _____)

)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 19(30), by _____.

Notary Public

My Commission Expires: _____

MORTGAGE

THIS INDENTURE, made as of the ____ day of _____, 19____, by and between _____, of _____, hereinafter called "Mortgagor", and _____, of _____, hereinafter called "Mortgagee".

WITNESSETH:

AMOUNT OF LIEN: "NOTE"

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of _____ DOLLARS (\$_____) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith.

DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES".

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situate in _____ County, _____, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property hereinbefore described, or any part and parcel thereof; and,

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Mortgagor; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and, ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

U.C.C. SECURITY AGREEMENT

It is agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any and all other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of _____ DOLLARS (\$_____) with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

ARTICLE ONE

COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

1.01 Secured Indebtedness.

This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.

1.02 Performance of Note, Mortgage, Etc..

Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of the United States of America, to Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.

1.03 Extent Of Payment Other Than Principal And Interest.

Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.

1.04 Insurance.

Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in _____ County, _____.

1.05 Care of Property.

Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.

1.06 Prior Mortgage.

With regard to the Prior Mortgage, Mortgagor hereby agrees to:

(i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage;

(ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage;

(iii) Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage.

(iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE TWO

DEFAULTS

2.01 Event of Default.

The occurrence of any one of the following events which shall not be cured within ____ days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within _____ days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default":

(a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as hereinbefore provided, when and as the same shall become due and payable;

(b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect;

(c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note;

(d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

2.02 Options Of Mortgagee Upon Event Of Default.

Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following:

(a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise;

(b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable;

(c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once as provided for in Paragraph 2.02(a) hereinabove, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

3.01 Prior Liens.

Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagee).

3.02 Notice, Demand and Request.

Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice

3.03 Meaning of Words.

The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them.

The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

3.04 Severability.

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

3.05 Governing Law.

The terms and provisions of this Mortgage are to be governed by the laws of the State of _____. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

3.06 Descriptive Headings.

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

3.07 Attorney's Fees.

As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.

Witnesses:

STATE OF _____)
)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 19____, by _____.

My Commission Expires: _____

ASSIGNMENT OF CONTRACT FOR PURCHASE OF REAL ESTATE

For value received, I, _____, of _____, as assignor, hereby transfer and assign to _____ of _____, as assignee, his heirs, legal representatives, and assigns, all my rights and interest in that contract between _____ of _____, seller, and assignor, as purchaser, for the sale of the following described real estate, subject to the covenants, conditions, and payments therein contained:

[legal description]

I authorize and empower assignee, on his performance of all the above-mentioned covenants, conditions, and payments, to demand and receive of seller the deed covenanted to be given in the contract hereby assigned in the same manner and with the same effect as I could have done had this assignment not been made.

Dated _____, 19____.

ACCEPTANCE BY ASSIGNEE

I, _____, accept the above assignment of that contract dated. I agree to perform all obligations to be performed by assignor under the contract, according to the terms and conditions therein stated, and to indemnify assignor against any liability arising from the performance or nonperformance of such obligations.

Dated _____, 19____.

CONSENT BY SELLER

I, _____, the Seller named in the contract herein assigned, consent to the assignment.

Dated _____, 19____.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is hereby made and entered into this ____ day of _____, 19____, by and between _____, of _____, hereafter called Owner, and _____, of _____, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work for:

(Describe work to be Performed)

as shown by the drawing(s) and described in the specifications prepared by _____ and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$ _____, in the following manner:

(Describe Method and Timing of Payment)

3. The Contractor agrees that the various portions of the above-described work shall be completed on or before the following dates:

(Insert Dates)

and the entire above-described work shall be completed no later than the ____ day of _____, 19____.

4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.

8. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

9. The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

10. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

11. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of \$_____ per _____ as liquidated damages until such time as the work is completed.

12. The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

13. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

14. This agreement shall be interpreted under laws of the State of _____.

15. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

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

QUIT-CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 19____, by and between _____ of _____, hereinafter referred to as the party of the first part and _____ of _____, hereinafter referred to as the party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of One Dollar (\$1.00) in hand paid by the said party of the second part, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the said party of the second part, and its heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

(INSERT LEGAL DESCRIPTION)

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and belief of the said party of the second part its heirs and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ (SEAL)

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 19____, by _____.

My Commission Expires: _____

PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered in this ____ day of _____, 19____, between _____, of _____, hereinafter called "Owner", and _____, of _____, hereinafter called "Manager".

Owner hereby employs the services of the Manager to manage, operate, control, rent and lease the following property:

(Insert Description of Property)

Responsibilities of Manager

The Owner hereby appoints Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

1. To collect all rents due and as they become due, giving receipts therefore; to render to the Owner a monthly accounting of rents received and expenses paid out; and to remit to the Owner all income, less any sums paid out.
2. To make or cause to be made all decorating, maintenance, alterations and repairs to said property and to hire and supervise all employees and other labor for the accomplishment of same.
3. To advertise the property and display signs thereon; to rent and lease the property; to sign, renew and cancel rental agreements and leases for the property or any part thereof; to sue and recover for rent and for loss of or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits.

Liability of Manager

Owner hereby agrees to hold Manager harmless from any and all claims, charges, debts, demands and lawsuits, including attorney's fees related to his management of the herein-described property, and from any liability for injury on or about the property which may be suffered by any employee, tenant or guest upon the property.

Compensation of Manager

Owner agrees to compensate Manager as follows:

Term of Agreement

The term of this Agreement shall commence on the ____ day of _____, 19____, and end on the ____ day of _____, 19____.

Upon expiration of the above initial term, this Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing by either party 30 days prior to the date for such renewal.

This Agreement may also be terminated by mutual agreement of the parties at any time upon payment to Manager of all fees, commissions and expenses due Manager under terms of this Agreement.

Extent of Agreement

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

AGREEMENT FOR PERMISSION TO SUBLET

This Agreement is made and entered in this ____ day of _____, 19 ____, between _____, of _____, hereinafter referred to as "Landlord" and _____, of _____, hereinafter referred to as "Tenant" regarding the premises of Landlord generally located at _____ and leased to Tenant under a lease dated _____, the term of which is to expire _____.

Now, therefore, it is agreed as follows:

1. Permission is hereby granted to Tenant to sublease the premises described above for a term of _____ beginning _____ and ending _____.

2. Any and all subtenants shall be required to conform to all obligations and covenants of the Tenant as set forth in the above-described lease, all provisions of said lease remaining in full force and effect for the entire term of the sublease.

3. Any and all adult subtenants shall be required to complete the Landlord's standard rental application and must meet the usual character, employment and credit requirements for tenancy.

4. In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

5. This permission to sublease in no way releases the above-named Tenant from any obligation, responsibility or duty of a Tenant as set forth in the above-described lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LEASE AGREEMENT FOR FURNISHED HOUSE

This Agreement is made and entered in this ____ day of _____, 19 ____, between _____, of _____, hereinafter referred to as "Landlord" and _____, of _____, hereinafter referred to as "Tenant".

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises generally described as _____, it is herein agreed as follows:

1. Landlord hereby leases to Tenant, the furnished premises described above for a term of ____ beginning _____ and ending _____, at a monthly rate of \$_____.

2. The described premises are leased furnished, to include all furnishes enumerated on the List of Furnishings, which is a part of this lease, signed by both parties and dated.

3. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein.

4. Rent shall be payable in equal monthly installments on the ____ day of each month, to the address of Landlord as stated above or at such other address as Landlord may, from time to time, require.

5. Tenant shall pay for all electricity, water, fuel oil and gas during the term of this lease and any extension or renewal thereof.

6. Landlord covenants that the leased premises are, to the best of his knowledge, clean, safe, sound and healthful and that there exists no violation of any applicable housing code, law or regulation of which he is aware.

7. Tenant agrees to comply with all sanitary laws, ordinances and rules affecting the cleanliness, occupancy and preservation of the premises during the term of this lease.

8. Tenant shall use the leased premises exclusively for a private residence for occupancy by no more than ____ persons, unless otherwise specified herein, and Tenant shall not make any alterations to the house, outbuildings or grounds without written consent of Landlord.

9. Tenant shall keep the premises in good order and repair and shall advise Landlord or Landlord's agent of any needed repairs or maintenance reasonably expected to cost \$_____ or more.

10. Tenant agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, and the personal effects of Landlord, and further agrees that he will deliver up same to Landlord in good condition at the end of the term of this lease, normal wear and tear expected.

11. Tenant shall repair or replace, at Tenant's expense, all loss or damage to any of the listed furniture, carpets, draperies, appliances and other household goods, and personal effects of Landlord, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said furnishings and personal effects of Landlord.

12. Tenant shall cause to be made, at Tenant's expense, all required repairs to heating and air-conditioning apparatus, electric and gas fixtures and plumbing work whenever such damage shall have resulted from misuse, waste or neglect of Tenant, it being understood that Landlord is to have same in good order and repair when giving possession.

13. Tenant shall not keep or have in or on the leased house, outbuildings or grounds any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous" or extra hazardous" by any responsible insurance company.

14. Tenant shall give prompt notice to Landlord or his agent of any dangerous, defective, unsafe or emergency condition in or on the leased premises, said notice being by any suitable means. Landlord or his agent shall repair and correct said conditions promptly upon receiving notice thereof from Tenant.

15. Landlord covenants that the Tenant and Tenant's family shall have, hold and enjoy the leased premises for the term of this lease, subject to the conditions set forth herein.

16. Tenant covenants that he shall not commit nor permit a nuisance in or upon the premises, that he shall not maliciously or by reason of gross negligence damage the house, outbuildings or grounds, and that he shall not engage, nor permit any member of his family to engage, in conduct so as to interfere substantially with the comfort and safety of residents of adjacent buildings.

17. Tenant agrees to place a security deposit with Landlord in the amount of \$____, to be used by Landlord at the termination of this lease for the cost of replacing or repairing damage, if any, to the house, outbuildings, grounds, furnishings or personal effects of Landlord resulting from the intentional or negligent acts of Tenant.

18. Landlord agrees to return said security deposit to Tenant within ten days of the Tenant's vacating the leased premises subject to the terms and conditions set forth herein.

19. Tenant shall, at reasonable times, give access to Landlord or his agents for any reasonable and lawful purpose. Except in situations of compelling emergency, Landlord or his agents shall give the Tenant at least 24 hours' notice of intention to seek access, the date and time at which access will be sought, and the reason therefore.

20. In the event of default by Tenant, Tenant shall remain liable for all rent due or to become due during the term of this lease. Landlord or his agents shall have the obligation to relet the premises in the Landlord's name for the balance of the term, or longer, and will apply proceeds of such reletting toward the reduction of Tenant's obligations enumerated herein.

21. Tenant shall permit Landlord or his agents to show the premises at reasonable hours, to persons desiring to rent or purchase same, 30 days prior to the expiration of this lease, and will permit the notice "To Let" or "For Sale" to be placed on said premises and remain thereon without hindrance or molestation after said date.

22. In the event of any breach by the Tenant of any of Tenant's covenants or agreements herein, Landlord or his agents may give Tenant five days' notice to cure said breach, setting forth in writing which covenants or agreements have been breached. If any breach is not cured within said five-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said five-day period and thereafter until said breach has been cured, Landlord or his agents may terminate this lease upon five days' additional notice to the Tenant, with said notice being in lieu of a Notice to Quit, which Tenant hereby waives.

Said termination shall be ineffective if Tenant cures said breach or commences and diligently pursues reasonable steps to effectuate such cure at any time prior to the expiration of said five-day termination. Upon terminating this lease as provided herein, Landlord or his agent may commence proceedings against Tenant for his removal as provided for by law.

23. In the event of any breach by Landlord of any of Landlord's covenants or agreements herein, Tenant may give Landlord ten days' notice to cure said breach, setting forth in writing the manner in which said covenants and agreements have been breached. If said breach is not cured within said ten-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said ten-day period and thereafter until said breach has been cured, rent hereunder shall be fully abated from the time at which said ten days' notice expired until such time as Landlord has fully cured the breach set forth in the notice provided for in this paragraph.

24. In no case shall any abatement of rent hereunder be effected where the condition set forth in the notice provided for herein was created by the intentional or negligent act of the Tenant, but Landlord shall have the burden of proving that rent abatement may not be effected for the foregoing reason.

25. Landlord agrees to deliver possession of the leased premises at the beginning of the term provided for herein. In the event of Landlord's failure to deliver possession at the beginning of said term, Tenant shall have the right to rescind this lease and recover any consideration paid under terms of this Agreement.

26. Tenant agrees that this lease shall be subject to and subordinate to any mortgage or mortgages now on said premises or which any owner of said premises may hereafter at any time elect to place on said premises.

27. Unless otherwise provided for elsewhere in this lease, any notice required or authorized herein shall be given in writing, one copy of said notice mailed via U.S. certified mail, return receipt requested, and one copy of said notice mailed via U.S. first-class mail.

Notice to Tenant shall be mailed to him at the leased premises. Notice to Landlord shall be mailed to him, or to the managing agent, at their respective addresses as set forth herein, or at such new address as to which the Tenant has been duly notified.

28. This lease constitutes the entire agreement between the parties hereto. No changes shall be made herein except by writing, signed by each party and dated. The failure to enforce any right or remedy hereunder, and the payment and acceptance of rent hereunder, shall not be deemed a waiver by either party of such right or remedy in the absence of a writing as provided for herein.

29. In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recovery reasonable attorney's fees and costs.

30. Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS OPTION AGREEMENT ("Agreement") made and entered into this ____ day of _____, 19____, by and between _____, whose principal address is _____, hereinafter referred to as "Seller" and _____, whose principal address is _____, hereinafter referred to as "Purchaser":

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of certain real property being, lying and situated in the County of _____, State of _____, such real property having the street address of _____ ("Premises") and such property being more particularly described as follows:

(Insert Legal Description)

and,

WHEREAS, Purchaser desires to procure an option to purchase the Premises upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;

(b) "Option Fee" shall mean the total sum of a down payment of ____ percent (____%) of the total purchase price of the Premises plus all closing costs, payable as set forth below;

(c) "Option Term" shall mean that period of time commencing on the Execution Date and ending on or before _____, 19____;

(d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase;

(e) "Closing Date" shall mean the last day of the closing term or such other date during the closing term selected by Purchaser.

2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option ("Option") to purchase the premises upon the terms and conditions as set forth herein.

3. PAYMENT OF OPTION FEE. Purchaser agrees to pay the Seller a down payment of ____ percent (____%) of the total purchase price of the Premises plus all closing costs upon the Execution Date.

4. EXERCISE OF OPTION. Purchaser may exercise its exclusive right to purchase the

Premises pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Purchaser does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee, and this agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty hereinunder or pursuant to this Agreement.

5. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that the Purchaser exercises its exclusive Option as provided for in the preceding paragraph, Seller agrees to sell and Purchaser agrees to buy the Premises and both parties agree to execute a contract for such purchase and sale of the Premises in accordance with the following terms and conditions:

(a) Purchase Price. The purchase price for the Premises shall be the sum of _____ (\$_____); however, Purchaser shall receive a credit toward such purchase price in the amount of the Option Fee thus, Purchaser shall pay to Seller at closing the sum of _____ (\$_____);

(b) Closing Date. The closing date shall be on _____, 19____ or at any other date during the Option Term as may be selected by Purchaser;

(c) Closing Costs. Purchaser's and Seller's costs of closing the Contract shall be borne by Purchase and shall be prepaid as a portion of the Option Fee;

(d) Default by Purchaser; Remedies of Seller. In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Premises pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee as liquidated damages and shall have no further recourse against Purchaser;

(e) Default by Seller; Remedies of Purchaser. In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages.

6. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the Seller at _____ and to Purchaser at _____ or at such other address as either may specify to the other in writing.

(c) Fee Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Cost of this Agreement. Any cost and/or fees incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

(h) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority:

As to Purchaser this ____ day of _____, 19____.

Witnesses: "Purchaser"

As to Seller this ____ day of _____, 19____.

Witnesses: "Seller"

SPECIAL WARRANTY DEED

THIS INDENTURE, made the ____ day of _____, 19____, between _____ of the County of _____, State of _____, hereinafter called "Grantor," and _____, whose address is _____, of the County of _____, State of _____, hereinafter called "Grantee" (the terms "Grantor" and "Grantee" are used for the singular and plural, as the context demands).

WITNESSETH that: Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell unto the said Grantee, and Grantee's heirs and assigns forever, land situate, lying and being in _____ County, _____ and more particularly described as follows:

(Insert Legal Description)

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 behalf of the said Grantee forever in FEE SIMPLE.

This conveyance and the warranties contained herein are hereby expressly made subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

AND THE SAID Grantor will only warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed, the day and year above written.

WITNESSES:

Seller

STATE OF _____:

COUNTY OF _____:

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 19_(19), by _____.

Notary Public

My Commission Expires: _____

ASSIGNMENT OF OPTION TO PURCHASE REAL ESTATE

For value received, _____, of _____, assignor, assigns to _____, of _____, assignee, all rights and interest of assignor in an agreement, dated _____, 19____, whereby assignor was given the option to purchase from _____, of _____, the following described real estate at a price and under the terms and conditions therein contained:

[legal description]

Such option commenced on _____, 19____, and is good until _____ o'clock, _____.m., _____, 19____.

Assignor, by virtue of this assignment, grants to assignee the right to exercise or reject the option in good faith and the right to recover any moneys deposited by assignor to receive said option.

Dated _____, 19____.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 19____, personally appeared _____ to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

RENTAL APPLICATION

Date: _____

Application is hereby made to rent premises generally described as _____ for a term of _____ and ending the _____ day of _____, 19____, for which monthly rental shall be \$_____, payable in advance, and for which a security deposit of \$_____ shall be due prior to occupancy of the above-described premises.

A deposit of \$_____ is made herewith on account of the first month's rent, with the understanding that if this application is accepted and the applicant fails to execute a lease before the beginning date specified above, or to pay the balance due as first month's rent, said payment will be forfeited as liquidated damages.

It is also understood that if this application is not accepted, or if the premises are not ready for occupancy by the applicant on the date specified above, said deposit shall be refunded to the applicant forthwith, upon applicant's request.

APPLICANT

Name: _____

Present Address: _____ How Long? _____

Previous Address: _____ How Long? _____

Married: _____ Spouse's Name: _____

Children? _____ How Many? _____ Ages? _____

Pets? _____ What Kind? _____ How Many? _____

YOUR EMPLOYMENT

Employer: _____

Employer Address: _____

Supervisor: _____ Bus. Phone: _____

How Long on Present Job? _____ Annual Income: _____

SPOUSE'S EMPLOYMENT

Employer: _____

Employer Address: _____

Supervisor: _____ Bus. Phone: _____

How Long on Present Job? _____ Annual Income: _____

REFERENCES

Bank: _____ Phone: _____

Personal Reference: _____ Phone: _____

Credit Reference: _____ Phone: _____

Credit Reference: _____ Phone: _____

The information provided herein may be used by the landlord or his agent to determine whether to accept this application. Upon written request within 30 days, the landlord or his agent will disclose to applicant in writing the nature and scope of any investigation landlord has requested, and will, if this application is refused, state in writing the reason for said refusal.

Accepted _____ Refused _____
]

ASSIGNMENT OF LEASE BY LESSEE WITH CONSENT OF LESSOR

This Assignment made _____, 19____, by _____, of _____, as assignor, to _____ of _____, as assignee.

For value received, assignor assigns and transfers to assignee that lease, dated _____, 19____, executed by assignor as lessee and by _____ of _____, as lessor, of the following described premises: _____, together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have and to hold from _____, 19____, until the present term of the lease expires on _____, 19____. A copy of the lease is attached hereto and made a part hereof by reference.

Assignor covenants that he is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that he has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

Assignor

Assignee

CONSENT OF LESSOR

I, _____, lessor named in the above assignment of that lease executed by me on _____, 19____, consent to that assignment. I also consent to the agreement by assignee to assume after _____, 19____, the payment of rent and performance of all duties and obligations as set forth in the lease, and release _____, lessee and assignor, from all duties and obligations under the lease, including the payment of rent, after _____, 19____, and accept assignee as lessee in the place of _____, lessee and assignor.

Dated _____, 19____.

RENT RECEIPT

Date: _____

TO: (Insert Name and Address of Tenant)

Received from _____ the sum of \$_____, which is rent for the period of _____ for the premises described above.

LANDLORD

CONSENT OF LESSOR

I, _____, lessor named in the above assignment of that lease executed by me on _____, 19____, consent to that assignment. I also consent to the agreement by assignee to assume after _____, 19____, the payment of rent and performance of all duties and obligations as set forth in the lease, and release _____, lessee and assignor, from all duties and obligations under the lease, including the payment of rent, after _____, 19____, and accept assignee as lessee in the place of _____, lessee and assignor.

Dated _____, 19____.

NOTICE OF OVERDUE RENT

Date: _____

TO: (Insert Name and Address of Tenant)

FROM: (Insert Name and Address of Landlord)

Rent in the amount of \$ _____ was due on _____ for the period of _____ for the premises which you are currently occupying. Please bring your payment to the address shown below or telephone us immediately. Please disregard this notice if you have already sent us your remittance.

LANDLORD

Phone: _____

**ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE
AGREEMENT**

THIS ASSIGNMENT is made this ____ day of _____, 19____ by _____
(hereinafter referred to as "Assignor") to _____ (hereinafter referred to as
"Assignee").

W I T N E S S E T H :

WHEREAS, Assignor has entered into a certain Real Estate Purchase and Sale Agreement with _____ as "Seller" and Assignor as "Buyer" which Agreement was executed on _____, by said Assignor and on _____, by said Seller for the purchase and sale of certain real property being, lying and situate in ____ County, _____, and more particularly described in said Agreement, copy of said Agreement being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement.

Assignee hereby assumes all of Assignor's duties and obligations under said Real Estate Purchase and Sale Agreement.

This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

Witnesses:

"Assignor"

"Assignee"

BALLOON MORTGAGE NOTE

\$ _____

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to _____, of _____, or order, in the manner hereinafter specified, the principal sum of _____ Dollars (\$ _____) with interest from date at the rate of _____ percent (____%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at the address stated above, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Principal and interest payments of \$ _____ each, due on or before the _____ day of each month, beginning _____, 19____, and continuing each month thereafter for a period of ____ years.

Then on _____, simultaneously with the payment of the ____ monthly payment, the full amount of unpaid principal, plus accumulated interest and any advances made, shall balloon and become immediately and fully due and payable, without demand.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of _____. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of _____.

Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

"Maker"

PROMISSORY NOTE

\$ _____, _____,
_____, 19 ____

FOR VALUE RECEIVED, the undersigned, promise to pay to the order of _____, (hereinafter referred to as "Payee"; Payee together with any subsequent holder hereof or any interest herein being hereinafter referred to as "Holder") at _____, or at such other place as the Holder may from time to time designate in writing, without grace, except as may be otherwise expressly provided for herein, the principal sum _____ (\$ _____), together with interest from the date hereof at a rate of (9)% per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

(a) Commencing _____ 19____, and on the ____ day of each and every month thereafter until _____, 19____, the undersigned shall pay to Holder equal installments of _____ (\$ _____), including principal and accrued interest on the unpaid principal balance. The entire outstanding principal balance shall be due and payable in full on or before _____, 19 ____.

This Note and the instruments securing it are to be governed, interpreted and construed by, through and under the laws of the State of _____. This Note may be prepaid in whole or in part at any time without penalty or premium. If this Note provides for installment payments of principal, prepayment of principal payments shall be applied in the inverse order such installment payments are due, applying first to the last principal installment due hereunder.

This Note is secured by a Mortgage of even date herewith executed by the undersigned in favor of the Payee herein, which is a lien on certain collateral security as described therein.

In the event that any payment of principal and/or interest is not made within thirty (30) days that same is due, which event shall constitute an "Event of Default" hereunder, or in the event of any default under the terms of the Mortgage securing this Note, the undersigned shall pay, during the period of such default, interest on the unpaid balance of the indebtedness evidenced by this Note at the highest rate allowed by law.

The Holder shall have the optional right to declare the amount of the total unpaid balance hereto to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, upon the failure of the undersigned to pay, when due and after thirty (30) days+ that same is due, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in the Mortgage securing this Note or in any other security document executed and/or delivered in conjunction herewith. Upon exercise of this option by the Holder, the entire unpaid principal shall bear interest at the highest rate allowed by law. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall

notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence hereunder and, in case this Note is collected by law or through an attorney-at-law, or under advice therefrom, the undersigned agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

The remedies of the Holder, as provided herein or in the Mortgage, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

Any notice to be given or to be served upon any party hereto, in connection with this Note, must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto as set forth in the Mortgage.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the Holder hereof and further consent that the collateral security or any part thereof may be released, exchanged, added to or substituted for by Holder hereof, without in anywise modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

Maker+ Address:

STORAGE SPACE LEASE

This Agreement is made and entered in this ____ day of _____, 19 ____, between _____, of _____, hereinafter referred to as "Lessor" and _____, of _____, hereinafter referred to as "Lessee".

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the premises generally described as _____, it is herein agreed as follows:

1. Lessor hereby leases to Tenant, the premises described above for a term of _____ beginning _____ and ending _____.
2. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein.
3. Rent shall be payable in equal monthly installments to be paid in advance on the ____ day of each month, to the address of Landlord as stated above or at such other address as Landlord may, from time to time, require.
4. Upon receiving any payment of the rent in cash, Lessor agrees to issue a receipt stating Tenant's name, a description of the premises, the amount of rent paid, the date paid and the period for which rent is paid.
5. Lessor covenants that the leased premises are clean and dry and that there exists no violation of any applicable building code, law or regulation.
6. Tenant agrees to use the premises exclusively for the storage of personal property, merchandise, supplies or other material owned by Tenant and for no other use.
7. Tenant understands and agrees that the use of electricity for food freezers, refrigerators and other appliances is not allowed.
8. Tenant agrees to keep the immediate premises in good order and to advise Lessor or his agent of any needed maintenance or repairs.
9. Tenant shall not store any items outside the storage area nor dispose of any trash outside the storage area other than in containers provided by Lessor.
10. Tenant shall not keep or have in or on the leased premises any article or thing which might be pronounced "hazardous" or "extra hazardous" by any responsible insurance company.
11. Tenant agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent buildings.
12. Lessor is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to the property of Tenant, nor is Lessor required to carry any insurance to cover same.
13. Tenant, at his own expense, shall obtain his own insurance, if any, to the property stored in said premises.

14. Tenant shall not sublease said premises without the written consent of Lessor.

15. Tenant may not make any alterations to the premises without the written consent of Lessor.

16. Tenant agrees to make a security deposit in the amount of \$_____ to be used by Lessor at the termination of this lease for the cost of repairs, if any, to the premises caused by the intentional or negligent acts of Tenant.

17. Lessor agrees to return said security deposit to Tenant upon Tenant's vacating the premises in a clean condition subject to the terms and conditions set forth herein.

18. Lessor shall have the right to enter said premises at any time to inspect same, to make repairs or to enforce this lease.

19. Tenant, at his own expense, may provide a suitable means of locking said premises, giving a key or combination to any locking device to Lessor so that he or his agent may effect entry for any of the purposes enumerated above.

20. Tenant agrees to notify Lessor in writing 15 days in advance of vacating the premises.

21. Tenant agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on said premises, or which Owner of said premises may hereafter at any time elect to place upon said premises.

22. Lessor and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

23. Lease constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PARKING SPACE LEASE

This Agreement is made and entered in this ____ day of _____, 19 ____, between _____, of _____, hereinafter referred to as "Landlord" and _____, of _____, hereinafter referred to as "Tenant".

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises generally described as _____, it is herein agreed as follows:

1. Landlord hereby leases to Tenant parking space located at the premises described above and designated as space No. _____, for a term of _____ beginning _____ and ending _____.

2. Tenant agrees to pay the stipulated rent in advance on the ____ day of each month to Landlord or his agent by mail or in person to Landlord or his agent at their respective addresses as noted above.

3. Upon receiving any payment of parking space rent in cash, Landlord agrees to issue a receipt stating the name of Tenant, the amount of rent paid, the designation of the parking space and the period for which said rent is paid.

4. Tenant affirms his understanding that Landlord does not furnish attendants for the parking of automobiles, and if any employee of Landlord shall, at the request of the Tenant, handle, move, park or drive any vehicle placed in the parking area, then, and in every case, such employee shall be deemed the agent of Tenant, and Tenant, not the Landlord, shall be liable for any loss, damage, injury or expense that may be suffered or sustained in connection therewith or arising from the acts of Tenant or any employee who may be acting as agent of Tenant.

5. Landlord is not responsible for items left in any vehicle parked in the designated space.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Real Estate Forms

Property Evaluation Form

Name of Seller						Date					
Address of property											
							Size of Lot				
Day Phone					Night Phone						
Price				Seller Cash Needed?							
Total #of Rooms				# Bedrooms				# Full Bathrooms			
# ½ Bathrooms				# Stories				Basement		Y	N
Dining Room		Y	N	Attic		Y	N	Garage		Y	N
Carport				Fenced		Y	N	Carport/Garage Size			
Conveyed Appliances											
House's Unique Features											
Any Seller Financing?			Y	N	How Much?						
Lease Option Available?			Y	N	How Long?						
# Years Owned?					How Long on Market?						
Are There Renters in Area?			Y	N	What are Rent Rates?						
Mortgage Lender (1)								Amount?			
								Payment?			
Mortgage Lender (2)								Amount?			
								Payment?			
Comments											
Source of Lead?											
Buy			Don't Buy			Sell			Rent		

Move In/Out Check Sheet

Room Condition	Check In				Check Out				Comments
	New	Good	Fair	Poor	New	Good	Fair	Poor	
Living Room									
Walls									
Ceilings									
Light Fixtures									
Drapes/Blinds									
Window Screens									
Carpets/Floors									
Fire Place									
Dining Room									
Walls									
Ceilings									
Light Fixtures									
Drapes/Blinds									
Window Screens									
Carpets/Floors									
Kitchen									
Walls									
Ceilings									
Light Fixtures									
Drapes/Blinds									
Window Screens									
Carpets/Floors									
Cabinets									
Range/Oven									
Refrigerator									
Vent									
Disposal									
Dishwasher									
Counter Top									
Sink									
Faucets									
Hall									
Walls									
Ceilings									
Light Fixtures									
Drapes/Blinds									
Window Screens									
Carpets/Floors									
Bedroom 1									
Walls									
Ceilings									
Light Fixtures									
Drapes/Blinds									
Window Screens									
Carpets/Floors									
Bedroom 2									
Walls									
Ceilings									
Light Fixtures									
Drapes/Blinds									
Window Screens									
Carpets/Floors									

Business Contracts

AUTOMOBILE RENTAL AGREEMENT

This Agreement is made and entered in this ____ day of _____, 19____, between _____, of _____, hereinafter called "Owner", and _____, of _____, hereinafter called "Renter".

Vehicle

The vehicle which the Owner hereby agrees to rent is:

Mileage at beginning of rental period: _____

The Owner represents that to the best of his knowledge and belief that said vehicle is in sound and safe condition and free of any known faults or defects which would affect its safe operation under normal use.

Rental Period

The Owner agrees to rent the above-described vehicle to the Renter for a period of _____ beginning at ____ M. on _____ and ending at ____ M. on _____.

The Renter agrees (a) that the rented vehicle shall not be used to carry passengers or property for hire; (b) that the rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle; (c) that the rented vehicle shall not be used to carry passengers in excess of the capacity thereof; (d) not to use the vehicle to push, propel or tow another vehicle, trailer or any other thing without the written permission of the owner; (e) not to use the vehicle for any race or competition; (f) not to use the vehicle for any illegal purpose; (g) not to operate the vehicle in a negligent manner; (h) not to permit the vehicle to be operated by any other person without the written permission of the owner; and (i) not to carry passengers, property or materials in excess of the rated weight carrying capacity of the vehicle.

Insurance

The Renter hereby agrees that he shall fully indemnify the Owner for any and all loss of or damage to the vehicle or equipment during the term of this Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the vehicle or equipment.

Rental Rate

The Renter hereby agrees to pay the Owner at the rate of \$ _____ per _____ for the use of said vehicle. All fuel used shall be paid for by the Renter.

Deposit

The Renter further agrees to make a deposit of \$ _____ with the Owner, said deposit

to be used, in the event of loss of or damage to the vehicle or equipment during the term of this Agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the rental fee and any excess shall be returned to the Renter.

Return of Vehicle to Owner

The Renter hereby agrees to return said vehicle to the Owner at _____
no later than _____.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

BOAT RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 19____, by and between _____, of _____, hereinafter called "Owner", and _____, of _____, hereinafter called "Renter".

BOAT

The boat which the Owner agrees to rent is:

Owner represents that to the best of his knowledge and belief that said boat (and motor, if any) is free from any known faults or deficiencies which would affect safe and reliable operation under normal and prudent usage.

Owner further represents that all required lifesaving and safety equipment are aboard the boat and in good order and condition at the time of delivery to the Renter.

RENTAL PERIOD

Owner agrees to rent the above-described boat (and motor) to Renter for a period of _____, beginning at ____ a.m. on _____ and ending at ____ p.m. on _____.

USE OF BOAT

Renter further agrees (a) that the rented boat shall not be used to carry passengers or property for hire; (b) that the rented boat shall not be used to carry passengers or property in excess of the rated capacity of the boat; (c) not to use the boat to tow or propel any other boat, barge or thing without the owner's written permission; (d) not to use the boat (or motor) in any race or competition; (e) not to use the boat (or motor) for any illegal purpose; (f) not to operate the boat (or motor) in a negligent matter; (g) not to operate the boat (or motor) outside the area of use designated in this Agreement; (h) not to permit the boat (or motor) to be operated by any other person without written permission of the Owner; and (i) not to remove the motor from the boat for any use whatsoever.

INSURANCE

Renter hereby agrees that he shall fully indemnify Owner for excess shall be returned to Renter.

RETURN OF BOAT, MOTOR AND EQUIPMENT TO OWNER

Renter hereby agrees to return the boat, motor and equipment to Owner at his address stated above or such other address that the Owner shall so state no later than _____.

TRAILER

This Agreement shall include rental of Owner's boat trailer for transportation of the rented boat/motor/equipment during the term of this Agreement, and such use shall be subject to the general conditions and limitations of this Agreement.

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this _____ day of _____, 19____, by and between _____ of _____ (hereinafter "_____") and _____ of _____ (hereinafter "_____").

ARTICLE I

GENERAL PROVISIONS

1.01 Business Purpose. The business of the Joint Venture shall be as follows:

(Describe Business Purpose)

1.02 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

ARTICLE II

GENERAL DEFINITIONS

The following comprise the general definitions of terms utilized in this Agreement:

2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s). The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

ARTICLE III

OBLIGATIONS OF THE JOINT VENTURERS

_____ is responsible for all operations and decisions of the Joint Venture and will be compensated for providing various services.

ARTICLE IV

ALLOCATIONS

4.01 Profits and Losses. Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated as follows at the conclusion of each fiscal year:

_____ %

_____ (10)%

ARTICLE V

RIGHTS AND DUTIES OF THE JOINT VENTURERS

5.01 Business of the Joint Venture. _____ shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint Venture. At such, any action taken shall constitute the act of, and serve to bind, the Joint Venture. _____ shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. _____ shall not participate in or have any control over the Joint Venture business nor shall it have any authority or right to act for or bind the Joint Venture.

ARTICLE VI

AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS

6.01 Validity of Transactions. Affiliates of the parties to this Agreement may be engaged to perform services for the Joint Venture. The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment.

6.02 Other Business of the Parties to this Agreement. The parties to this Agreement and their respective Affiliates may have interests in businesses other than the Joint Venture business. The Joint Venture shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper.

ARTICLE VII

PAYMENT OF EXPENSES

All expenses of the Joint Venture shall be paid by _____ and shall be reimbursed by the Joint Venture.

ARTICLE VIII

INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

ARTICLE IX

DISSOLUTION

9.01 Events of the Joint Venturers. The Joint Venture shall be dissolved upon the happening of any of the following events:

(a) The adjudication of bankruptcy, filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act, withdrawal, removal or insolvency of either of the parties.

(b) The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

(c) Mutual agreement of the parties.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Books and Records. The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.03 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.04 Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.05 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.06 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of _____.

10.07 Other Instruments. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Signed, sealed and delivered in the presence of:

TO: District Director
Internal Revenue Service

REVOCATION OF ELECTION UNDER INTERNAL REVENUE CODE SECTION 1362

Notice is hereby given, pursuant to Section 1362 of the Internal Revenue Code, that _____, a _____ corporation with offices at _____, hereby revokes its S corporation election, filed with you on _____, 19____. The first taxable year for which this revocation is intended to be effective is the taxable year commencing _____, 19____.

Dated _____, 19____.

BY: _____ as
President of the corporation

SHAREHOLDERS' CONSENT TO REVOCATION OF ELECTION

We, the undersigned, being more than one-half of the shareholders of _____ at the beginning of the day on which the revocation of S Corporation election to which this consent is attached was filed with the District Director of Internal Revenue at _____, hereby consent to such revocation.

Dated _____, 19____.

Name and Address	Number of Shares Owned	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

MINUTES OF THE ANNUAL MEETING OF SHAREHOLDERS OF

The annual meeting of the Shareholders of the above-named Corporation, was held on _____, at _____, at the offices of the corporation.

On motion duly made and carried, a Chairman and Secretary of the meeting were elected, the same being _____ and _____.

The Chairman and Secretary accepted his office and proceeded with the discharge of his duties.

The Chairman then called the roll and found that the following shareholders to the articles of Incorporation were present in person:

NAME	SHARES
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

A written Waiver of Notice of the time and place of holding the present meeting, signed by all of the shareholders of this corporation was then presented and read by the Chairman and the same was ordered, filed and spread at length upon the minutes.

Upon motion duly made and carried, the following named persons were elected as Director of the Corporation to serve until the next annual meeting of shareholders, or until his successor is duly elected and qualified:

motion duly made and carried, it was:

RESOLVED, that the above-named Directors of this Corporation be promptly notified of their election and requested to meet at the earliest opportunity after the adjournment of this meeting to elect the officers of the Corporation and to take such action as may be deemed advisable or necessary to complete the organization of the Corporation.

There being no further business before the meeting the same was, on motion, duly

adjourned.

ARTICLES OF INCORPORATION OF

The undersigned, for the purpose of forming a corporation under the laws of the State of _____, do hereby adopt the following articles of incorporation:

ARTICLE ONE

The name of the corporation is _____.

ARTICLE TWO

CORPORATE DURATION

The duration of the corporation is perpetual.

ARTICLE THREE

PURPOSE OR PURPOSES

The general purposes for which the corporation is organized are:

1. To engage in the business of _____.
2. To engage in any other trade or business which can, in the opinion of the board of directors of the corporation, be advantageously carried on in connection with or auxiliary to the foregoing business.
3. To do such other things as are incidental to the foregoing or necessary or desirable in order to accomplish the foregoing.

ARTICLE FOUR

CAPITALIZATION

The aggregate number of shares which the corporation is authorized to issue is _____ . Such shares shall be of a single class, and shall have a par value of One Dollar (\$1.00) per share.

ARTICLE FIVE

REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is _____ , and the name of its initial registered agent at such address, is _____ .

ARTICLE SIX

DIRECTORS

The number of directors constituting the initial board of directors of the corporation is _____. The name and address of each person who is to serve as a member of the initial board of directors is:

Name	Address
(9) _____	(10) _____
(11) _____	(12) _____
(13) _____	(14) _____

ARTICLE SEVEN

INCORPORATORS

The name and address of each incorporator is:

Name	Address
(15) _____	(16) _____
(17) _____	(18) _____
(19) _____	(20) _____

Executed by the undersigned at on _____.

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this ____ day of _____, 19____, personally appeared _____ to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

WAIVER OF NOTICE OF FIRST MEETING OF THE SHAREHOLDERS

I, the undersigned shareholder of the Articles hereof, do hereby waive all notice of the first meeting of the shareholders of the said Corporation, and do hereby agree and consent that the time and place of the first meeting shall be on _____, 19____ at the offices of the corporation, and that all such business may be transacted thereat as may lawfully come before said meeting.

DATED: _____, 19____

**RATIFICATION OF MINUTES OF THE FIRST
MEETING OF THE BOARD OF DIRECTORS**

I, the undersigned member of the Board of Directors of the Corporation, do hereby ratify, approve and confirm all that has occurred at the foregoing meeting, the minutes of which I have read, and in signification of such approval, ratification and confirmation, and of my assent to any and all acts at said meeting, do hereby sign on the date below written.

DATED: _____, 19____

APPLICATION FOR RESERVATION OF CORPORATE NAME

TO: _____

Pursuant to the provisions of State law, the undersigned, who are intended incorporators, hereby apply for reservation of the following corporate name for a period of 120 days:

_____.

If the above name cannot be reserved for any reason, the undersigned request that one of the following corporate names be reserved, in the stated order of preference:

Second preference: _____

Third preference: _____

Dated _____, 19____.

S CORPORATION - SHAREHOLDER'S CONSENT TO INITIAL ELECTION

The undersigned, being a shareholder of _____, a _____ corporation, hereby consents to the election of that corporation, made on Internal Revenue Service Form 2553 to which this statement is attached, to be treated as a small business corporation under Section 1362(a) of the Internal Revenue Code of 1954.

The name and address of the corporation are: _____, _____ . The corporation's tax-payer identification number is: _____.

The undersigned shareholder's name and address and tax-payer identification number are as follows:

Name and Address	Taxpayer Identification No.
_____	_____

The number of shares owned by the undersigned shareholder, and the date or dates when the undersigned shareholder acquired those shares, are as follows:

Number of Shares	Date(s) Acquired
_____	_____
_____	_____

Dated _____

WAIVER OF NOTICE OF THE ANNUAL MEETING OF THE SHAREHOLDERS

I, the undersigned shareholder of the Articles hereof, do hereby waive all notice of the annual meeting of the shareholders of the said Corporation, and do hereby agree and consent that the time and place of the annual meeting shall be on _____, 19____ at the offices of the corporation, and that all such business may be transacted thereat as may lawfully come before said meeting.

DATED: _____, 19____

MINUTES OF THE FIRST MEETING OF SHAREHOLDERS

The initial meeting of the Board of Directors of the above-named Corporation, was held on _____, at _____, at the offices of the Corporation. On motion duly made and carried, a Chairman and Secretary of the meeting were elected, the same being _____ and _____.

The Chairman and Secretary accepted his office and proceeded with the discharge of his duties. The Chairman then called the roll and found that the following shareholders to the articles of Incorporation were present in person:

NAME	SHARES
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

A written Waiver of Notice of the time and place of holding the present meeting, signed by all of the shareholders of this corporation was then presented and read by the Chairman and the same was ordered, filed and spread at length upon the minutes.

The Chairman then presented and read to the meeting, a copy of the Articles of Incorporation of the Corporation and reported that the original thereof had been filed with the Office of the Secretary of State; that the filing fee and taxes have been paid, that a receipt therefore had been issued by the Secretary of State, that same were in full force and effect, and, on motion duly made and carried, it was

RESOLVED, that said report be accepted as correct and the Secretary is directed to spread a copy of said Articles and receipt at length upon the minutes.

Upon motion duly made and carried, it was:

RESOLVED, that this Corporation shall have a Board of Directors consisting of _____ member(s) initially. Upon motion duly made and carried, the following named persons were elected as Director of the Corporation to serve until the next annual meeting of shareholders, or until his successor is duly elected and qualified:

Upon motion duly made and carried, it was:

RESOLVED, that the above-named Directors of this Corporation be promptly notified of their election and requested to meet at the earliest opportunity after the adjournment of this meeting to elect the officers of the Corporation and to take such action as may be deemed advisable or necessary to complete the organization of the Corporation.

Upon motion duly made and carried, it was:

RESOLVED, that the Board of Directors be and is hereby authorized to issue all of the unsubscribed stock of this Corporation at such time and in such amounts as shall be determined by the board, and to accept in payment thereof, money, labor done or such property as the Board of Directors may determine necessary for the use and lawful purpose of the Corporation.

The Chairman then submitted for the consideration of the meeting a set of proposed Bylaws and stated the same had been prepared by counsel for the Corporation in accordance with instructions of the Corporation.

The same were taken up, read and considered, clause by clause, and adopted as the Bylaws of the Corporation.

On motion duly made and carried, the Chairman was directed to append the said Bylaws at length in the minute book.

There being no further business before the meeting the same was, on motion, duly adjourned.

NOTICE OF TRANSFER OF RESERVED NAME

TO: _____

Notice is hereby given that the undersigned, _____, of
_____, who holds the exclusive right to use the corporate name,
"_____" for a one-hundred-twenty (120) day period ending
_____, has been transferred to _____ of _____

**RESOLUTION - ACCEPTANCE OF OFFER TO EXCHANGE
REALTY FOR SHARES OF CORPORATION**

Whereas, _____, the owner of certain real estate situated at _____ in the City of _____, County of _____, State of _____, has offered to sell to the _____ Corporation (hereinafter sometimes referred to as the "Corporation"), the real estate, as more particularly described in the offer attached hereto, for the issuance to him of _____ percent of the authorized stock of the Corporation, fully paid and nonassessable; and

Whereas, the previously described real estate is valuable for the use and lawful purpose of the Corporation;

Now, therefore, be it resolved that the board of directors of the Corporation accept the offer and agree, on receipt of the deed transferring the real estate to the Corporation, to issue all authorized stock of the Corporation, fully paid and nonassessable, in full payment thereof.

By the Board of Directors, this resolution is adopted _____.

Chairman, Board of Directors

ASSIGNMENT OF STOCK CERTIFICATE

For value received, I, _____, of _____,
assign to _____, of _____, assignee _____ shares of stock of
_____, which shares stand in my name on the books of such corporation
and are represented by certificate No. _____.

I warrant that the assigned certificate is genuine and, to my knowledge, valid, and that I
have the legal right to transfer it.

I appoint assignee my attorney in fact to effect a transfer of the assigned shares on the
books of _____ with full power of substitution in the premises.

Dated _____, 19____.

RATIFICATION OF MINUTES OF THE FIRST MEETING OF SHAREHOLDERS

I, the undersigned shareholder of the Corporation, do hereby ratify, approve and confirm all that has occurred at the foregoing meeting, the minutes of which have been read, and in signification of such approval, ratification and confirmation, and of my assent to any and all acts at said meeting, do hereby sign on the date below written.

DATED: _____, 19____

BYLAWS OF

ARTICLE I. MEETING

Section 1. Annual Meeting. The annual meeting of the Shareholders of this Corporation shall be held on _____ of each year or at such other time and place designated by the Board of Directors of the Corporation. Business transacted at the annual meeting shall include the election of Directors of the Corporation. If the designated day shall fall on a Sunday or legal holiday, then the meeting shall be held on the first business day thereafter.

Section 2. Special Meetings. Special meetings of the Shareholders shall be held when directed by the President or the Board of Directors, or when requested in writing by the holders of not less than a majority of all the shares entitled to vote at the meeting. A meeting requested by Shareholders shall be called for a date not less than ten (10) nor more than sixty (60) days after request is made, unless the Shareholders requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, the President, a majority of Shareholders, the Board of Directors, or such other person as designated by any of the same.

Section 3. Place. Meetings of Shareholders shall be held at the principal place of business of the Corporation, the law office representing the Corporation or at such other place as may be designated by the Board of Directors.

Section 4. Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, prepaid and addressed to the Shareholder at his address as it appears on the stock transfer books of the Corporation.

Section 5. Notice of Adjourned Meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board of Directors fixes a new record date for the adjournment meeting, a notice of the adjourned meeting shall be given as provided in this Article to each Shareholder of record.

Section 6. Shareholder Quorum and Voting. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the Shareholders, unless otherwise provided by law.

Section 7. Voting of Shares. Each outstanding share shall be entitled to one vote on each matter submitted to a vote at a meeting of Shareholders.

Section 8. Proxies. A Shareholder may vote either in person or by proxy executed in writing by the Shareholder or his duly authorized attorney-in-fact. No proxy shall be valid eleven (11) months from the date thereof unless otherwise provided in the

proxy.

Section 9. Action by Shareholders Without a Meeting. Any action required by law, these Bylaws, or the Articles of Incorporation of the Corporation to be taken at any annual or special meeting of Shareholders, or any action which may be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, as is provided by law.

ARTICLE II. DIRECTORS

Section 1. Function. The Board of Directors shall exercise its power and authority to manage the business and affairs of the Corporation.

Section 2. Qualification. Directors need not be residents of this state and Shareholders of this Corporation.

Section 3. Compensation. The Board of Directors shall have authority to fix the compensation of Directors.

Section 4. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 5. Number. This Corporation shall have _____ Director(s).

Section 6. Election and Term. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the First Annual Meeting of Shareholders, and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

At the First Annual Meeting of Shareholders and at each annual meeting thereafter, the Shareholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for a term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

Section 7. Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Shareholders.

Section 8. Removal of Directors. At a meeting of Shareholders called expressly for that purpose, any Director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of Directors.

Section 9. Quorum and Voting. A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of voting by the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 10. Executive and Other Committees. The Board of Directors, by resolution

adopted by a majority of the full Board of Directors, may designate from among its members and executive committee and one or more other committees each of which, to the extent provided in such resolution shall have and may exercise all the authority of the Board of Directors, except as is provided by law.

Section 11. Place of Meeting. Regular and special meetings of the Board of Directors shall be held at the principal office of the Corporation.

Section 12. Time, Notice and Call of Meetings. Regular meetings of the Board of Directors shall be held without notice on _____ of each year. Written notice of the time and place of special meetings of the Board of Directors shall be given to each Director by either personal delivery, telegram or cablegram at least three (3) days before the meeting or by notice mailed to the Director at least three (3) days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any Director who signs a Waiver of Notice either before or after a meeting. Attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objections to the transaction of business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the Notice or Waiver of Notice of such meeting.

A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

Meetings of the Board of Directors may be called by the Chairman of the Board, by the President of the Corporation, or by any two Directors.

Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

Participation by such means shall constitute presence in person at a meeting.

Section 13. Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all the Directors, or all the members of the committee, as the case may be, is filed in the Minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

ARTICLE III. OFFICERS

Section 1. Officers. The Officers of this Corporation shall consist of a President, Vice President, Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other Officers and assistant Officers and Agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

Section 2. Duties. The Officers of this Corporation shall have the following duties:

___ The President shall be the chief executive officer of the Corporation, shall have the general and active management of the business and affairs of the Corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the Shareholders and Board of Directors.

(2) The Vice President(s), in the order designated by the Board of Directors, or lacking such a designation by the President, shall, in the absence of the President, perform the duties and exercise the powers of the President and shall perform such other duties as may be prescribed by the Board of Directors or the President.

(3) The Secretary shall have custody of and maintain all of the corporate records except the financial records and shall, as requested, record the minutes of all meetings of the Shareholders and Board of Directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors or the President.

(4) The Treasurer shall have the custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of Shareholders, and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 3. Removal of Officers. An officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever, in its judgment, the best interests of the Corporation will be served thereby.

Any vacancy in any office may be filled by the Board of Directors.

ARTICLE IV. STOCK CERTIFICATES

Section 1. Issuance. Every holder of shares in this Corporation shall be entitled to have a Certificate representing all shares to which he is entitled. No Certificate shall be issued for any share until such share is fully paid.

Section 2. Form. Certificates representing shares in this Corporation shall be signed by the President and the Secretary or an Assistant Secretary and may be sealed with the Seal of this Corporation or a facsimile thereof.

Section 3. Transfer of Stock. The Corporation shall register a Stock Certificate presented to it for transfer if the Certificate is properly endorsed by the holder of record or by his duly authorized attorney.

Section 4. Lost, Stolen or Destroyed Certificates. If the shareholder shall claim to have lost or destroyed a Certificate of shares issued, upon the making of an affidavit of the fact by the person claiming the Certificate of stock to be lost, stolen or destroyed, and, at the discretion of the Board of Directors, upon the deposit of a bond or other indemnity in such amount and with such sureties, if any, as the Board may reasonably require, the Board of Directors may direct a new Certificate or Certificates to be issued in place of any Certificate or Certificates theretofore issued by the Corporation.

ARTICLE V. BOOKS AND RECORDS

Section 1. Books and Records. This Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Shareholders, Board of

Directors and committees of Directors.

This Corporation shall keep at its registered office or principal place of business, a record of its Shareholders, giving the names and addresses of all Shareholders and the number of shares held by each.

Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 2. Shareholders' Inspection Rights. Any person who shall have been a holder of record of shares, or of voting trust certificates therefor, at least six (6) months immediately preceding his demand, or the holder of record of voting trust certificates for at least five percent (5%) of the outstanding shares of the Corporation, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, its relevant books and records of accounts, minutes and records of shareholders and to make extracts therefrom.

Section 3. Financial Information. Not later than four (4) months after the close of each fiscal year, this Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and a Profit and Loss Statement showing the results of the operations of the Corporation during its fiscal year.

Upon the written request of any Shareholder or holder of voting trust certificates for shares of the Corporation, the Corporation shall mail to each Shareholder, or holder of voting trust certificates, a copy of the most recent Balance Sheet and Profit and Loss Statement.

Balance Sheets and Profit and Loss Statements shall be kept in the registered office of the Corporation in this state for at least five (5) years, and shall be subject to inspection during business hours by any Shareholder or holder of voting trust certificates, in person or by agent.

ARTICLE VI. DIVIDENDS

The Board of Directors of this Corporation may, from time to time, declare, and the Corporation may pay, dividends on its shares in cash, property or its own shares, except when the Corporation is insolvent or when the payment thereof would render the Corporation insolvent, subject to the provisions of Florida Statutes.

ARTICLE VII. CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be in circular form.

ARTICLE VIII. AMENDMENT

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by a majority of the members of the Board of Directors making such resolution; and, thereafter, submitting the said altered, amended, repealed and new Bylaws to a specially called Shareholders meeting, at which meeting a majority of the Shareholders entitled to vote, represented in person or by proxy, shall have approved or disapproved.

The foregoing Bylaws were adopted by a majority of the Shareholders of the Corporation at its principal Shareholders meeting held on _____.

**RATIFICATION OF MINUTES OF THE ANNUAL MEETING OF
SHAREHOLDERS**

I, the undersigned shareholder of the Corporation, do hereby ratify, approve and confirm all that has occurred at the foregoing meeting, the minutes of which have been read, and in signification of such approval, ratification and confirmation, and of my assent to any and all acts at said meeting, do hereby sign on the date below written.

DATED: _____, 19____

RESOLUTION - AUTHORIZATION FOR ISSUANCE OF SHARES OF CORPORATION IN EXCHANGE FOR REALTY

Whereas, at a meeting of the board of directors of the _____ Corporation (hereinafter sometimes referred to as the "Corporation"), it was resolved that the Corporation accept the offer of _____ attached hereto, and issue _____ percent of the authorized capital stock of the Corporation, fully paid and nonassessable; and

Whereas, _____, as the sole owner of the real estate situated in the City of _____, County of _____, State of _____, has offered to sell to the Corporation the real estate, as more fully described in the offer attached hereto, in return for _____ percent of the authorized stock of this corporation; and

Whereas, the real estate is valuable for the use and lawful purposes of the Corporation;

Now, therefore, be it resolved that the offer made by _____ to the Corporation is accepted. Resolved further that the secretary of the Corporation shall promptly deliver to the offeror, a certified copy of the minutes of this meeting.

Resolved further that the president of the Corporation execute and deliver to the offeror, _____ certificates of stock for _____ shares of the Corporation, which shares shall constitute _____ percent of the authorized capital stock of the Corporation fully paid and nonassessable, on receipt from the offeror, of a warranty deed transferring the real estate to the Corporation.

Resolved further, that all prorations and adjustments for items including, but not limited to, taxes, interest, insurance and rents, shall be made as of the date of the transfer according to the local custom in the real estate industry.

By the Board of Directors, this Resolution is adopted this _____.

Chairman, Board of Directors

MINUTES OF THE FIRST MEETING OF THE BOARD OF DIRECTORS

The initial meeting of the Board of Directors of the Corporation was held at the office of the corporation, on _____, 19____, immediately following the initial meeting of shareholders of the Corporation.

The Director present was _____. Temporary Chairman was nominated and elected and acted as such until relieved by the President, same being _____.

The Chairman then presented and read to the meeting a Waiver of Notice of meeting, subscribed by all of the Directors of the Corporation.

Upon a motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the Chairman be requested to cause the same to be spread at length upon the minutes.

The Chairman then stated that nominations for officers of the Corporation were in order. The following persons were nominated and thereupon elected to the position opposite their names to serve until their successors are elected and qualified:

_____	PRESIDENT
_____	VICE PRESIDENT
_____	SECRETARY
_____	TREASURER

The President, Vice President, Secretary and Treasurer thereupon assumed their respective offices.

The Chairman then stated that it was advisable to issue immediately certain shares of stock of the Corporation's common stock at its par value, none of which are issued and outstanding.

Thereupon, the following resolution was adopted:

RESOLVED, that the officers of the Corporation are hereby authorized to issue at this time, shares of the authorized capital stock of the Corporation to the following:

SHARES TO BE ISSUED TO	NUMBER OF SHARES	CONSIDERATION THEREFORE
_____	_____	_____

The following resolution was unanimously adopted:

RESOLVED, that the President and Treasurer be authorized, empowered and directed to open a bank account and to deposit therein all funds of the Corporation, payable on said account to

be made in the corporate name and that a copy of the printed form of the bank resolution be appended to the minutes of this meeting.

The President then presented and read the minutes of the first meeting of shareholders of this Corporation, and the same were, on motion duly made, seconded and unanimously carried, in all respects ratified and adopted by this Board of Directors.

The President then presented and read to the meeting the Bylaws adopted at said meeting of the shareholders and made a part of the minutes, and on motion duly made, seconded and unanimously carried, the same were, in all respects, ratified, confirmed and approved as and for the Bylaws of the said Corporation.

On motion duly made, seconded and carried, the President was directed to designate such agents for service of process as the President may deem advisable from time to time, and to file with the Office of the Secretary of State, State of _____, immediately and thereafter as required, the appropriate certificates designating the offices and agent or agents for service of process on this Corporation, and further to file copies of the same as a part of these minutes.

On a motion duly made, seconded and carried, the Treasurer was directed to pay from the corporate funds the expense of organizing the Corporation, approval of payment being given to the bill of attorneys for the Corporation.

Upon motion duly made, seconded and carried, the law firm of _____, was named as general counsel for this Corporation.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

DATED: _____, 19____

WAIVER OF NOTICE OF THE FIRST MEETING OF BOARD OF DIRECTORS

I, the undersigned Director of the Corporation, do hereby waive all notice of the first meeting of the Board of Directors of the said Corporation, and do consent that said meeting shall be held at the same place and immediately following, the initial meeting of the shareholder(s) of the said Corporation for the purpose of electing officers and for such business as may lawfully come before said meeting.

DATED: _____, 19____

RATIFICATION OF MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

I, the undersigned member of the Board of Directors of the Corporation, do hereby ratify, approve and confirm all that has occurred at the foregoing meeting, the minutes of which I have read, and in signification of such approval, ratification and confirmation, and of my assent to any and all acts at said meeting, do hereby sign on the date below written.

DATED: _____, 19____

SHAREHOLDERS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 19_(3), by and between _____, hereinafter "Shareholders" of _____, hereinafter "Corporation".

WITNESSETH:

WHEREAS, the parties believe it is in their best interest to unanimously agree to terms below related to the operation, management and control of the Corporation in order to achieve harmonious balance and direction.

NOW THEREFORE, the parties agree to the following:

1. The Shareholders agree to maintain "S" status of the Corporation for federal tax purposes throughout a period of five (5) years from the date hereof unless seventy-five percent (75%) of outstanding stock of the Corporation is voted in such a manner as to consent to the revocation of such status.

2. The parties hereto agree to execute a Buy-Sell Agreement between and mutually acceptable by the parties.

3. For a period of five (5) years from the date of this Agreement, the Shareholders as Directors shall, unless one is either no longer a Shareholder, or unable or unwilling to perform, vote for the following officers:

_____ President

_____ Vice President/Treasurer

_____ Secretary

4. Restrictive Endorsements shall be set forth on all the stock certificates for the Corporation which shall set forth that such stock is subject to the Buy-Sell Agreement terms as well as to the voting restrictions contained herein.

5. The Corporation shall do its banking business at _____ or at such bank or banks as determined in the sole discretion of the Directors. The signature of any one officer of the Corporation shall be sufficient for checks or drafts up to the amount of One Thousand Dollars (\$1,000.00). The joint signature of either _____ or _____ as one party, and _____ as the other party will be necessary for any check over the amount of One Thousand Dollars (\$1,000.00).

6. The Shareholders consent that upon the occurrence of a situation whereby the operating capital of the Corporation is not sufficient to meet operating expenses and upon a majority vote by the Shareholders each Shareholder shall make the required contribution as to such total request within thirty (30) days of request of a Shareholder in the proportion of their stock ownership interest in the Corporation. Failure to make such contribution within said thirty (30) days will result in the then remaining Shareholders having the right to purchase the prorata share of the stock held by the Shareholder who has failed to make his capital contribution by purchasing the capital contribution together with interest at prime (as determined by Chase Manhattan Bank) plus one percent (1%).

7. The parties hereto agree that the Corporation shall lease certain real property for its corporate purposes.

8. The Corporation shall utilize the accrual method of accounting with a year ending in December of any given year.

9. Corporate books shall be kept in the offices of the Corporation unless the Shareholders agree otherwise. The books are to be maintained under generally accepted accounting standards with sufficient controls and audit trail necessary for easy outside review. A monthly financial operating statement shall be sent to each Shareholder not later than seven (7) working days after the last day of the previous month. Such financial report shall include current month and year to date results of operation and balance sheet information. Furthermore, at the request of any Shareholder, the parties agree to an annual financial review for a previous year of business. Any such annual review shall be performed by someone other than the CPA who is utilized for day to day operations by the Corporation.

10. For transactions involving up to and including the amount of One Thousand Dollars (\$1,000.00), any officer of the Corporation is authorized to enter into in the future any and all contracts and leases for the improvements, purchase, maintenance, sale, lease or other disposition of corporate property in the form customary for such agreements. Furthermore, to the extent of the above stated limit an officer may borrow money on behalf of the Corporation at commercially reasonable terms. Any transaction of whatever kind, over and above the amount of One Thousand Dollars (\$1,000.00) shall be agreed to in writing prior to the binding the Corporation to the same by Shareholders holding a minimum of seventy-five percent (75%) of the outstanding shares of the Corporation. Furthermore, each Director must sign each agreement, lease, contract or other document in which any corporate obligation is created to signify their consent to approving the same.

11. The Shareholders hereof shall be respectively entitled to reimbursement from the Corporation for all personal out-of-pocket direct costs, including on-site costs incurred by them in furthermore of the Corporation's business. Such Shareholders shall furnish written receipts relative to the same upon request. It is expressly understood that no cost over and above One Thousand Dollars (\$1,000.00) shall be incurred without the written consent of the Shareholders holding a minimum of seventy-five (75%) of the outstanding shares of the Corporation.

12. The parties hereto agree to execute any and all necessary documents required to carry out the terms of this Agreement.

13. This Agreement shall be binding upon, and inure to the benefit of the parties thereto, their legal representatives, successors and assigns. However, no assignment shall be made of the rights hereunder without the prior written consent of the other parties.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

15. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

16. In the event a party to this Agreement must employ an attorney to enforce the provisions hereof or to secure performance by a defaulting party under the terms herein stated, the prevailing party in litigation arising therefrom shall be entitled to an award of its reasonable attorney's fees both on trial and the appellate level incurred in enforcing this Agreement and/or securing performance of the terms herein stated.

17. This Agreement shall have an initial term of five (5) years and shall be renewed for additional five (5) year terms automatically and perpetually thereafter unless a Shareholder decides to terminate the same within sixty (60) days of the end of a term, whereupon such Shareholder shall be deemed to have offered his stock under the Buy-Sell Agreement described above as amended. This Agreement shall terminate upon the earlier of the following:

- a. Dissolution of the Corporation;
- b. Mutual agreement of the parties hereto;
- c. Bankruptcy of the Corporation or of any Shareholder.

18. All notices that the parties hereto may desire or be required to give hereunder shall be deemed to have been properly given and shall be effective when and if sent by U.S. regular mail, postage prepaid, U.S. certified mail and/or by personal delivery or by courier, addressed to the following:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

This Agreement has been entered into on the date set forth above.

Shareholder

Shareholder

Shareholder

Acceptance, ratification and acknowledgment of the above terms:

Director

Director

Director

ATTEST: _____
Secretary

MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

The annual meeting of the Board of Directors of the Corporation was held at the office of the corporation, on _____, 19____, immediately following the annual meeting of shareholders of the Corporation.

The Director present was _____.

Temporary Chairman was nominated and elected and acted as such until relieved by the President, same being _____.

The Chairman then presented and read to the meeting a Waiver of Notice of meeting, subscribed by all of the Directors of the Corporation.

Upon a motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the Chairman be requested to cause the same to be spread at length upon the minutes.

The Chairman then stated that nominations for officers of the Corporation were in order. The following persons were nominated and thereupon elected to the position opposite their names to serve until their successors are elected and qualified:

_____	PRESIDENT
_____	VICE PRESIDENT
_____	SECRETARY
_____	TREASURER

The President, Vice President, Secretary and Treasurer thereupon assumed their respective offices.

The President then presented and read the minutes of the annual meeting of shareholders of this Corporation, and the same were, on motion duly made, seconded and unanimously carried, in all respects ratified and adopted by this Board of Directors.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

DATED: _____, 19____

STOCK REDEMPTION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 19____, is by and between _____, hereinafter referred to as the "Seller", and _____, hereinafter referred to as the "Purchaser".

WITNESSETH:

WHEREAS, the Seller is the owner and holder of record of _____ (_____) shares of the issued and outstanding shares of the capital stock of the Purchaser; and,

WHEREAS, the Purchaser desires to repurchase said _____ (_____) shares of said stock, hereinafter referred to as the "Seller's Stock", and the Seller desires to sell, or cause to be sold, all of said shares of stock upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and sale of the Seller's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE: CLOSING

A. Purchase and Sale of Corporation's Stock. Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey and transfer the Seller's Stock, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Seller's Stock in consideration of the purchase price set forth in Section Two of this Agreement. The certificates representing the Corporations' Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion.

B. Procedure for Closing. The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at such place as is agreed upon by the parties hereto on or before the ____ day of _____, 19____, (such date to be referred to in this Agreement as the "Closing Date").

2. PURCHASE PRICE

A. Consideration. The total consideration for the purchase of the Seller's Stock, pursuant to this Agreement, shall be the total sum of _____ (\$_____).

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller warrants and represents:

A. Restrictions on Stock.

1) The Seller is not a party to any agreement, written or oral, creating rights in respect of any Seller's Stock in any third person or relating to the voting of Seller's Stock.

2) Seller is the lawful owner of Seller's Stock, free and clear of all security interest, liens, encumbrances, equities and other charges.

3) There are no existing warrants, options, stock purchase agreements, restriction of any nature, relating to the subject Seller's Stock.

B. Survival. All warranties contained within this Agreement shall survive closing of this transaction.

4. GENERAL

A. Each of the parties to this Agreement covenants and agrees that the Seller's representations, warranties, covenants and statements and agreements contained in this Agreement shall survive the Closing Date. Except as set forth in this Agreement, there are no other agreements, representations, warranties or covenants by or between the parties hereto with respect to the subject matter hereof.

B. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of _____.

D. Should Seller default under this Agreement, Purchaser may be able to seek and obtain any and all remedies available at law or in equity, including rescission of this Agreement. Purchaser shall have the right to obtain all remedies cumulatively available and will not be limited to one such remedy.

E. Should either party default under this Agreement, the party enforcing this Agreement shall be entitled to reimbursement of all costs, including reasonable attorneys' fees incurred at the trial and appellate levels.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto, all on the date first above written.

Signed, Sealed and Delivered in the presence of:

"SELLER"

DATED: _____

"PURCHASER"

**WAIVER OF NOTICE OF THE
ANNUAL MEETING OF BOARD OF DIRECTORS**

I, the undersigned Director of the Corporation, do hereby waive all notice of the annual meeting of the Board of Directors of the said Corporation, and do consent that said meeting shall be held at the same place and immediately following, the initial meeting of the shareholder(s) of the said Corporation for the purpose of electing officers and for such business as may lawfully come before said meeting.

DATED: _____, 19____

**RATIFICATION OF MINUTES OF THE
ANNUAL MEETING OF THE BOARD OF DIRECTORS**

I, the undersigned member of the Board of Directors of the Corporation, do hereby ratify, approve and confirm all that has occurred at the foregoing meeting, the minutes of which I have read, and in signification of such approval, ratification and confirmation, and of my assent to any and all acts at said meeting, do hereby sign on the date below written.

DATED: _____, 19____

PROXY

BE IT KNOWN, that I, _____, the undersigned Shareholder of _____, a _____ corporation, hereby constitute and appoint _____ as my true and lawful attorney and agent for me and in my name, place and stead, to vote as my proxy at the Meeting of the Shareholders of the said corporation, to be held on _____ or any adjournment thereof, for the transaction of any business which may legally come before the meeting, and for me and in my name, to act as fully as I could do if personally present; and I herewith revoke any other proxy heretofore given.

WITNESS my hand and seal this ____ day of _____, 19(8).

SUBSCRIPTION AGREEMENT

I, _____, do hereby subscribe to purchase _____ shares of Stock of _____, a _____ corporation (the "Company"), Par Value of which is \$ _____, and for which I agree to pay \$ _____ per share, for a total purchase price of \$ _____.

I agree that my failure to pay any installments as may be required in a promissory note accompanying this subscription agreement is a default of my obligation hereunder, and if those installments are not timely paid, (i) the Company may immediately terminate this Agreement; (ii) my right, title and interest in all the stock purchased hereby shall be null and void; (iii) the Company may cancel all shares of stock then held by me; (iv) I shall forfeit any monies which have been paid to the Company hereunder; and (v) I shall be deemed to have waived any and all claims or cause(s) of action which I may have against the Company.

DATED: _____

Sworn to and subscribed before me this ____ day of _____, 19 ____.

(SEAL)

Notary Public

My Commission Expires:

ACCEPTED by and for the Corporation:

President

DATED: _____

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 19 ____, by and between _____, (hereinafter referred to as "Seller") and _____, (hereinafter referred to as "Purchaser");

WITNESSETH:

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the capital stock of _____, (hereinafter referred to as the "Corporation"), a _____ corporation, which Corporation has issued capital stock of ____ shares of \$ _____ par value common stock, and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE:

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at _____, on _____, at _____, or such other place, date and time as the parties hereto may otherwise agree.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE.

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby warrants and represents:

(a) Organization and Standing.

Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of _____ and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock.

- i. The Seller is not a party to any agreement, written or oral, creating rights in respect to

the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.

ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER.

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement.

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings.

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law.

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Signed, sealed and delivered in the presence of:

EXHIBIT "A"

AMOUNT AND PAYMENT OF PURCHASE PRICE

(a) Consideration.

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of _____ Dollars (\$_____), such total consideration to be referred to in this Agreement as the "Purchase Price".

(b) Payment.

The Purchase Price shall be paid as follows:

i. The sum of _____ Dollars (\$_____) to be delivered to Seller upon the execution of this Agreement.

ii. The sum of _____ Dollars (\$_____) to be delivered to Seller at Closing.

BUY-SELL AGREEMENT

AGREEMENT, made this ____ day of _____, 19____, by and between _____, _____, _____, hereinafter separately referred to as "Stockholder", and jointly as "Stockholders", and _____, a _____ corporation, hereinafter referred to as the "Corporation",

WITNESSETH :

WHEREAS, the Stockholders together own 100% of the outstanding shares of capital stock of the Corporation, and

WHEREAS, as used herein, the term "shares" shall mean all shares of common stock, at \$_____ par value, of the Corporation now owned or hereafter acquired by the parties, and

WHEREAS, the Stockholders are actively engaged in the conduct of the business of the Corporation, and it is contemplated that success or failure of the corporate enterprise will at all times depend in large measure on the personal abilities of the Stockholders, and

WHEREAS, there is not now, nor is there likely in the future to be a substantial market for the shares of the Corporation, and

WHEREAS, for the foregoing reasons, the parties desire to provide for the purchase by another Stockholder or by the Corporation of the stock of any party desiring to sell the same; and for the purchase by the Corporation of the stock of a deceased party.

IT IS THEREFORE AGREED, in consideration of the mutual promises and covenants hereinafter set forth, as follows:

1. Restriction During Life. No stockholder shall transfer or encumber any of his shares of capital stock of the Corporation during his lifetime to any person, firm or corporation, without the consent of the Corporation and the other Stockholder, unless the Stockholder desiring to make the transfer or encumber (hereinafter referred to also as the "Transferor") shall have first made the offer hereinafter described and such offer shall not have been accepted.

A. Offer by the Transferor: The offer shall be given pro rata initially to the other Stockholder(s) and shall consist of an offer to sell or encumber all of the shares of the capital stock of the Corporation owned by the Transferor, to which shall be attached a statement of intention to transfer, the name and address of such prospective transferee, the number of shares of capital stock involved, and the terms of such transfer or encumbrance.

B. Acceptance of Offer: Within thirty (30) days after the receipt of such offer the other Stockholder(s) may, at their option, elect to accept the offer. If such offer is not accepted by the other Stockholder(s), the Corporation may within thirty (30) days after the rejection of such offer, at its option, elect to accept the offer. The Corporation shall exercise its election to purchase by giving notice thereof to the Transferor and to the other Stockholder(s). The other Stockholder(s) shall exercise the election to purchase by giving notice thereof to the Transferor and to the Corporation. In either event, the notice shall specify a date for the closing of the transaction, which shall not be more than thirty (30) days after the date of the giving of such notice.

C. Purchase Price: The purchase price for, or the consideration for the encumbrance of

the shares of the capital stock of the Corporation owned by the Transferor shall be set forth in paragraph 3 hereof.

D. Closing of Transaction: The closing of the transaction shall take place at the principal office of the Corporation. The consideration shall be paid as provided for in paragraph 3 hereof. Certificates for all shares sold or encumbered hereunder, property endorsed to the Corporation or to the purchasing Stockholder, as the case may be, shall be delivered by the transferor not later than the date of closing.

E. Release from Restriction: If the offer is neither accepted by the Corporation nor by the other Stockholder(s), the Transferor may make a bona fide transfer to the prospective transferee named in the statement attached to the offer, such transfer to be made only in strict accordance with the terms therein stated. However, if the Transferor shall fail to make such transfer within _____ (___) days following the expiration of the election period by the other Stockholder(s), such shares of capital stock shall again become subject to all of the restrictions of this Agreement, provided, however, that nothing contained herein shall be construed as releasing any shares of this Corporation from any restriction or requirement of law concerning transfer of such shares.

F. Termination of Employment: Any shareholder whose employment in any capacity with the company or its subsidiaries terminates for any reason whatsoever, voluntarily or involuntarily, shall be considered as of the date of such termination of employment to have made an offer of all of his shares of stock subject to the terms of this Agreement, at the purchase price stated in paragraph 3 hereof.

G. Subchapter "S" Election: If at the time of a transfer of stock permitted hereunder, the Corporation then is an "S" corporation, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be executed and delivered prior to the delivery of the shares to the transferee at the closing of such sale and transfer.

2. Purchase Upon Death. Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by him, and to which he or his estate shall be entitled, shall be sold and purchased as hereinafter provided:

A. Obligation of the Corporation to Purchase: It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or his Personal Representative shall be entitled, at the price set forth in paragraph 3 hereof.

B. Closing: The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon ____ days notice to the Transferor which date shall be not more than ____ days following the date of the qualification of the Personal Representative and not less than ____ days following such date.

C. Insurance: To insure or partially insure its obligation under this Agreement to purchase from the estate of a deceased Stockholder the shares owned by him prior to his death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder.

If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.

D. Balance of Purchase Price: If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: ____% of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in (15) (____) installments, which note shall be secured by the stock of the deceased Stockholder.

E. "S" Election: If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.

3. Consideration.

A. Unless the parties agree to another price in writing, the price for each share of capital stock to be sold under this Agreement shall be equal to its fair market value as an on-going business concern as determined in the sole discretion of the company's Certified Public Accountant, (CPA) and such determination by the CPA shall be binding and conclusive upon the parties hereto.

B. Unless the parties agree otherwise, the purchase price shall be paid as follows:

i. _____ percent (____) of the amount determined to be due as the price to be paid at the closing in addition to any insurance proceeds and the balance to be payable by the execution of a promissory note in such amount to be repaid in ____ (____) installments, such note to be secured by the stock being sold.

ii. The promissory note shall bear interest until paid in full at the prime rate as determined from time to time by Chase Manhattan Bank or any other bank as determined by and agreed upon by the Stockholders.

iii. In the event that suit shall be required to collect on the promissory notes above referred to, then in such event, the defaulting Stockholder or the Corporation shall pay for attorney fees, and courts costs, incurred in such action.

4. Limitation on Stockholder's Right to Pledge Stock. The restrictions of paragraph 1 above shall not apply to encumbrances as collateral for a note or notes in favor of the company or any one or more of the other Stockholders or in favor of a recognized lending institution, but only if the proceeds of such loan are used in their entirety to purchase shares of the Corporation and the borrowing Stockholder delivers to the Corporation and the other Stockholder(s) the written commitment of the lender, in form acceptable to the Corporation that such lender will not dispose of such shares without first affording the Corporation and the other Stockholder(s) the right for a period of ____ days to purchase shares at a price satisfactory to the Corporation and the other Stockholder(s).

5. Corporate Restrictions After Purchase. So long as any part of the purchase price of shares of capital stock sold in accordance with this Agreement remains unpaid, the Corporation

shall not:

- A. declare or pay dividends on its capital stock;
- B. reorganize its capital structure;
- C. merge or consolidate with any other corporation, or sell any of its assets except in the regular course of business;
- D. increase the salary of any officer or executive employee of the Corporation;
- E. allow any of its obligations to become in default; or
- F. allow any judgments against the Corporation or any liens against the Corporation's property to remain unsatisfied.

So long as any part of such purchase price remains unpaid, the Transferor, or the Personal Representative of the Decedent shall have the right to examine the books and records of the Corporation from time to time and to receive copies of all accounting reports and tax returns prepared for the Corporation. If the Corporation breaches any of its obligations under this paragraph, the Transferor or the Personal Representative, in addition to any other remedies available, may elect to declare the entire unpaid purchase price due and payable forthwith.

6. Purchase By Stockholder. Whenever a Stockholder purchases shares of capital stock under this Agreement, such purchaser (unless he shall have paid the entire purchase price in cash) shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to such purchaser, execute a UCC-1 Financing Statement (for recording), and deliver the same to the Seller as collateral security for the payment of the unpaid purchase price; and such capital stock shall be so held until the entire purchase price shall be paid. While such capital shall be so held as collateral security and so long as the Purchaser is not in default, the Purchaser shall be entitled to all voting rights with respect thereto. Dividends paid shall be applied to the indebtedness.

7. Purchase By Corporation. Whenever the Corporation shall, pursuant to this Agreement, be required to purchase shares of the capital stock of the Corporation, the Stockholders and the Personal Representative of any Decedent shall do all things and execute and deliver all papers as may be necessary to consummate such purchase. Any note required to be given hereunder by the Corporation as part of the purchase price shall be endorsed and guaranteed by the remaining or surviving Stockholders, who shall not be discharged from such liability by reason of the subsequent extension, modification or renewal of any such note. Until all amounts due are paid, the stock certificates and a UCC-1 Financing Statement (to be recorded) shall be delivered to Seller.

8. Endorsement On Stock Certificates. Each certificate representing shares of capital stock of the Corporation now or hereafter held by the Stockholders shall contain with a legend in substantially the following form: "The transfer or encumbrance of the shares of stock represented by the within certificate is restricted under the terms of an Agreement dated _____ a copy of which is on file at the Corporation office."

9. Value of Purchase Price for Tax Purposes. It is understood that the purchase price, determined as set forth hereinabove, shall be the value of the purchased shares for all tax purposes. In the event such value is later increased by any federal or state taxing authority, any tax liability resulting from such increase shall be borne by the selling Stockholder or his Personal Representative, as the case may be.

10. Amendments. This Agreement may be amended or altered by execution of a written

agreement authorized by corporate resolution and signed by all the parties hereto.

11. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, shall be given in writing by registered or certified mail addressed, in the case of the Stockholders, to his address appearing on the stockbooks of the Corporation, or to his residence, or to such other address as may be designated by him, and in the case of the Corporation, to the principal office of the Corporation, postage prepaid, by United States Mail, and shall be considered to have been delivered on the 2nd day following the date stamped by the post office.

12. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

13. Modification. It is understood between the parties that this Agreement contains the entire understanding of the parties and no change or modification of this Agreement shall be valid unless the same be in writing and signed by all the parties hereto.

14. Binding Effect. This Agreement shall bind and, unless inconsistent with its provisions, shall inure to the benefit of the Executor, Administrator or Personal Representative, and the heirs and assigns of each of the Stockholders.

15. Prior Agreement. This Agreement supersedes any prior Agreement of the parties.

16. Deadlock. If at any time the Stockholders cannot agree on the Certified Public Accountant of the company and therefore are unable to establish an acceptable price for purchase, the matter shall be submitted to arbitration in the following manner:

A. Each Stockholder shall, within _____ (___) days after notice of such deadlock, appoint a Certified Public Accountant, and the two accountants shall then appoint a third Certified Public Accountant within _____ (___) days after the two accountants are selected, and the average of purchase price determined by them shall be final, conclusive and binding upon the Stockholders, their executors, administrators and personal representatives, and a judgment on such determination may be obtained in any court of proper jurisdiction. The cost of such accounting shall be borne equally by the parties unable to reach agreement hereunder.

In the event any one of the Stockholders shall fail within the given time to select a Certified Public Accountant to represent him to resolve the dispute, then and in such event, the remaining Stockholder shall have the right to institute suit for specific performance under this Agreement, and the defaulting Stockholder shall pay for all attorney fees and court costs of such action.

17. Indebtedness of a Stockholder. In the event that there is a purchase and sale of shares of stock or interest therein, pursuant to the provisions hereinabove, and there is any indebtedness owed by the selling Stockholder or his estate to any party to this Agreement, then, notwithstanding the said provisions relating to the payment of the purchase price, and any amount to be paid for the stock being purchased shall be applied first to reduce and satisfy any indebtedness owed by the Selling Stockholder or his estate to any party under this Agreement.

18. Default. In the event of a default in the payment of any installment of the purchase price, the covenants and conditions of this Agreement, or any Security Agreement given to Sellers, Sellers may declare the entire unpaid portion of the purchase price to be immediately due and payable, and may proceed to enforce payment of same and to exercise any and all rights and remedies provided by the Uniform Commercial Code as well as any other rights and

remedies either at law or in equity available to them, and Seller may assign, sell or transfer all or any part of the collateral in such manner, at such price, and on such terms and conditions as Sellers, in their sole and absolute discretion, may determine. Sellers or the Corporation shall have the right to purchase any or all of the collateral, apply any unpaid indebtedness on account thereof, and have a claim against Purchaser for the balance of such indebtedness in addition to any and all remedies available to them at law or in equity.

19. Voting. It is understood and agreed that until the purchase price shall have been paid in full, the Purchaser shall have no voting rights whatsoever.

20. Termination of Agreement. This Agreement shall terminate upon the occurrence of one of the following events:

- A. The written agreement of the parties hereto or their successors in interest to that effect;
- B. The bankruptcy, receivership, or dissolution of the Corporation;
- C. The disposal of all the shares of stock of any Stockholder during his lifetime or by his Personal Representative or estate upon his death, shall terminate this Agreement as to such retiring or deceased Stockholder; or
- D. All of the issued and outstanding stock of the Corporation becoming owned by one of the Stockholders of the Corporation.

21. Laws Governed By. This Agreement is executed in and shall be construed by and governed under the laws of the State of _____.

22. Withdrawal from Corporation. Any Shareholder may withdraw from participation in the Corporation at any time in accordance with the following provisions:

A. Notice to Corporation. Such Stockholder ("Withdrawing Stockholder") shall give notice to the Corporation at least _____ (____) days prior to the date (he)(she) wants to withdraw ("Withdrawal Date") which notice shall set forth the Withdrawal Date.

B. Offer to Corporation. Within _____ (____) days after receipt of such notice, the Corporation may, at its option, elect to purchase all, but not less than all, of the Withdrawing Stockholder's shares. The Corporation shall exercise its option to purchase by giving written notice thereof to the Withdrawing Stockholder within said _____ (____) day period. Such written notice shall specify a date for the closing of the purchase, which shall not be more than _____ (____) days after the date of the giving of such notice. The purchase price for the shares to be paid by the Corporation and terms of payment therefor shall be as set forth in Paragraph 3 hereof.

C. Acceptance by Stockholders. If the Corporation fails to exercise said option within said _____ (____) day period, then for a _____ (____) day period thereafter the other Stockholder(s) of the Corporation shall have the option to purchase such shares, such option to be exercised in the same manner as that of the Corporation, and the purchase price and terms of payment to be the same for the Stockholder(s) as for the Corporation as set forth in Paragraph 3 hereof. The option may be exercised by the Stockholders pro rata (based on that proportion which the number of shares owned by each other Stockholder bears to the total number of shares then outstanding, not counting the shares proposed to be sold), and if one (or more) of the Stockholders does not desire to exercise his option, then his option shall be exercisable on a pro rata basis by the other Stockholders (not counting for any purpose, the shares proposed to be sold or the shares owned by any Stockholder who does not

desire to exercise his option); or the option may be exercised by the other Stockholders on such basis as they may agree upon.

D. Dissolution and Liquidation. In the event that neither the Corporation nor the other Stockholder(s) purchase the shares of the Withdrawing Stockholder, the other Stockholder(s) agree to execute a consent voluntarily dissolving the Corporation. In addition, the Stockholder(s) agree to liquidate the assets of the Corporation as soon as practicable thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. Signed, Sealed and Delivered in the Presence of:

"STOCKHOLDERS"

"CORPORATION"

_____ By: _____

President of the Corporation

ATTEST: _____
Secretary of the Corporation

(CORPORATE SEAL)

Employment Contracts

EMPLOYMENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 19_____, by and between _____, of _____, hereinafter referred to as "employer", and _____, of _____, hereinafter referred to as "employee".

The parties recite that:

A. Employer is engaged in _____ and maintains business premises at _____.

B. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, employer and employee covenant and agree as follows:

1. AGREEMENT TO EMPLOY AND BE EMPLOYED

Employer hereby employs employee as _____ at the above-mentioned premises, and employee hereby accepts and agrees to such employment.

2. DESCRIPTION OF EMPLOYEE'S DUTIES

Subject to the supervision and pursuant to the orders, advice, and direction of employer, employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to him from time to time by employer.

3. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES

Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at the abovementioned premises and at such other place or places as employer shall in good faith require or as the interests, needs, business, and opportunities of employer shall require or make advisable.

4. DURATION OF EMPLOYMENT

The term of employment shall be _____ years, commencing on _____, 19_____, and terminating _____, 19_____, subject, however, to prior termination as provided in Sections 8 and 9 hereof.

5. COMPENSATION; REIMBURSEMENT

Employer shall pay employee and employee agrees to accept from employer, in full payment for employee's services hereunder, compensation at the rate of _____ Dollars (\$_____) per annum, payable _____. In addition to the foregoing, employer will reimburse employee for any and all necessary, customary, and usual expenses incurred by him

while traveling for and on behalf of the employer pursuant to employer's directions.

6. EMPLOYEE'S LOYALTY TO EMPLOYER'S INTERESTS

Employee shall devote all of his time, attention, knowledge, and skill solely and exclusively to the business and interests of employer, and employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of employee. Employee expressly agrees that during the term hereof he will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other business similar to employer's business or any allied trade, except that nothing herein contained shall be deemed to prevent or limit the right of employee to invest any of his surplus funds in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything herein contained be deemed to prevent employee from investing or limit employee's right to invest his surplus funds in real estate.

7. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS

Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

8. OPTION TO TERMINATE ON PERMANENT DISABILITY OF EMPLOYEE

Notwithstanding anything in this agreement to the contrary, employer is hereby given the option to terminate this agreement in the event that during the term hereof employee shall become permanently disabled, as the term "permanently disabled" is hereinafter fixed and defined. Such option shall be exercised by employer giving notice to employee by registered mail, addressed to him in care of employer at the above stated address, or at such other address as employee shall designate in writing, of its intention to terminate this agreement on the last day of the month during which such notice is mailed. On the giving of such notice this agreement and the term hereof shall cease and come to an end on the last day of the month in which the notice is mailed, with the same force and effect as if such last day of the month were the date originally set forth as the termination date. For purposes of this agreement, employee shall be deemed to have become permanently disabled if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control, he shall have been continuously unable or unwilling or have failed to perform his duties hereunder for thirty (30) consecutive days, or if, during any year of the term hereof, he shall have been unable or unwilling or have failed to perform his duties for a total period of thirty (30) days, whether consecutive or not. For the purposes hereof, the term "any year of the term hereof" is defined to mean any period of 12 calendar months commencing on the first day of _____ and terminating on the last day of _____ of the following year during the term hereof.

9. DISCONTINUANCE OF BUSINESS AS TERMINATION OF EMPLOYMENT

Anything herein contained to the contrary notwithstanding, in the event that employer shall discontinue operations at the premises mentioned above, then this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

10. EMPLOYEE'S COMMITMENTS BINDING
ON EMPLOYER ONLY ON WRITTEN CONSENT

Employee shall not have the right to make any contracts or other commitments for or on behalf of employer within the written consent of employer.

11. CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

12. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

13. CONTRACT GOVERNED BY LAW

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of _____.

14. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns.

Executed on the date first above written.

"Employer"

"Employee"

REAL ESTATE SALESMAN INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 19____, by and between _____, of _____, (hereinafter referred to as "Broker"), and _____ of _____, (hereinafter referred to as "Salesman"). The Parties recite that:

A. Broker is duly registered and licensed with the State of _____ as a real estate broker whose license expires _____.

B. Salesman is duly registered and licensed with the State of _____ as a real estate salesman whose license expires _____.

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. STATEMENT OF EMPLOYMENT

Effective as of the date of this Agreement, Broker employs Salesman as a real estate salesman.

2. DUTIES OF SALESMAN

Salesman will carry on the customary activities of a real estate salesman, including, but not necessarily limited to, the showing of parcels of real estate on which Broker has listings, the sale of such property in accordance with the terms of the listings, the solicitation of new listings, and such other services pertaining to the real estate business as Broker may require of him. Salesman shall devote his entire time and attention to such duties and shall use his best efforts with regard to all of such duties.

3. COMMISSIONS ON SALES

Broker shall pay to Salesman a commission equal to ____ percent of the total commission received by Broker, on sales made by Salesman and completed during the effective period of this Agreement. Furthermore, during the effective period of this Agreement, Broker will advance to Salesman against commissions to be earned the sum of _____ DOLLARS (\$_____) per month, provided that Salesman may elect to draw commissions as earned.

4. DURATION OF AGREEMENT; TERMINATION

The term of this Agreement shall be for ____ years, commencing on the date of this Agreement. Either party may terminate this Agreement by sixty (60) days' written notice to the other party. If, on termination of this Agreement, Broker has advanced to Salesman against commissions to be earned a sum of commissions actually earned by Salesman, Salesman will promptly refund the amount of the excess advances.

5. ACCESS TO LISTINGS AND OTHER INFORMATION

Broker will give Salesman access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. Broker shall also furnish Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid Salesman in every way possible with respect to such sales and Salesman's duties

hereunder.

6. LOYALTY TO BROKER'S INTEREST

Salesman will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage, provided, however, that Salesman may invest his assets in such form or manner as will not require his expenditure of any undue amount of time.

7. NONDISCLOSURE OF TRADE SECRETS

Salesman recognizes and acknowledges that the information that will be furnished to him concerning Broker's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special, and unique asset and trade secret of Broker's business. Accordingly, Salesman will not, during or after the term of his employment hereunder, disclose any such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

8. WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

10. GOVERNING LAW

This Agreement shall be governed, interpreted and construed by, through and under the laws of the state of _____.

11. ATTORNEYS' FEES

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. SEVERANCE

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

13. HEADINGS

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the date first above written.

WITNESSES:

"BROKER"

"SALESMAN"

MEMORANDUM OF EMPLOYEE AUTOMOBILE EXPENSE ALLOWANCE

WHEREAS, The employee whose signature appears below agrees to furnish his own automobile to perform his duties hereunder and shall keep it maintained and repaired in good driving condition; and

WHEREAS, for the employee's benefit, the employee shall maintain insurance on the automobile in at least the following amounts: Bodily injury liability, _____ Dollars (\$_____) for each person injured, _____ Dollars (\$_____) for each occurrence; property damage liability _____ Dollars (\$_____) for each accident; _____ Dollars (\$_____) deductible comprehensive coverage, _____ Dollars (\$____); _____ Dollars (\$_____) deductible collision coverage at fair market value; and

WHEREAS, a certification of the employee's insurance showing those coverages will be filed by the employee with the company; and

WHEREAS, all of the requirements of this section shall be complied with at the employee's cost.

NOW THEREFORE, In consideration of the above, the company shall pay the employee _____ Dollars (\$_____) per week for the use of his automobile during the period from _____, 19____, to _____, 19____. Those payments shall be charged to the employee's account as an automobile allowance. The payments shall be made weekly, but neither the payments nor this agreement shall make the company the owner, bailee or lessee of said automobile, nor shall the company be responsible for any damage to the automobile.

Employer

Employee

BUSINESS CONSULTANT AGREEMENT

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "Company", AND _____, whose address is _____, referred to as "Consultant."

1. Consultation Services. The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management and organization of the company, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the company.

2. Terms of Agreement. This agreement will begin _____ and will end _____. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

3. Time Devoted by Consultant. It is anticipated the consultant will spend approximately _____ in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of _____ per month to its duties in accordance with this agreement.

4. Place Where Services Will Be Rendered. The consultant will perform most services in accordance with this contract at _____. In addition the consultant will perform services on the telephone and at such other places as designated by the company to perform these services in accordance with this agreement.

5. Payment to Consultant. The consultant will be paid at the rate of \$_____ per _____ for work performed in accordance with this agreement. However, the consultant will be paid at least \$_____ per month regardless of the amount of time spent in accordance with this agreement. The consultant will submit an itemized statement setting forth the time spent and services rendered, and the company will pay the consultant the amounts due as indicated by statements submitted by the consultant within ten (10) days of receipt.

6. Independent Contractor. Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. Confidential Information. The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

8. Employment of Others. The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

9. Signatures. Both the company and the consultant agree to the above contract.
Witnessed by:

COMPANY

By:

CONSULTANT

Personal Contracts

ANTENUPTIAL AGREEMENT

This Agreement made this ____ day of _____, 19____, by and between _____, of _____, and _____ of _____.

WHEREAS, the parties contemplate legal marriage under the laws of the State of _____; and

WHEREAS, it is their mutual desire to enter into this Agreement whereby they will regulate their relationships toward each other with respect to the property each of them own and in which each of them has an interest.

Now, therefore, it is agreed as follows:

1. That all properties of any kind or nature, real, personal or mixed, wherever the same may be found, which belong to each party, shall be and forever remain the personal estate of said party, including all interest, rents and profits which may accrue therefrom.

2. That each party shall have at all times the full right and authority, in all respects the same as each would have if not married, to use, enjoy, manage, convey and encumber such property as may belong to him or her.

3. That each party may make such disposition of his or her property as the case may be, by gift or will during his or her lifetime, as each sees fit; and in the event of the decease of one of the parties, the survivor shall have no interest in the property of the estate of the other, either by way of inheritance, succession, family allowance or homestead.

4. That each party, in the event of a separation, shall have no right as against the other by way of claims for support, alimony, attorney fees, costs, or division of property.

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

LIVING WILL (FEMALE)

I, _____, of _____, being of sound mind, do hereby willfully and voluntarily make known my desire that my life not be prolonged under any of the following conditions, and do hereby further declare:

1. If I should, at any time, have an incurable condition caused by any disease or illness, or by any accident or injury, and be determined by any two or more physicians to be in a terminal condition whereby the use of "heroic measures" or the application of life-sustaining procedures would only serve to delay the moment of my death, and where my attending physician has determined that my death is imminent whether or not such "heroic measures" or life-sustaining measures are employed, I direct that such measures and procedures be withheld or withdrawn and that I be permitted to die naturally.

2. In the event of my inability to give directions regarding the application of life-sustaining procedures or the use of "heroic measures", it is my intention that this directive shall be honored by my family and physicians as my final expression of my right to refuse medical and surgical treatment, and my acceptance of the consequences of such refusal.

3. If I have been diagnosed as pregnant and such diagnosis is known to my physicians, this directive shall have no force or effect during the course of my pregnancy.

4. I am mentally, emotionally and legally competent to make this directive and I fully understand its import.

5. I reserve the right to revoke this directive at any time.

6. This directive shall remain in force until revoked.

IN WITNESS WHEREOF, I have hereto set my hand and seal this _
(3)_ day of _____, 19____.

Declaration of Witnesses

The declarant is personally known to me and I believe her to be of sound mind and emotionally and legally competent to make the herein contained Directive to Physicians. I am not related to the declarant by blood or marriage, nor would I be entitled to any portion of the declarant's estate upon her decease, nor am I an attending physician of the declarant, nor an employee of the attending physician, nor an employee of a health care facility in which the declarant is a patient, nor a patient in a health care facility in which the declarant is a patient, nor am I a person who has any claim against any portion of the estate of the declarant upon her death.

ASSIGNMENT OF LIFE INSURANCE POLICY AS COLLATERAL

1. Assignment. For value received, _____, of _____, assignor, hereby assigns, transfers, and delivers to _____, of _____, assignee, _____ successors or assigns, policy No. _____, issued by _____, insurer, and any supplementary contract issued in connection therewith on the life of _____, of _____, and all my right, title, and interest therein except as provided in Section 3 hereof, subject to all the terms and conditions of the policy and to all superior liens, if any, that insurer may have against the policy.

2. Rights of assignee. Assignor agrees that the following specific rights pass to assignee by virtue of this agreement:

a. The sole right to collect from insurer the net proceeds of the policy when it becomes a claim by death or maturity;

b. The sole right to surrender the policy and receive the surrender value thereof at any time provided by the terms of the policy and at such other times as insurer may allow, and the full right to obtain one or more loans or advances on the policy from insurer, such rights subject however, to the provisions of Section 5a hereof;

c. The sole right to collect and receive all distributions or shares of surplus, dividend deposits, or additions to the policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the policy with respect thereto; provided, that unless and until assignee shall notify insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits, and additions shall continue on the plan in force at the time of this assignment; and

d. The sole right to exercise all nonforfeiture rights permitted by the terms of the policy or allowed by insurer and to receive all benefits and advantages derived therefrom.

3. Rights reserved by assignor. It is expressly agreed that so long as the policy has not been surrendered, the following specific rights are reserved and excluded from this assignment and do not pass to assignee by virtue hereof:

a. The right to collect from insurer any disability benefit payable in cash that does not reduce the amount of insurance;

b. The right to designate and change the beneficiary; and

c. The right to elect any optional mode of settlement permitted by the policy or allowed by insurer.

4. Indebtedness secured. This assignment is made as collateral security for any and all indebtedness of assignor to assignee, either now existing or that may hereafter arise between assignor and assignee. Assignee agrees to apply any and all money received from insurer to the satisfaction of such indebtedness, and to pay to assignor, his legal representatives, heirs, or assigns, any balance remaining after payment of the indebtedness existing at the time of such payment.

5. Covenants of assignee. Assignee covenants that:

a. Assignee will not exercise either the right to surrender the policy or, except for the purpose of paying premiums, the right to obtain policy loans from insurer, until there has been default in any of the then existing indebtedness secured by this assignment or a failure to pay any premium when due, or until thirty (30) days after assignee shall have mailed to assignor, at the address last supplied in writing to assignee, notice of intention to exercise such right, with specific reference to this assignment; and

b. Assignee will, on request, forward without unreasonable delay to insurer the policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.

6. Payment of charges on policy. Assignor agrees to pay, and assignee shall be under no obligation to pay, any premium, or the principal of or interest on any loans or advances on the policy whether or not obtained by assignee, or any other charges on the policy. However, any such amounts so paid by assignee shall become a part of the indebtedness hereby secured, shall be due immediately, and shall draw interest at the rate of ____ percent (____%) per year from date of payment.

Dated _____, 19_(14).

CARDHOLDER'S INQUIRY CONCERNING BILLING ERROR

TO: _____

Name of cardholder: _____

Cardholder's address: _____

Credit Card account Number: _____

On the periodic billing statement dated _____, 19____, for the above-numbered credit card account, I determined there was a billing error; specifically:

(DESCRIBE ERROR)

It is my belief that the posting of such debit is incorrect because:

(DISCUSS REASON)

Please be advised that the billing error described above does not concern any dispute with respect to value, quality, or quantity of the goods obtained through use of my credit card.

I would appreciate that the billing error be corrected, or that you otherwise respond to this inquiry, at your earliest convenience.

Dated _____, 19____.

DECLARATION OF IRREVOCABLE TRUST

This Declaration of Irrevocable Trust is made this ____ day of _____, 19____, by and between _____, of _____, hereinafter called the Trustor, and _____, of _____, hereinafter called the Trustee.

I

The Trustor hereby irrevocably assigns, conveys and gives to the Trustee, in trust, the following property:

(Description of Property)

II

The Trustee shall receive and hold said property, together with any additions thereto, in trust for the use and benefit of:

III

This trust shall be irrevocable and unamendable. I am aware of the consequences of establishing an irrevocable trust and hereby affirm that the trust created by this agreement shall be irrevocable by me or by any other person, it being my intention to make to the beneficiary/beneficiaries named herein an absolute gift of the property described in paragraph ONE, above.

IV

This agreement and the trust created hereby shall be administered, managed, governed and regulated in all respects according to applicable statutes of the State of _____.

V

The Trustee, in addition to all other powers granted by this agreement and by law, shall have the following additional powers with respect to the trust, to be exercised from time to time at the Trustee's discretion:

Management of the Trust

To invest and reinvest, lease, rent, mortgage, insure, repair, improve or sell any of the real and personal property of the trust as he may deem advisable.

Business Interests

To sell or otherwise liquidate, or to continue to operate at his discretion, any corporation, partnership or other business interest which may be received by the trust.

Mortgages, Pledges and Deeds of Trust

To enforce any and all mortgages, pledges and deeds of trust held by the trust and to purchase at any sale thereunder any such real estate or personal property subject to any mortgage,

pledge or deed of trust.

Litigation

To initiate or defend, at his discretion, any litigation affecting the trust.

Attorneys, Advisors and Agents

To employ and to pay from the trust reasonable compensation to such attorneys, accountants, brokers, and investment, tax and other advisors as he shall deem advisable.

Adjustment of Claims

To submit to arbitration, to compromise or to release or otherwise adjust, with or without compensation, any and all claims affecting the trust estate.

VI

No bond for the faithful performance of duties shall be required of any Trustee appointed under this agreement.

VII

The Trustee shall receive reasonable compensation for the services performed by him, but such compensation shall not exceed the amount customarily received by corporate fiduciaries in the area for like services.

VIII

No Trustee of the trust created by this agreement shall at any time be held liable for any action or default of himself, or of his agent, or of any other person in connection with the administration and management of this trust unless caused by his own gross negligence or by commission of a willful act of breach of trust.

IX

The Trustee, by joining in the execution of this agreement, hereby signifies his acceptance of this trust.

X

The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the trust established by this agreement, and to determine which costs, taxes and other expenses shall be paid out of income and which shall be paid out of principal.

XI

In the event that any portion of this agreement or the trust created hereby shall be held illegal, invalid or otherwise inoperative, it is my intention that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

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

Trustor

Trustee

I, the undersigned spouse of the above-described Trustor, do hereby waive and relinquish any and all claim to whatever community-property rights I may have in the hereinabove-described property and do give and grant my assent to the trust and to the incorporation therein of said property.

Legal Spouse of Trustor

STATE OF _____)

) ss:

COUNTY OF _____)

On this ____ day of _____, 19____, before me personally came and appeared _____ and _____, known, and known to me, to be the individuals described in and who executed the foregoing instrument, and who duly acknowledged to me that they executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

CARDHOLDER'S REPORT OF STOLEN CREDIT CARD

TO: _____

Since receiving the _____ issued under the number _____, it has been stolen. The card was stolen on or about _____, 19____.

The card was stolen under the following circumstances:

(Describe Situation)

I notified _____ by telephone of the theft of the card on _____, 19____.

You are hereby authorized to take all steps necessary and to notify the appropriate authorities to avoid illegal use of the above-numbered credit card.

ASSIGNMENT OF SAVINGS ACCOUNT

For value received, I, _____, of _____, transfer and assign to _____, of _____, as assignee, savings account No. _____, in my name with _____, and all moneys due or to become due thereunder. I authorize _____ to pay over to assignee this sum out of moneys deposited in my name in the above-mentioned account.

I warrant that I have made no prior transfer or assignment of any part of the account assigned hereby and that the balance thereof is now at least _____ Dollars (\$_____).

I have delivered to assignee herewith the savings passbook issued in connection with this account, and I authorize assignee to ask for, demand, collect, and give a receipt for money in the assigned savings account, without any previous demand or notice. I agree to do whatever assignee may reasonably require to assure payment to assignee, to the extent hereby assigned, of the money in the account.

Dated _____, 19____.

LIVING WILL (MALE)

I, _____, of _____, being of sound mind, do hereby willfully and voluntarily make known my desire that my life not be prolonged under any of the following conditions, and do hereby further declare:

1. If I should, at any time, have an incurable condition caused by any disease or illness, or by any accident or injury, and be determined by any two or more physicians to be in a terminal condition whereby the use of "heroic measures" or the application of life-sustaining procedures would only serve to delay the moment of my death, and where my attending physician has determined that my death is imminent whether or not such "heroic measures" or life-sustaining measures are employed, I direct that such measures and procedures be withheld or withdrawn and that I be permitted to die naturally.

2. In the event of my inability to give directions regarding the application of life-sustaining procedures or the use of "heroic measures", it is my intention that this directive shall be honored by my family and physicians as my final expression of my right to refuse medical and surgical treatment, and my acceptance of the consequences of such refusal.

3. I am mentally, emotionally and legally competent to make this directive and I fully understand its import.

4. I reserve the right to revoke this directive at any time.

5. This directive shall remain in force until revoked.

IN WITNESS WHEREOF, I have hereto set my hand and seal this ____ day of _____, 19 ____.

Declaration of Witnesses

The declarant is personally known to me and I believe him to be of sound mind and emotionally and legally competent to make the herein contined Directive to Physicians. I am not related to the declarant by blood or marriage, nor would I be entitled to any portion of the declarant's estate upon his decease, nor am I an attending physician of the declarant, nor an employee of the attending physician, nor an employee of a health care facility in which the declarant is a patient, nor a patient in a health care facility in which the declarant is a patient, nor am I a person who has any claim against any portion of the estate of the declarant upon his death.

**SPECIAL POWER OF ATTORNEY FOR MEDICAL
AUTHORIZATION**

I, _____, of _____, hereby appoint
_____ of _____, as my attorney in
fact to act in my capacity to do any and all of the following:

1. Make any and all decisions and authorize all procedures that _____ may deem
necessary regarding the medical treatment of my children, _____ and/or
_____.

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights
and powers herein granted shall commence and be in full force and effect and shall remain in full
force and effect until _____ or unless specifically extended or
rescinded earlier by either party.

Dated _____, 19____.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____,
19____, personally appeared _____ to me well known to be the person
described in and who signed the Foregoing, and acknowledged to me that he executed the same
freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

GENERAL POWER OF ATTORNEY

I, _____, of _____, hereby appoint
_____, of _____, as my attorney in fact to act in my
capacity to do every act that I may legally do through an attorney in fact. This power shall be in full
force and effect on the date below written and shall remain in full force and effect until
_____ or unless specifically extended or rescinded earlier by either party.

Dated _____, 19____.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 19____,
personally appeared _____ to me well known to be the person described in
and who signed the Foregoing, and acknowledged to me that he executed the same freely and
voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

LAST WILL AND TESTAMENT OF

I, _____, of _____ being of sound and disposing mind, do hereby make, publish and declare the following to be my Last Will and Testament, revoking all previous will and codicils made by me.

I declare that I am married to _____, to which I have referred to herein as my "spouse", and that I have _____ children now living whose names and birth dates are: (List Children's Names and Birthdates)

I have _____ deceased children.

All references to "my children" in this will include all of the above-named children and also any child hereafter born or adopted by me.

I

My spouse and I are executing wills at approximately the same time in which each is the primary beneficiary of the other. These wills are not being made because of any contractual agreement between us, and either will may at any time be revoked by either maker at the sole discretion thereof.

II

I appoint my spouse as personal representative of my will. If unable or unwilling to act, or to continue to act, as executor of my will, I then appoint _____ as personal representative of my will.

No bond or other security of any kind shall be required of any personal representative appointed in this will.

My personal representative, whether original, substitute or successor, shall hereafter also be referred to as my "executor".

III

I direct that my executor pay all of my funeral expenses, all state and federal estate, inheritance and succession taxes, administration costs and all of my debts subject to statute of limitations, except mortgage notes secured by real estate, as soon as practical.

IV

I give, devise and bequeath all of the rest, residue and remainder of my estate, of whatever kind and character, and wherever located, to my spouse, provided that my spouse survives me.

I make no provision for my children, knowing that, as their parent, my spouse will continue to be mindful of their needs and requirements.

V

If my spouse does not survive me, then I give, devise and bequeath all of the rest, residue and remainder of my estate, of whatever kind and character, and wherever located, to my children per stirpes, and I direct that the share of any child of mine who shall have died leaving no issue shall be divided among my surviving children in equal shares per stirpes.

VI

My executor shall have the following additional powers with respect to my estate, to be exercised from time to time at my executor's discretion without further license or order of any court.

Business Interest

To sell or otherwise liquidate, or to continue to operate my executor's discretion, any corporation, partnership or other business interest received by my estate.

Property of My Estate

To retain any and all property and securities of my estate in the name of my executor as executor or in my executor's own name.

Retention of Assets

To retain all property and securities of my estate for as long as my executor deems advisable.

Management of Estate

To invest, lease, rent, mortgage, insure, repair, improve or sell any and all real and personal property belong to my estate as my executor deems advisable.

Mortgages, Pledges and Deeds of Trust

To enforce any and all mortgages, pledges and deeds of trust held by my estate and to purchase at any sale thereunder any such real or personal property subject to any mortgage, pledge or deed of trust.

Litigation

To initiate or defend, at my executor's discretion, any litigation affecting my estate.

Attorneys, Advisors and Agents

To employ and to pay from my estate reasonable compensation to such attorneys, accountants, brokers, and investment, tax and other advisors as my executor shall deem advisable.

Adjustment of Claims

To submit to arbitration, to compromise or to release or otherwise adjust, with or without compensation, any and all claims affecting the trust estate.

Distribution of My Estate

In distributing my estate, to make said distribution wholly or partly in kind by transferring or allotting such real or personal property or undivided interest therein.

VII

If any person, whether or not related to me by blood or in any way, shall attempt, either directly or indirectly, to set aside the probate of my will or oppose any of the provisions hereof, and such person shall establish a right to any portion of my estate, then I give and bequeath the sum of one dollar (\$1.00), only that, and no further interest whatever in my estate to such person.

VIII

In the event that any of my property, or all of it, at the time of my death is community property under the laws of any jurisdiction, then my will shall be construed as referring only to my community-property interest therein.

IX

If any portion of my will shall be held illegal, invalid or otherwise inoperative, it is my intention that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

IN WITNESS WHEREOF, I have hereto set my hand and seal this ____ day of _____, 19____.

Signed, sealed, published and declared to be the Last Will and Testament by _____ in the presence of all of us, who, in the presence and at the request, and in the presence of each other, have hereunto subscribed our names as witnesses:

WITNESS NAMES AND SIGNATURES

WITNESS ADDRESS

Name:

Name:

SPECIAL POWER OF ATTORNEY

I, _____, of _____, hereby appoint
_____ of _____, as my attorney in
fact to act in my capacity to do any and all of the following:

(DESCRIBE THE EXTENT OF AUTHORITY YOU ARE GIVING TO YOUR
ATTORNEY-IN-FACT)

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights
and powers herein granted shall commence and be in full force and effect on
_____, 19____, and shall remain in full force and effect until
_____ or unless specifically extended or rescinded earlier by either
party.

Dated _____, 19_____.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____,
19____, personally appeared _____ to me well known to be the person
described in and who signed the Foregoing, and acknowledged to me that he executed the same
freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

NOTICE OF REVOCATION OF POWER OF ATTORNEY

I, _____, of _____, by written instrument dated _____, 19____, appointed _____ of _____, my attorney in fact for the purposes and with powers therein set forth, a copy of which is attached hereto as Exhibit "A".

Notice is hereby given that I have revoked, and do hereby revoke, the above-described power of attorney, and all power and authority thereby given, or intended to be given, to _____.

Dated _____, 19____.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 19____, personally appeared _____ to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

ASSIGNMENT OF ENTIRE INTEREST IN ESTATE

For value received, I, _____, of _____, assign to _____, of _____, as assignee, all my right, title, and interest in the estate of _____, deceased, whose last place of residence was _____, and who died on _____, 19____.

I warrant that the value of property due me is at least _____ Dollars (\$_____), and I agree to execute on demand any and all documents necessary or convenient to transfer to assignee all of the interest in either the real or personal property of descendant to which I am entitled by virtue of the death.

This assignment is made subject to and on condition that assignee pay all estate and inheritance taxes which would have been payable by assignor with respect to the estate.

Dated _____, 19____.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 19____, personally appeared _____ to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires:_____

DECLARATION OF LIFE INSURANCE TRUST

This Declaration of Insurance Trust is made this _____ day of _____, 19 ____, by and between _____, of _____, hereinafter called the Trustor, and _____, of _____, hereinafter called the Trustee.

I.

The Trustor, as owner of certain life insurance policy or policies listed below, and desiring to establish a Life Insurance Trust, with power in the Trustee upon the death of the Trustor to purchase assets from Trustor's estate, assigns to the Trustee all his right, title, and interest in the policy or policies of insurance, to be held by Trustee in trust, and to receive the proceeds of the policy or policies of insurance when they become due and are paid, for the purposes and on the conditions set forth herein. The Trustor reserves the right to add to this trust from time to time additional life insurance policies which, when delivered to the Trustee, shall be held by him subject to the terms herein.

(Description of Life Insurance policies)

II.

The Trustee is vested with all right, title, and interest in the life insurance policy or policies, and is authorized and empowered to exercise and enjoy, for the purposes of the trust and as absolute owner of the policy of insurance, all the options, benefits, rights, and privileges under the policy or policies. The Trustor relinquishes all rights and powers in the life insurance policy or policies which are not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment. The trustee shall receive and hold said Life Insurance policies, together with any additions thereto, in trust for the use and benefit of:

(List names of Beneficiaries)

III.

Upon the death of the Trustor, the Trustee may, within his discretion, purchase assets from Trustor's estate at a fair value. The propriety of the purchase, the amount of such assets purchased, and the ascertainment of fair value shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability as a result of the purchase or purchases whether or not the assets constitute investments which may be legally made by Trustee.

IV.

If the Trustee uses all or any portion of the proceeds of the policy of insurance to purchase assets from the estate of the Trustor, as authorized above, then the net income produced from the assets, or the proceeds of any sale, exchange, or reinvestment of the assets, shall be paid to the spouse of the Trustor during the spouses's lifetime.

V.

If any beneficiary of this trust who is at the time receiving income would otherwise, in the opinion of the Trustee, be subject to hardship or suffering, the Trustee shall have the authority to pay over and distribute, at any time and from time to time, to the beneficiary the amounts of the

principal of this trust, from which the beneficiary shall then be entitled to receive income as the Trustee, in his sole discretion, shall deem necessary to provide for the maintenance, comfort, support, and medical care of the beneficiary.

VI.

This Life Insurance Trust shall be irrevocable and unamendable. I am aware of the consequences of establishing an irrevocable trust and hereby affirm that the trust created by this agreement shall be irrevocable by me or any other person, it being my intention to make to the beneficiary/beneficiaries named herein an absolute gift of the Life Insurance policies described in paragraph I above.

VII.

This agreement and the trust created hereby shall be administered, managed, governed and regulated in all respects according to applicable statutes of the State of _____.

VIII.

The Trustee, in addition to all other powers granted by this agreement and by law, shall have the following additional powers with respect to the trust, to be exercised from time to time at the Trustee's discretion:

Management of the Trust

To invest and reinvest, lease, rent, mortgage, insure, repair, improve or sell any of the real and personal property of the trust as he may deem advisable.

Mortgages, Pledges and Deeds of Trust

To enforce any all mortgages, pledges and deeds of trust held by the trust and to purchase at any sale thereunder any such real estate or personal property subject to any mortgage, pledge of deed or trust.

Litigation

To initiate or defend, at his discretion, any litigation affecting the trust.

Attorneys, Advisors and Agents

To employ and pay from the trust reasonable compensation to such attorneys, accountants, brokers, and investment., tax and other advisors as he shall deem advisable.

Adjust of Claims

To submit to arbitration, to compromise or to release or otherwise adjust with or without compensation, any and all claims affecting the trust estate.

IX.

No bond for the faithful performance of duties shall be required of any Trustee appointed under this agreement.

X.

The trustee shall receive reasonable compensation for the services performed by him, but such compensation shall not exceed the amount customarily received by corporate fiduciaries in the area for like services.

XI.

No Trustee of the trust created by this agreement shall at any time be held liable for any action or default of himself, or of his agent, or of any other person in connection with the administration and management of this trust unless caused by this own gross negligence or by commission of a willful act of breach of trust.

XII.

The Trustee, by joining in the execution of this agreement, hereby signifies his acceptance of this trust.

XIII.

The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the trust established by this agreement, and to determine which costs, taxes and other expenses shall be paid out of income and which shall be paid of out principal.

XIV.

In the event that any portion of this agreement of the trust created hereby shall be held illegal, invalid or otherwise inoperative, it is my intention that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

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

_____	_____
Trustor	

_____	_____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 19 ____, before me personally came and appeared _____, known, and known to me, to be the individuals described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

GIFTS UNDER UNIFORM GIFTS TO MINORS ACT

I, _____, an adult person, as donor, hereby deliver to _____, as custodian for _____ under the Gifts to Minors Act of the State of _____, the property described in Exhibit "A" which is attached hereto and by reference incorporated herein.

DATED: _____.

I, _____, as custodian, hereby acknowledge receipt of the property described in Exhibit "A" which is attached hereto and by reference incorporated herein, as custodian for the above-named minor under the Gifts to Minors Act of the State of _____.

DATED: _____.

EXHIBIT "A"

(Description of Property)

Miscellaneous

RETAINER

STATE OF _____)

ss:

COUNTY OF _____)

KNOW YE ALL MEN BY THESE PRESENTS,

This Agreement is made and entered into this ____ day of _____, 19____, by and between _____, of _____, hereinafter called the "Attorney", and _____, of _____, hereinafter called the "Client".

Client hereby retains and employs Attorney to:

(Describe Services to be Provided)

Attorney shall charge for his services at the rate of \$____ per hour for time actually devoted to the service of Client. Client agrees to pay Attorney each month for services rendered during the preceding month, together with reimbursement for all expenses pertaining thereto.

In consideration for said payment, Attorney agrees to perform to the best of his abilities and to exhibit due diligence in the conduct of said services.

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CONTRACT WITH STOCK BROKER

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "Owner", AND _____, whose address is _____, referred to as "Broker."

1. Employment of Broker. Owner authorizes the broker to act on Owner's behalf and as attorney-in-fact to buy, sell and trade in stocks, bonds and other securities and/or commodities and/or contracts relating to the same on margin or otherwise for Owner's account and at his risk in his name.

2. Term of Contract. This contract shall remain effective until it is revoked by either party on written notice to each other. Such revocation shall not affect any liability with respect to transactions which have been initiated prior to the revocation.

3. Compensation. Owner agrees to compensate the broker for the services rendered in accordance with this contract as follows: [indicate rate of compensation and how determined].

4. Who is Bound. This contract shall be binding upon and for the benefit of the parties hereto including their successors and assignees.

5. Complete Agreement. This contract supersedes all prior agreements and understandings between the parties, it may not be modified, changed or altered by any of the parties without a further written contract signed by both parties.

6. Signatures. Both the Broker and Owner agree to the above.

Witnessed or Attested by:

"OWNER"

"BROKER"

AFFIDAVIT

STATE OF _____)

ss:

COUNTY OF _____)

KNOW ALL YE MEN BY THESE PRESENTS,

That on this ____ day of _____, 19____, personally came and appeared before me _____, of _____, known, and known to me, who after being first duly sworn, deposes and says:

(Insert Sworn Statement)

FURTHER AFFIANT SAYETH NOT.

SUBSCRIBED TO AND SWORN TO before me this ____ (9) day of _____, 19____.

NOTARY PUBLIC

My Commission Expires _____

SALE OF MOTOR VEHICLE

For value received, the undersigned seller, _____, sells and transfers to _____, buyer, the vehicle described therein.

Seller warrants that:

- (1) seller is the sole owner of the vehicle;
- (2) such vehicle is free of all encumbrances, security interests, and other defenses against seller;
- (3) the cash price does not exceed a reasonable retail price at the time of sale;
- (4) the vehicle has been delivered to and accepted by buyer;
- (5) buyer was of legal age and legally competent to execute the contract on the date thereof;
- (6) all disclosures to buyer and other matters in connection with such transaction, are in all respects as required by, and in accordance with, all applicable laws and regulations governing them.

Dated: _____

_____ Seller

_____ Buyer

CONTINGENT FEE RETAINER

STATE OF _____)

ss:

COUNTY OF _____)

KNOW YE ALL MEN BY THESE PRESENTS,

This Agreement is made and entered into this ____ day of _____, 19____, by and between _____, of _____, hereinafter called the "Attorney", and _____, of _____, hereinafter called the "Client".

WHEREAS, Client desires to initiate proceedings against _____, of _____, Client hereby retains and employs Attorney to prosecute said action to final judgment or to any other settlement satisfactory to Client.

Client agrees to pay Attorney for his services under this Agreement a sum equal to ____ percent of any monies or property obtained or received by Client as the result of voluntary compromise or other out-of-court settlement; ____ percent if received after judgment; and ____ percent if received by Client after appeal.

Client further agrees to reimburse Attorney for all proper expenses incurred by Attorney pertaining to such action or settlement.

Except as provided herein, Attorney shall not be entitled to any other compensation from Client for legal services related to this Agreement.

It is agreed between the parties hereto that Attorney shall have a lien for payment of his fee on all monies or property obtained, received or recovered by compromise, settlement, judgment or any other means whatsoever.

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GENERAL RELEASE

BE IT KNOWN, that _____, (hereinafter referred to as "Releasor"), for and in consideration of the sum of _____ (\$ _____) Dollars, and other valuable consideration received from or on behalf of _____, (hereinafter referred to as "Releasee"), the receipt of which is hereby acknowledged, does hereby remise, release, acquit, satisfy, and forever discharge the said Releasee, of and from all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which said Releasor ever had, now has, or which any personal representative, successor, heir or assign of said Releasor, hereafter can, shall or may have, against said Releasee, by reason of any matter, cause or thing whatsoever, from the beginning of time to the date of this instrument.

IN WITNESS WHEREOF, the said Releasor has hereunto set hand and seal this ____ day of _____, 19 ____.

Signed, sealed and delivered in the presence of:

"RELEASOR"

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that it was executed for the purposes set out therein.

My Commission Expires: _____

DECLARATION OF REVOCABLE TRUST

This Declaration of Revocable Trust is made this ____ day of _____, 19____, by and between _____, of _____, hereinafter called the Trustor, and _____, of _____, hereinafter called the Trustee.

I

The Trustor hereby assigns, conveys and gives to the Trustee, in trust, the following property:

(Description of Property)

II

The Trustee shall receive and hold said property, together with any additions thereto, in trust for the use and benefit of:

III

I reserve the absolute right, during my life, by an instrument in writing signed by me, to revoke, annul and cancel this agreement and the trust created hereby; and to alter, modify or amend this trust in any and all aspects; and to withdraw at any time, and from time to time, any and all of the aforesaid property; and to add thereto at any time, and from time to time, such additional property as I may determine.

IV

This agreement and the trust created hereby shall be administered, managed, governed and regulated in all respects according to applicable statutes of the State of _____.

V

The Trustee, in addition to all other powers granted by this agreement and by law, shall have the following additional powers with respect to the trust, to be exercised from time to time at the Trustee's discretion:

Management of the Trust

To invest and reinvest, lease, rent, mortgage, insure, repair, improve or sell any of the real and personal property of the trust as he may deem advisable.

Business Interests

To sell or otherwise liquidate, or to continue to operate at his discretion, any corporation, partnership or other business interest which may be received by the trust.

Mortgages, Pledges and Deeds of Trust

To enforce any and all mortgages, pledges and deeds of trust held by the trust and to purchase at any sale thereunder any such real estate or personal property subject to any mortgage,

pledge or deed of trust.

Litigation

To initiate or defend, at his discretion, any litigation affecting the trust.

Attorneys, Advisors and Agents

To employ and to pay from the trust reasonable compensation to such attorneys, accountants, brokers, and investment, tax and other advisors as he shall deem advisable.

Adjustment of Claims

To submit to arbitration, to compromise or to release or otherwise adjust, with or without compensation, any and all claims affecting the trust estate.

VI

No bond for the faithful performance of duties shall be required of any Trustee appointed under this agreement.

VII

The Trustee shall receive reasonable compensation for the services performed by him, but such compensation shall not exceed the amount customarily received by corporate fiduciaries in the area for like services.

VIII

No Trustee of the trust created by this agreement shall at any time be held liable for any action or default of himself, or of his agent, or of any other person in connection with the administration and management of this trust unless caused by his own gross negligence or by commission of a willful act of breach of trust.

IX

The Trustee, by joining in the execution of this agreement, hereby signifies his acceptance of this trust.

X

The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the trust established by this agreement, and to determine which costs, taxes and other expenses shall be paid out of income and which shall be paid out of principal.

XI

In the event that any portion of this agreement or the trust created hereby shall be held illegal, invalid or otherwise inoperative, it is my intention that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

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

Trustor

Trustee

I, the undersigned spouse of the above-described Trustor, do hereby waive and relinquish any and all claim to whatever community-property rights I may have in the hereinabove-described property and do give and grant my assent to the trust and to the incorporation therein of said property.

Legal Spouse of Trustor

STATE OF _____)

) ss:

COUNTY OF _____)

On this ____ day of _____, 19____, before me personally came and appeared _____ and _____, known, and known to me, to be the individuals described in and who executed the foregoing instrument, and who duly acknowledged to me that they executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

AGREEMENT WITH ACCOUNTANT

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "Client", AND _____, whose address is _____, referred to as "Accountant."

1. Parties to This Agreement. The Client, in order to properly conduct its business, employs the Accountant. The Accountant is duly licensed by the laws of this state and engaged in the business of providing independent accounting services and assistance to clients.

2. Services to be Provided. During the length of this contract, the Accountant shall serve the Client and perform any and all services in accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports and returns. The Accountant will also provide supervisory and advisory services to the Client when requested.

3. Payments to Accountant. The Client agrees to pay the Accountant for services at the following rates: (Discuss rate of compensation)

4. When Payments Are Due. The Accountant shall bill the Client on a regular basis for services rendered which bills will be due and payable upon receipt.

5. Term of Agreement. This agreement shall become effective _____ and shall continue in effect until _____ or until terminated in accordance with this agreement.

6. Termination of this Agreement. This agreement may be terminated by either party on fifteen (15) days notice to the other party. All such notices shall be by certified mail or delivered personally.

7. Entire Agreement. This contract expresses the entire agreement between the Client and the Accountant regarding this matter. This agreement can only be modified with another written agreement signed by both the Client and the Accountant. This agreement shall be binding upon both the Client and the Accountant and their respective heirs, legal representatives and successors in interest.

8. Legal Fees. If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

9. Governing Law. This agreement shall be interpreted according to the laws of the State of _____.

10. Independent Contractors. Both the Accountant and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Accountant is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Accountant.

11. Signatures. Both the Client and the Accountant have read and agreed to this agreement.

Witnessed or Attested by:

"CLIENT"

"ACCOUNTANT"

COLLECTION DEMAND LETTER

Attention: _____

As of the date of this letter, your payment which, under the terms of a promissory note you entered into, was due on _____, has not been received and is now past due. If you have already forwarded your payment, please disregard this letter; otherwise, please forward your payment immediately in order to avoid default under the promissory note dated _____.

Sincerely,

COLLECTION DEMAND LETTER

Attention: _____

This is to advise you that you are in default under the terms of the promissory note dated _____, for failure to make the payments due thereunder on _____.

The total amount due for those payments is \$_____. It is imperative that full payment be received on or before ten (10) days form the date of this letter, or the term for payment of your indebtedness will be accelerated and the entire principal balance and any unpaid interest will become immediately due and payable and proper legal action will be taken to enforce payment thereof.

As you are aware, the terms of the promissory note provide that interest accrues, form the date of default, at the highest rate allowable by law, and you are liable, upon default, for all costs and reasonable attorney's fees incurred in collection. Govern yourself accordingly.

Sincerely,

MUTUAL RESCISSION OF CONTRACT

This Agreement of mutual rescission of a contract made and entered into this ____ day of _____, 19____, by and between _____, of _____, and _____, of _____.

The parties recite and declare that:

A. On _____, 19____, the parties entered into a contract, which contract is attached hereto and marked Exhibit A.

B. The parties to that contract and to this agreement of mutual rescission desire to rescind that contract.

For the reasons set forth above, and in consideration of the mutual covenants of the parties hereto, the parties agree as follows:

The above-mentioned contract is hereby rescinded as of this day first above written, and neither party shall have any further rights or duties thereunder.

Witnesses

Witnesses

MODIFICATION AGREEMENT

This Agreement made this ____ day of _____, 19____, by and between _____, of _____, and _____, of _____.

In consideration of the promises contained herein, additional to those heretofore made, that certain contract entered into between the parties, on _____, 19____, a copy of which contract is attached hereto and marked Exhibit A, is hereby, modified in the following respects only:

By inserting in such agreement attached hereto as Exhibit A, between the Paragraphs numbered ____ and _____, the following new paragraph: _____.

The agreement attached hereto as Exhibit A is otherwise reaffirmed. Executed on the date first above written.

Witnesses

Witnesses

INSTALLMENT NOTE

\$ _____ Date: _____

I promise to pay the sum of _____ (\$ _____) to the order of _____ at _____ in the following manner:

The sum of \$ _____ on the ____ day of _____, 19 ____; and the sum of \$ _____ on the ____ of each month thereafter until the entire amount is repaid, said sum including interest at the rate of ____ % per annum.

The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection.

CONSTRUCTION CONTRACT

This agreement made this ____ day of _____, 19____, by and between _____, of _____, herein referred to as "owner", and _____, of _____, herein referred to as "contractor".

Owner and contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION ONE

STRUCTURE AND SITE

Contractor shall furnish all labor and materials necessary to construct a _____, upon the following described property, which owner warrants he owns, free and clear of liens and encumbrances: _____.

SECTION TWO

PLANS

Contractor shall construct the structure in conformance with the plans, specifications, and breakdown and binder receipt signed by contractor and owner, and will do so in a workmanlike manner. Contractor is not responsible for furnishing any improvements other than the structure, such as landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically stated in the breakdown.

SECTION THREE

PAYMENT

Owner shall pay contractor the sum of _____ Dollars (\$_____) in installments as set forth in the escrow instructions or the primary lender's schedule (whichever is applicable) signed by owner. In the event any installment is not paid when due, contractor may stop work until payment is made and for five (5) days thereafter. In the event any installment is not paid within ten (10) days after it is due, contractor may take such action as may be necessary, including legal proceedings, to enforce its rights hereunder.

SECTION FOUR

PREPARATION

Prior to the start of construction, owner shall provide a clear, accessible building site, properly excavated and correctly zoned for the structure, and shall identify the boundaries of owner's property by stakes at all corners. Owner shall maintain such stakes in proper position throughout construction. In the event contractor cannot obtain a building permit within thirty (30) days of the date of this agreement, contractor may declare the agreement of no further force or effect.

SECTION FIVE

UTILITIES

Prior to the start of construction, and at all times during construction, owner shall provide and maintain, at owner's sole expense, an all-weather roadway to the building site, and water and electrical service, including 220 amp outlet. Owner shall, at owner's expense, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the structure upon acceptable cover inspection and prior to wall covering. Owner shall, at owner's expense, connect sewage disposal and water lines to the structure within fifteen (15) days after the rough plumbing is complete.

SECTION SIX

RESPONSIBILITY

Contractor shall not be responsible for claims arising out of improper placement or positioning of boundary stakes or house stakes; nor shall contractor be responsible for damages to persons or property occasioned by owner or his agents, third parties, acts of God or other causes beyond contractor's control. Owner shall hold contractor completely harmless from, and shall indemnify contractor for, all costs, damages, losses, and expenses, including judgments and attorneys fees, resulting from claims arising from causes enumerated in this paragraph.

SECTION SEVEN

POSSESSION

Owner shall not have possession of the structure until such time as all payments or other obligations required to them as set forth in this agreement have been fully paid or performed by them. If possession of structure is taken by owner before the above obligations are met, without the written consent of contractor, it shall be considered as acceptance of the structure, by the owner, as complete and satisfactory.

SECTION EIGHT

GENERAL PROVISIONS

Owner agrees to promptly complete the necessary requirements to obtain financing and to prepare the site for construction. There are no understandings or agreements between contractor and owner other than those set forth in this agreement and in the documents referred to in Sections Two and Three. No other statement, representation or promise has been made to induce either party to enter into this agreement. This agreement and the documents referred to in Sections Two and Three may not be modified or amended except by written agreement of the parties. In witness whereof, the parties have executed this agreement the day and year first written above.

Witnesses

Owner

Witnesses

Contractor

