

INSTALLMENT PURCHASE LAND CONTRACT
Home America, LLC, a California Limited Liability Company

THIS AGREEMENT is made and entered into this 24 day of August, 2011 by and between Home America, LLC, a California Limited Liability Company, ("Seller"), and the following:

Samuel Lucas Chasity Ragon

[husband and wife], or [individual(s)] (hereinafter collectively referred to as "Buyer").

RECITALS

A. Seller is the owner of real property and improvements consisting of a residential property known as and located at 255 McMinn Rd., Batesville, MS 38606, [address, city, state, and zip code], ("Property"). See attached Exhibit A, Legal Description.

B. Seller desires to sell and Buyer desires to purchase the Property on the terms and conditions contained herein.

C. Seller shall retain legal title to the Property until Buyer pays to Seller the Purchase Price under the terms and conditions as set forth below.

NOW THEREFORE, in consideration of the mutual covenants, conditions and provisions contained herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Property, and all improvements located thereon, for the following price and on the following terms and conditions.

1. **PURCHASE PRICE:** The total Purchase Price for the Property shall be the sum of:

A. Fifty Two Thousand One Hundred Twenty One Dollars and Eight Cents.
: (\$52,121.08) if the balance of the Purchase Price is paid according to Section 3.D or 3.E below or:

B. Fifty Two Thousand One Hundred Twenty One Dollars and Eight Cents.
: (\$52,121.08) if the balance of the Purchase Price is paid according to Section 3.F below.

2. **COMPONENTS OF PURCHASE PRICE:** The Purchase Price for the Property shall include:

A. **Down Payment:** At the time the Buyer executes this Agreement, Buyer shall pay to Seller in care of the Property Manager, a Down Payment in the amount of \$800.00, which amount shall be applied to the Purchase Price.

B. **Payment of Delinquent Property Taxes, Water Service Liens:**
Buyer shall pay and be responsible for the payment of all delinquent property taxes assessed to the Property; Seller estimates that the approximate amount of delinquent property taxes as of the date of this Agreement, as disclosed by the taxing authority for the county in which the Property is located is \$0.00. Buyer shall also pay all interest and penalties accruing on said amount. Buyer shall also pay any and all water service liens chargeable to the Property.

Seller estimates that the approximate amount of delinquent water service liens as of the date of this Agreement is \$0.00. Buyer shall also pay all accruing interest and penalties on said amount. Seller nor Property Manager does not guarantee the accuracy of the amounts set forth in this Section 2.B. and advises Buyer that said estimates are subject to change. Seller strongly recommends that Buyer verify the accuracy of said amounts with the appropriate agency or taxing authority. By initialing in the space below, Buyer hereby acknowledges it's responsibility for the payment of all delinquent property taxes and water service liens encumbering the Property, and that the amounts set forth above are only good-faith estimates by Seller of the amounts due. Any discrepancy between theses estimates and the actual amount of delinquent taxes and water service liens shall be the sole responsibility of Buyer, and Seller nor Property Manager shall have no responsibility of any kind for payment of said amounts or to reimburse Buyer for the actual amounts due.

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C. Balance of Purchase Price: The balance of the Purchase Price shall be paid in accordance with Section 3 of this Agreement. If paid in accordance with Section 3.F of this agreement by Buyer's execution and delivery of a promissory note ("Note") in favor of Seller at Close of Escrow (as hereafter defined) in the principal amount of \$51,321.08, with interest, terms, security and conditions as set forth in Sections 3.C and 3.F. below.

This section left intentionally blank.

3. **TERMS OF PAYMENT; TITLE:** The purchase Price for the Property shall be paid as follows:

A. **Down Payment:** Buyer shall pay to Seller, in care of the Property Manager, the Down Payment on the date that Buyer executes this Agreement, by delivery to Seller of this executed Agreement together with the amount of the Down Payment, either by cashier's check or money order.

B. **Delinquent Property Taxes, Water Service Liens:** If the Purchase Price includes the payment of delinquent property taxes and/or water service liens assessed to the Property (collectively "Delinquent Assessments"), Buyer must pay the Delinquent Assessments in their entirety on or prior to Close of Escrow. **SEE SECTION 2.B ABOVE.**

C. **Probationary Installments:** Buyer shall make installment payments to Seller in accordance with this Section 3.C for a minimum of Three Hundred Sixty (360) months after delivery of this executed Agreement and the Down Payment to Seller ("Probationary Period"). In the event that Buyer has not paid the Delinquent Assessments in full during the Probationary Period, the Probationary Period shall be extended until such time as buyer has paid the Delinquent Assessments in their entirety. During the Probationary Period, Buyer shall pay to Property Manager equal monthly installments of \$530.00, ("Probationary Installments"), payable on the 1st day of each month, commencing on October 1st, 20 11 and continuing on the 1st day of each month thereafter for a least Three Hundred Sixty (360) months and until Buyer has provided written proof to Seller or Property Manager that the Delinquent Assessments are paid in full. Payment of the Probationary Installments shall be delivered to Seller at **Evergreen Note Servicing, PO Box 593, Puyallup, WA 98371**. Each monthly Probationary Installment shall be delinquent if not received by Property Manager within Ten (10) calendar days of the date each Probationary Installment is due. If any Probationary Installment payment is delinquent, there shall be added to the Probationary Installment due a late charge equal to Ten Percent (10%) of Probationary Installment that is overdue. In addition, Seller shall be entitled to serve on Buyer a "Ten Day Notice to Quit" as described in greater detail in Section 4 of this Agreement. **SEE SECTION 10 RE: TAX AND INSURANCE RESERVES.**

D. **Balance of Purchase Price-Cash Payoff Within 30 Days of Deed Becoming Available:**

(1) If Buyer chooses to exercise the option described in this Section 3.D, the buyer will pay the remaining Balance of the Purchase Price (as described in Section 1.A.) by cashier's check or money order payable to Home America (Home America is a dba for LH Capital Management, LLC) and delivered to the address listed for the Property Manager in section 12 of this agreement within 30 days of notification by Property Manager that the deed is available for transfer. If this option is exercised by the Buyer, funds paid on the property up to the Close of Escrow, specifically including the Down Payment and all monthly Probationary Payments will be credited in full towards the Purchase Price as described in Section 1.A.

E. Balance of Purchase Price-Cash Payoff After 30 Days of Deed Becoming Available But Within Probationary Period:

(1) If Buyer chooses to exercise the option described in this Section 3.E, the Buyer will pay the remaining Balance of the Purchase Price (as described in Section 1.A.) by cashier's check or money order payable to Home America (Home America is a dba for LH Capital Management, LLC) and delivered to the address listed for the Property Manager in Section 12 of this agreement after 30 days of notification by Property Manager that the deed is available for transfer prior to the end of the Probationary Period. If this option is exercised by the Buyer, the Down Payment will be credited in full towards the Purchase Price as described in section 1.A. and one-half (50%) of the Probationary Payments paid on the property up to the Close of Escrow, will be credited in full towards the Purchase Price as described in Section 1.A.

F. Balance of Purchase Price-Note and Mortgage:

(1) If the buyer options as described in Sections 3.D and 3.E are not exercised, the Balance of the Purchase Price (as described in Section 1.B.) shall be paid by the Buyer's execution and delivery to Seller of a Note and a Mortgage. If a Note is executed, the Note shall be secured by a Mortgage encumbering the Property as a lien of first priority. Buyer shall execute the Note and the Mortgage referred in this Section 3.F on or before the date of Close of Escrow, as defined in Section 7 of this Agreement. The Mortgage shall be recorded concurrently with the recordation of the Quitclaim Deed (as defined below) in the County where the Property is located.

(2) The principal amount of the Note shall be equal to the Purchase Price, less the Down Payment. The Note shall earn interest at the rate of 9.99 % per annum. The Note will be dated as of the date this Agreement is executed, and shall be paid over a term of Three Hundred Sixty (360) months from the date that is the 1st day of the month following the date that this Agreement is executed. If taxes and insurance premiums are escrowed, the monthly payments will be payable in equal installments in the amount of approximately \$530.00 per month ("Monthly Installment"), on the 1st day of each month, commencing on October 1, 2011. The Monthly Installment includes principal and interest of \$450.00, an impound payment for property taxes in the amount of approximately \$50.00 and a further impound payment for insurance premiums in the amount of approximately \$30.00. Please note that the actual Monthly Installment may vary from above due to changes in your property tax payment or your insurance premium. If taxes and insurance premiums are not escrowed, your Monthly Installments will be equal to \$450.00, which includes only your principal and interest monthly payment. All other terms and dates in this Section 3.F.2 apply. Each Probationary Installment paid by Buyer in accordance with Section 3.C. of this Agreement shall be credited to the Monthly Installment due on the Note. **SEE ALSO SECTION 10 RE: TAX AND INSURANCE RESERVES.**

G. Recordation of Quitclaim Deed and Mortgage: Conditions: Upon:

(i) Buyer's payment of the Down Payment and the Delinquent Assessments in full, (ii) Buyer's execution and delivery of the Note and the Mortgage to Seller, and (iii) Buyer's timely payment of all Probationary Payments, Seller shall record in the County in which the Property is located a Quitclaim Deed to the Property, transferring to Buyer record title to the Property, and shall simultaneously record the Mortgage. Seller will not provide a policy of title insurance to Buyer. Buyer may, at Buyer's sole cost, obtain a policy of title insurance from a title insurance issuer of Buyer's choice.

4. POSSESSION PRIOR TO RECORDATION OF QUITCLAIM DEED;

DEFAULT ON NOTE: Buyer shall have the right to possession of the Property as of the date that (i) Buyer has paid to Property Manager the Down Payment, and (ii) delivered to Property Manager a fully executed copy of this Agreement. Buyer's possession of the Property shall be with all of the attendant benefits and burdens of ownership, while the Probationary Payments are being paid; provided that, during the period prior to Close of Escrow and while Buyer is making the Probationary Payments to Seller, Seller's/Property Manager's and Buyer's status with respect to each other is that of landlord and tenant, respectively. If, for any reason, Buyer shall fail to make a timely payment of the Probationary Payments as required by the terms of this Agreement, Property Manager may, at its sole discretion, serve upon Buyer a Ten (10) Day Notice to Quit. If Buyer has not timely cured the Probationary Payment default set forth in the Ten-Day Notice to Quit within ten (10) calendar days of the service of said Notice, Buyer shall immediately vacate the Property and turn over possession of the Property, including the keys, to Seller in care of its designated local representative. Said representative shall be identified in the Ten (10) Day Notice to Quit. If Buyer does not timely cure the default by bringing current all unpaid Probationary Payment(s) and fails to vacate the Property in accordance with the Ten-Day Notice to Quit, Property Manager shall be entitled to exercise all rights of a landlord under applicable local law to evict Buyer from the Property. Whether Buyer delivers possession of the Property to Seller or Property Manager voluntarily or after eviction, Buyer shall not be entitled to any reimbursement of the Down Payment or the Probationary Payments made to that point; all of said payments shall be deemed earned by Seller and forfeited by Buyer.

5. LIENS AND ENCUMBRANCES; CONDITION OF TITLE; Seller nor

Property Manager make no representations or warranties to Buyer regarding any liens or encumbrances affecting the Property, including but not limited to real property taxes, covenants, conditions, restrictions and easements, whether or not of record. Seller does warrant that it shall not cause, commit, or suffer any further or additional liens or encumbrances to be placed upon or imposed upon the Property prior to the recordation of the Quitclaim Deed without the prior written consent of Buyer.

6. PERSONAL PROPERTY: The following items of personal property are

included within the purchase price and title to which shall be transferred to Buyer concurrent with the delivery of the Quitclaim Deed to Buyer: all built-in appliances and window coverings currently in the Property.

7. ESCROW; CLOSE OF ESCROW; COSTS AND PRORATIONS; Escrow

for this transaction will be conducted by LH Capital Management, LLC, dba Home America, 23832 Rockfield Blvd., #125, Lake Forest, CA 92630; escrow officer Lauren Hoppin. Provided that Buyer has paid all Probationary Payments in accordance with this Agreement, escrow shall close within three (3) business days after Buyer's deposit into Escrow of: (i) the Note and the Mortgage, duly executed and notarized, (ii) a policy of fire and hazard insurance procured by Buyer covering the Property and, (iii) if applicable, satisfactory written proof that Buyer has paid all Delinquent Assessments ("Close of Escrow"). Seller and Buyer shall split equally all escrow costs, transfer taxes applicable to this transaction, and costs to record the Mortgage and the Quitclaim Deed, in accordance with the usual and customary practices of the county in which the Property is located.

8. **PROPERTY TAXES:** Buyer shall be responsible for the payment of real property taxes assessed against the Property and Buyer shall pay said taxes to the tax collector in the county in which the Property is located prior to the due date of each property tax installment. Property Manager shall timely deliver to Buyer any tax bill it has received for the Property for the tax period in which the sale of the Property is completed. Buyer shall be solely responsible for the payment of all current and delinquent property taxes and assessments charged to the Property. Seller and Property Manager shall have no responsibility for payment of any property taxes applicable to the Property.

9. **FIRE AND HAZARD INSURANCE:** SELLER REQUIRES THAT BUYER OBTAIN AND MAINTAIN A POLICY OF FIRE AND HAZARD INSURANCE COVERING THE PROPERTY AT THE TIME THAT THE BUYER TAKES POSSESSION OF THE PROPERTY UNDER THE TERMS OF THIS AGREEMENT. WHENEVER OBTAINED, BUYER SHALL NAME SELLER AS AN ADDITIONAL INSURED UNDER THE INSURANCE POLICY.

Prior to the Close of Escrow, Buyer MUST have acquired, and must continue to carry and maintain during the term of the Note, fire and hazard insurance, with extended coverage endorsement for the benefit of Seller and Buyer, on all improvements located on the Property in an amount at least equal to the total unpaid balance of the Note. In the event that Buyer has defaulted in any of the Probationary Payments on the Note required by this Agreement and Seller has extended the time for Buyer to complete its obligation to make Probationary Payments, Seller may, at its sole discretion, require Buyer to procure fire and hazard insurance pursuant to the requirements of this Section 9 notwithstanding that Buyer has not recorded the Quitclaim Deed.

In the event of fire or other casualty resulting in damages to the improvements located on the Property covered by the Buyer's insurance policy, all insurance proceeds from any policy of insurance obtained by the Buyer pursuant to this Section 7 shall be paid to Seller up to the balance due on the Purchase Price.

Copies or certificates of such policies shall be delivered to Seller upon the issuance of the policy to Buyer, but in any event prior to recordation of the Quitclaim Deed. The policy shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except after thirty (30) days' written notice to Seller. Buyer shall pay all premiums due for said insurance on or before their due date.

NOTICE TO BUYER: THIS AGREEMENT (SECTION 9) REQUIRES THAT YOU OBTAIN AND MAINTAIN FIRE AND LIABILITY INSURANCE FOR THE PROPERTY IN AN AMOUNT AT LEAST EQUAL TO THE PRINCIPAL AMOUNT OF THE NOTE UNTIL SUCH TIME AS YOU PROVIDE PROOF TO SELLER OR PROPERTY MANAGER OF THE EXISTENCE OF SUCH INSURANCE, AND AT ANY TIME THAT SUCH INSURANCE LAPSES OR IS CANCELLED FOR ANY REASON, SELLER WILL MAINTAIN IN EXISTENCE A POLICY OF LENDER'S INSURANCE IN AN AMOUNT AND WITH TERMS AND COVERAGE DETERMINED SOLELY AT THE DISCRETION OF SELLER. SUCH A POLICY SHALL BE SOLELY FOR THE PROTECTION OF SELLER'S INTEREST IN THE PROPERTY AND SHALL NOT BE FOR THE BENEFIT OF BUYER, NOR SHALL THE POLICY NECESSARILY COVER THE VALUE OF THE PROPERTY. BUYER SHALL NOT BE NAMED AS AN ADDITIONAL INSURED ON ANY POLICY PROCURED HEREUNDER BY SELLER.

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NOTICE TO BUYER

☒ **Property Tax and Insurance Escrows apply and will be collected from buyer, included in monthly payments and paid by Seller (per paragraph 10 below). Amounts are specified in paragraph 3.F.2.**

☐ **Property Tax and Insurance Escrows do not apply and will not be paid by Seller (per paragraph 8 and 9). Buyer is responsible for all Taxes and Insurance payments.**

10. TAX AND INSURANCE RESERVES: THROUGHOUT THE PROBATIONARY PERIOD (defined in Section 4.C. below) and AT ALL TIMES DURING THE TERM OF THE NOTE, Buyer agrees to pay Property Manager such sums as Seller may from time to time estimate will be required to pay, at least thirty (30) days before due, the next due property taxes, assessments, insurance premiums for Lender's insurance, and similar charges affecting the Property, less all sums already paid by Seller, divided by the number of months to elapse before one month prior to the date when such property taxes, assessments, and premiums will become delinquent. Such sums ("Impound Payments") shall be held by Property Manager without interest or other income to the Buyer in order to enable Property Manager to pay such taxes, assessments and premiums. Impound Payments shall be included in the monthly payments to be made by Buyer as required by Sections 3.C. and 3.F.2. of this Agreement. Should Seller's/Property Manager's estimation of property taxes, assessments, and premiums prove insufficient, the Buyer upon demand agrees to pay Property Manager such additional sums as may be required to pay said amounts before such charges become delinquent. Property Manager shall have the right, but shall NOT have the obligation, to pay property taxes, assessments and insurance premiums if Buyer has failed to make Impound Payments in the amounts demanded by Seller or Property Manager. The insurance premium component shall be eliminated from the Impound Payment if, and only if, Buyer has provided Property Manager with proof of the existence of fire and liability insurance covering the Property in an amount at least equal to the principal amount remaining due on the Note, and naming Seller as an additional insured there under.

If at any time Buyer is in default under the terms of this Agreement during the Probationary Period, or is in default under the terms of the Note, Seller or Property Manager may apply any of the Impound Payments it may hold pursuant to this Section 3 to any amount due by Buyer under this Agreement or the Note and in such order as Seller may elect. If Seller or Property Manager does not so apply the Impound Payments at or prior to cancellation of this Agreement, the Seller shall be entitled to all such funds. Buyer's transfer in fee of all or a part of the Property shall automatically transfer to the grantee all or a proportionate part of Buyer's rights and interest in the Impound Payments accumulated under this Section.

11. APPRAISALS: As it is understood that Buyer is receiving special seller financing that is not available to the general public to close this transaction, and as the current financial markets may change allowing Seller to seek alternative financing on the debt associated with this transaction, the Seller or Property Manager maintain the right to order a property appraisal at the sellers expense requiring access to Property. Seller or Property Manager will make every effort to work with Buyer and provide reasonable notice to Buyer when scheduling a property appraisal.

12. **NOTICES:** Any notices or demands to be given by one party to the other as required by this Agreement, or otherwise, shall be delivered by the deposit thereof in the United States mail, postage prepaid, registered or certified, with return receipt requested, and addressed to the parties as follows:

SELLER: Home America, LLC ; Attn: Kyle R. Walker
8941 Atlanta Ave. #345, Huntington Beach, CA 92646

Property Manager Home America, LLC
Attn: Kyle R. Walker
8941 Atlanta Ave. #345, Huntington Beach, CA. 92646

BUYER(S) NAME AND MAILING ADDRESS	<u>Chasity Bacon</u>	<u>Samuel Lucas</u>
	First Name Last Name	First Name Last Name
	<u>255 McMiner Rd</u>	<u>255 McMiner Rd.</u>
	Street # Street Name	Street # Street Name
	<u>Daleville, MS 38606</u>	<u>Daleville MS 38606</u>
	City State Zip Code	City State Zip Code

First Name Last Name

First Name Last Name

Street # Street Name

Street # Street Name

City State Zip Code

City State Zip Code

Any such notice shall be deemed to have been delivered two (2) business days after mailing by first class mail.

13. **TIME:** Time is of the essence of this Agreement. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any other breach or default.

14. **BROKERS:** The parties hereto expressly promise, covenant and agree that neither has nor will employ the services of any real estate broker, agent, or finder in connection with the transaction which is the subject matter hereof and that there are no real estate brokerage, agency or finder's fees payable to any person, firm or entity in connection with the transaction which is the subject matter hereof.

15. **NO WARRANTIES AND/OR REPRESENTATIONS:** Buyer hereby acknowledges, understands and agrees that Buyer has thoroughly inspected and examined the Property and has been afforded sufficient opportunity to do so. Buyer is familiar with all factors relevant to the Property's current and prospective use and its physical condition. Buyer further warrants and agrees that Buyer is familiar with and has examined and inspected or has been afforded sufficient opportunity to examine and inspect all matters with respect to taxes, assessments, municipal uses, use permits, zoning, soil conditions, covenants, conditions and restrictions, all aspects of its physical and structural condition related to the Property, and any and all other matters, facts or circumstances bearing upon the value of the Property in Buyer's judgment and for Buyer's prospective purposes and uses. Buyer acknowledges that Buyer is purchasing the Property solely and exclusively in reliance upon Buyer's own knowledge, familiarity, inspection and examination and not in reliance upon any promise, warranty or representation by Seller not specifically set forth herein. Buyer further acknowledges that Buyer is acquiring the Property in its "as is" condition and that Seller nor Property Manager has made no promises, warranties or representations, expressed or implied, oral or written, with respect to the Property, or any other matter herein set forth, nor have any agents, employees or other representatives of Seller or Property Manager and Buyer has not relied thereon for any purpose. In the event that any facts, conditions or circumstances change, or turn out differently from that which Buyer believes or knows concerning the Property and related matters as of the date hereof, Buyer's obligations hereunder shall remain in full force and effect, and with no right to delay payment or performance of the terms of this Agreement, or to seek any relief or compensation from Seller or Property Manager as a result thereof.

16. **BUYER'S INDEMNITY OF SELLER AND PROPERTY MANAGER:** Buyer hereby indemnifies and holds Seller and Property Manager harmless, effective as of the date that Buyer takes possession of the Property, for any damages, liabilities, claims, litigations, or other obligations incurred or suffered by Seller which may occur as a result of activities or occurrences at the Property, including but not limited to, any and all damages to the improvements located on or about the Property and any persons who come onto the Property, whether owners, licensees, agents, invitees, employees, contractors or trespassers.

17. **ASSIGNMENT OF CONTRACT:** Buyer shall not transfer, sell or assign their interest in this Agreement or in the Property without the written consent of Seller or Property Manager. In the event of an acceleration of any senior encumbrance (by reason of a transfer, sale or assignment by the Buyer of its interest in the Property) the total amount of unpaid principal and interest due under this contract shall be immediately due and payable to Property Manager in order to protect the Seller against the loss of his security interest herein.

18. **CONSTRUCTION:** All words used in this agreement, including the words "Seller", "Property Manager" and "Buyer" shall be construed to include the plural as well as the singular number and words used herein in the present tense shall include the future as well as the present, and words used in the masculine gender shall included the feminine and neuter gender.

19. **PROPERTY MANAGER:** The Property Manager is designated as LH Capital Management, LLC dba Home America and has all power and authority to act on the Seller's behalf to facilitate and enforce the terms of this agreement. Such power and authority includes but is not limited to the collection and application of funds owed to Seller, initiate upon Buyer a "Notice to Quit", and negotiate any terms associated with this agreement with Buyers before and if necessary after the execution of this agreement. If the Property Manager and Seller relationship is terminated for any reason, all indemnifications put forth herein shall endure to the benefit of the previous Property Manager throughout the term of this agreement. Upon such termination event, all references in this agreement to Property Manager will revert to Seller unless/until Seller appoints a new Property Manager.

20. **COUNTERPARTS:** This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all parties hereto, notwithstanding that all of the parties not signatory to the original or same counterpart.

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BUYER:

Chasity Ragon
(Name)
Chasity Ragon
(Signature)

BUYER 3 (if applicable):

(Name)

(Signature)

BUYER 2 (if applicable):

Samuel Lucas
(Name)
Samuel Lucas
(Signature)

BUYER 4 (if applicable):

(Name)

(Signature)

State of MS)

County of Panola)

On 8-24-11 before me, BRM Baker

Notary Public personally appeared the following:

Chasity Ragon
Samuel Lucas

Who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of MS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRM Baker
Notary Public



IN WITNESS WHEREOF, the parties here to have executed this Agreement on the day and year first above written.

SELLER:

Home America, LLC, a California Limited Liability Company

BY: *[Signature]*

Kyle R. Walker
Home America, LLC

State of California)

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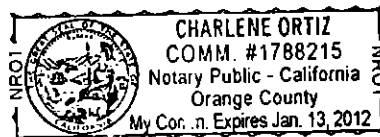
County of Orange)

On Aug 20, 2011 before me, Charlene Ortiz,
Notary Public, personally appeared Kyle R. Walker,
who proved on the basis of satisfactory evidence to be the person(s) whose names(s) is are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his her their capacity(ies), and that by his her their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND AND PROPERTY LYING AND BEING SITUATED IN PANOLA COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

TRACT I

THAT FRACTIONAL PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 5 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, SAID IRON PIN BEING 544.10 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 5 WEST; THENCE EAST ALONG SAID, HALF-SECTION LINE A DISTANCE OF 439.32 FEET TO A POINT IN THE WEST LINE OF A GRAVEL DRIVE; THENCE SOUTHWESTWARDLY ALONG SAID GRAVEL DRIVE A DISTANCE OF 496.12 FEET TO A POINT IN THE NORTH LINE OF A COUNTY ROAD (GRAVEL); THENCE NORTHWESTWARDLY ALONG SAID GRAVEL ROAD A DISTANCE OF 227.31 FEET TO A POINT; THENCE NORTH 12 DEGREES 20 MINUTES EAST ALONG J.W. BRAMLETT'S EAST LINE A DISTANCE OF 236.8 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.85 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LAND BEING A PART OF THE LAND CONVEYED TO ELIZABETH C. BROWNING BY QUITCLAIM DEED ON FEBRUARY 8, 1972, AS RECORDED, IN BOOK Z-2 AT PAGE 374.

AND ALSO:

TRACT II

THAT FRACTIONAL PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 5 WEST, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN IRON ROD, SAID ROD BEING 47 FEET SOUTH AND 213.5 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 5 WEST, RUN THENCE SOUTH 60 DEGREES 36 MINUTES EAST 128.8 FEET ALONG THE NORTH RIGHT OF WAY OF A GRAVEL ROAD TO A POINT; THENCE ALONG SAID RIGHT OF WAY SOUTH 51 DEGREES 38 MINUTES EAST 236.9 FEET TO AN IRON ROD; THENCE NORTH 12 DEGREES 20 MINUTES EAST 236.8 FEET TO AN IRON ROD; THENCE NORTH 86 DEGREES 38 MINUTES WEST 380.6 FEET TO AN IRON ROD; THENCE SOUTH 24 DEGREES 30 MINUTES WEST 44.5 FEET TO THE POINT OF BEGINNING, CONTAINING 1.0 ACRES, MORE OR LESS BEING THE SAME PROPERTY AS DESCRIBED IN DEED DATED FEBRUARY 19, 1988, OF RECORD IN BOOK L-5 AT PAGE 63.

TAX MAP OR PARCEL ID NO.: 1169 3000 000 0001300

PROPERTY COMMONLY KNOWN AS: 255 MCMINN ROAD, BATESVILLE, MS 38606