

CONTRACT FOR DEED

TERMS:

In addition to other terms defined elsewhere in this Contract for Deed (hereinafter, "Agreement"), the following terms have the following respective meanings:

EFFECTIVE DATE: July 2nd, 2012

SELLER: HOME AMERICA, LLC
a Delaware limited liability company

SELLER'S MAILING ADDRESS: Home America, LLC
8941 Atlanta Ave. #345
Huntington Beach, CA 92646

BUYER (whether one or more): Nathan Harris

BUYER'S MAILING ADDRESS: 11106 Applewood Drive
Kansas City, MO 64134

PROPERTY (including any improvements):

That certain real property, together with all improvements thereon and appurtenances thereto, that is described in Exhibit A, attached hereto and made a part hereof for all purposes.

Street address of Property as of Effective Date: 5346 Wayne Ave.
Kansas City, MO 64110

PROPERTY MANAGER:

Home America, LLC

ADDRESS OF PROPERTY MANAGER:

8941 Atlanta Ave. #345
Huntington Beach, CA 92646

PURCHASE PRICE: Forty Six Thousand Four Hundred Twenty Six AND
15 /100 DOLLARS (\$46,426.15)

DOWN PAYMENT: \$ 800.00

BALANCE OF PURCHASE PRICE: \$ 45,626.15

ANNUAL INTEREST RATE: 9.99 %

TERM 240

MONTHLY PRINCIPLE AND INTEREST PAYMENT: \$ 440.00

DATE OF FIRST MONTHLY PAYMENT: September 1, 2012

MATURITY DATE: August 1, 2032

NOTICE: THE MONTHLY PAYMENT AMOUNT SET FORTH ABOVE DOES NOT INCLUDE ANY AMOUNTS THAT BUYER MAY BE REQUIRED TO PAY OR DEPOSIT FOR PROPERTY TAXES (INCLUDING DELINQUENT TAXES), INSURANCE OR OTHER COSTS OR EXPENSES THAT BUYER MAY BE REQUIRED TO PAY UNDER THIS AGREEMENT. BELOW IS A CALCULATION AS OF THE EFFECTIVE DATE OF THE AMOUNT THAT BUYER WILL INITIALLY BE REQUIRED TO PAY OR DEPOSIT UNDER THIS AGREEMENT ON A MONTHLY BASIS FOR THE MONTHLY PAYMENT AMOUNT, PROPERTY TAX RESERVE AND INSURANCE PREMIUMS, WHICH AMOUNT DOES NOT INCLUDE DELINQUENT TAXES AND IS SUBJECT TO CHANGE:

Monthly Principle and Interest Payment :	\$ <u>440.00</u>
Initial Monthly Property Tax Reserve Payment:	\$ <u>60.00</u>
Initial Monthly Insurance Premium Payment:	\$ <u>30.00</u>
Total Monthly Payment:	\$ <u>530.00</u>

CLAUSES AND COVENANTS:

1. **PURCHASE AND SALE.** Upon the terms and conditions of this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller. It is understood and agreed that legal title to the Property will not be transferred to Buyer until Buyer has paid to Seller the entire Purchase Price and all other sums that may be or become due and owing by Buyer to Seller under this Agreement.

2. **PAYMENT OF PURCHASE PRICE.** In consideration of the sale of the Property to Buyer by Seller in accordance with this Agreement, Buyer agrees to pay the Purchase Price to Seller. The Purchase Price consists of the Down Payment and the Balance of Purchase Price. The unpaid Balance of Purchase Price will bear interest at the Annual Interest Rate from the Date of Possession (hereinafter defined) until the entire Purchase Price has been paid in full. Buyer will pay the Down Payment to Seller immediately upon the execution of this Agreement. Buyer will pay the Balance of Purchase Price to Seller in monthly installments, each of which shall be in the Monthly Payment Amount, at the Address of Property Manager or at another place as Seller may from time to time direct. The monthly installments of the Balance of Purchase Price will begin on the Date of First Monthly Payment and will continue on the same day of each following month until the Balance of Purchase Price has been paid in full. All unpaid amounts are due by the Maturity Date. All payments of the Monthly Payment Amount will be applied first to any accrued and unpaid interest owed on the Balance of Purchase Price, and any remainder will be applied against the Balance of Purchase Price. Buyer may prepay all or any portion of the Balance of Purchase Price from time to time or at any time. Any prepayments will likewise be applied first to any accrued and unpaid interest owed on the Balance of Purchase Price, and any remainder will be applied against the Balance of Purchase Price, unless otherwise agreed in writing by Seller in any specific instance. In connection with any complete prepayment of the entire Balance of Purchase Price, any unearned interest (if any) on the Balance of Purchase Price will be refunded to Buyer. If Buyer prepays less than all of the Balance of Purchase Price at any time, then the monthly installments shall continue as provided in this Agreement until the Balance of Purchase Price has been paid in full. All sums payable by Buyer under this Agreement shall be paid in immediately available U.S. funds in the form of a cashier's check, money order or such other form as Seller may from time to time require or accept. Without limiting the generality of the foregoing, Buyer agrees to authorize and make such arrangements as may be necessary to enable payment of installments of the Monthly Payment Amount and other sums that may become due and owing under this Agreement by means of electronic funds transfer in accordance with the Authorization for Installment Billing that has been presented to Buyer or in accordance with any future authorization that may be requested by Seller.

If Buyer fails to pay the full amount of any installment of the Monthly Payment Amount within ten (10) days after the same is due, then Seller may impose a late payment service charge ("Late Charge"), covering administrative and overhead expenses, equal to Ten Percent of the portion of the installment that is overdue (or, if less, the maximum amount that Seller is permitted to charge under applicable law from time to time in effect). A Late Charge may be imposed only once with respect to an overdue installment of the Monthly Payment Amount, but a separate Late Charge may be imposed with respect to each overdue installment. Provision herein for payment of the Late Charge shall not be construed to extend the date for payment of

installments of the Monthly Payment Amount or to relieve Buyer of its obligation to fully pay all such installments when due. Any delay or failure of Seller to impose or collect any Late Charge shall not be construed as a waiver of Seller's ability to impose or collect that Late Charge or any other Late Charge that Seller is entitled to impose or collect hereunder.

3. PAYMENT OF DELINQUENT PROPERTY TAXES AND LIENS. Buyer acknowledges that at the Effective Date the Property may be subject to delinquent property taxes, water or sewer assessments, or other assessments (collectively, "Delinquent Amounts", including all interests and penalties related thereto), some or all of which may be secured by liens on the Property. Buyer hereby assumes the responsibility for, and agrees to pay, all Delinquent Amounts. Seller estimates that the approximate amount of the Delinquent Amounts as of the Effective Date is \$0.00. Buyer acknowledges that the aforesaid amount is an estimate only of Delinquent Amounts of which Seller has actual knowledge. Seller may not have knowledge of certain Delinquent Amounts. Further, Seller has based the aforesaid estimate of the Delinquent Amounts on information from sources that are believed to be reliable, but Seller does not guarantee the accuracy or completeness of the aforesaid estimate, and neither Seller nor Property Manager shall have any responsibility or liability with respect to the aforesaid estimate. Buyer acknowledges that Buyer has been strongly encouraged by Seller and Property Manager to verify the accuracy of said amounts with the appropriate agency or taxing authority. By Initialing in the space below, Buyer hereby acknowledges that Buyer is responsible for the payment of all Delinquent Amounts, regardless of whether or not included in the aforesaid estimate, and that the estimate of the Delinquent Amounts set forth in this Section is only an estimate and may not be accurate or complete. Buyer will be responsible for paying the full amount of the Delinquent Amounts regardless of any discrepancy between the estimate of the Delinquent Amounts furnished to Buyer and the actual amount of the Delinquent Amounts. Buyer acknowledges that neither Seller nor Property Manager shall have any responsibility of any kind for payment of any Delinquent Amounts or to reimburse Buyer for the actual amounts due with respect to the Delinquent Amounts.

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Buyer Initial's

Buyer Initial's

Buyer Initial's

Buyer Initial's

Notwithstanding the foregoing, Seller, in Seller's sole discretion, may from time to time or at any time pay all or any portion of any Delinquent Amounts, in which event Buyer will be obligated to promptly reimburse Seller for any portion of any Delinquent Amounts paid by Seller. Without in any way limiting Buyer's reimbursement obligation, Buyer hereby authorizes the Property Manager or any other holder of any reserve funds under Section 6 to reimburse Seller from such reserve funds for any Delinquent Amounts paid by Seller.

4. PROPERTY TAXES. Buyer shall pay when due all taxes and assessments on the Property and furnish evidence of payment to Property Manager. Neither Seller nor Property Manager shall have any responsibility for payment of any property taxes or other assessments applicable to the Property, except as may otherwise be provided in Section 6 with respect to the

payment of funds held in a reserve account. As provided in Section 6, instead of Buyer paying taxes directly, Seller may require Buyer to deposit sufficient funds to pay all taxes and assessments on the Property into a reserve account. If Seller or Property Manager receives any tax bills or statements during the term of this Agreement for the Property, the recipient will deliver them to Buyer unless the taxes are being paid out of a reserve account established under Section 6. Notwithstanding the foregoing, Seller, in Seller's sole discretion, may from time to time or at any time pay any tax or other assessment due with respect to the Property, and Buyer shall be obligated to promptly reimburse Seller for any such tax or other assessment paid by Seller. Without in any way limiting Buyer's reimbursement obligation, Buyer hereby authorizes the Property Manager or any other holder of any reserve funds under Section 6 to reimburse Seller from such reserve funds for any tax or other assessment paid by Seller.

5. **CASUALTY AND LIABILITY INSURANCE.** Buyer, at Buyer's sole cost and expense, shall obtain and continuously maintain in force a casualty and liability insurance policy covering all improvements on the Property providing fire and other casualty coverage on such improvements in an amount not less than the Balance of Purchase Price, and containing such additional coverages and clauses, with such insurer(s), and insuring against such other risks, as Seller may reasonably request from time to time. Each policy shall name Seller as an additional insured. Copies or certificates of each such policy shall be delivered to Seller upon the issuance of the policy to Buyer. Each policy shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except upon thirty (30) days' prior written notice to Seller. Buyer shall pay all premiums due for said insurance on or before their due date. Alternatively, Seller may from time to time or at any time, in lieu of Buyer's direct payment of such premiums, (i) require Buyer to pay the amount of such premiums to the Property Manager, at the same time as and along with the monthly payments of the Monthly Payment Amount, in which event the Property Manager shall pay the premiums on Buyer's behalf to the extent of the funds so collected from Buyer for that purpose, or (ii) require Buyer to deposit funds for premiums into a reserve account in accordance with Section 6. If Buyer fails to maintain the insurance coverage required by this Agreement (including by reason of Buyer's failure to timely pay the full amount necessary to enable the Property Manager to timely and fully pay premiums when due, or Buyer's failure to timely and fully make reserve deposits in accordance with Section 6), Seller, at Seller's option, may obtain insurance coverage for Seller's benefit and at Buyer's expense, containing such coverage as Seller, in its sole discretion, may determine from time to time, in which event Buyer shall be obligated to promptly reimburse Seller for the cost of such insurance and all other costs incurred by Seller in obtaining such coverage. Without in any way limiting Buyer's reimbursement obligation, Buyer hereby authorizes the Property Manager or any other holder of any reserve funds under Section 6 to reimburse Seller from such reserve funds for any such costs incurred by Seller. Except as may otherwise be required by applicable law then in effect, any proceeds which Seller may receive under any policy or policies of insurance maintained by either Seller or Buyer under this Section may be applied by Seller to the Balance of Purchase Price, whether then matured or to mature in the future, and in such manner as Seller may elect (with any proceeds in excess of the entire remaining Balance of Purchase Price to be delivered to Buyer); or Seller may, in Seller's sole discretion, permit Buyer to use all or any portion of said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy. If requested by Seller, Buyer agrees to authorize and make such arrangements as may be necessary to enable payment of any amounts payable to the Property Manager in accordance with this Section by means of electronic funds transfer in the same manner provided in or in accordance with Section 2. Any funds collected by the Property Manager under

this Section for payment of insurance premiums will not accrue interest and may be commingled with other funds held by the Property Manager, and Property Manager shall not be required to post any bond or other security in connection with the collection of such amounts. If at any time Buyer is in default under the terms of this Agreement, Property Manager may distribute any of the funds collected by it under this Section, which have not previously been remitted in payment of insurance premiums, to Seller to be applied to any amount due by Buyer under this Agreement in such order as Seller may elect. If this Agreement is canceled or terminated in accordance with Section 10, Property Manager shall, if requested by Seller, distribute to Seller any funds collected by Property Manager under this Section, which have not previously been remitted in payment of insurance premiums, as additional liquidated damages for Buyer's default hereunder, and, in such event, Buyer hereby assigns and transfers all of such funds to Seller. Property Manager shall not have any liability for any failure to pay or timely pay any premium for which it has collected funds under this Section when Buyer has failed to fully and timely remit the required premium amount to Property Manager.

NOTICE TO BUYER: THIS AGREEMENT (SECTION 5) REQUIRES THAT YOU OBTAIN AND MAINTAIN CASUALTY, LIABILITY AND RELATED INSURANCE FOR THE PROPERTY AT ALL TIMES. IF YOU FAIL TO MAINTAIN THE REQUIRED COVERAGE, THEN SELLER MAY OBTAIN A POLICY IN AN AMOUNT AND WITH TERMS AND COVERAGE DETERMINED SOLELY AT THE DISCRETION OF SELLER. ANY SUCH POLICY SHALL BE SOLELY FOR THE PROTECTION OF SELLER'S INTEREST IN THE PROPERTY AND SHALL NOT BE FOR THE BENEFIT OF BUYER, NOR WILL THE POLICY NECESSARILY COVER THE VALUE OF THE PROPERTY. BUYER SHALL NOT BE NAMED AS AN ADDITIONAL INSURED ON ANY POLICY PROCURED BY SELLER. ANY POLICY OBTAINED BY SELLER UNDER THIS SECTION 5 WILL BE AT BUYER'S EXPENSE.

6. TAX AND INSURANCE RESERVES. If required by Seller from time to time or at any time, Buyer agrees to make an initial deposit in an amount to be determined by Property Manager and then make monthly payments to a fund held by Property Manager for the taxes specified in Section 4 and/or for any insurance premiums for which Seller requires the deposit of reserve funds in accordance with Section 5. Buyer may further be required, in Seller's sole discretion, to deposit additional sums to the reserve fund for payment of any Delinquent Amounts. Monthly payments will be made on the same dates as payments of the Monthly Payment Amount. Payments to the reserve fund will be in such amounts, which may vary from time to time, that Property Manager determines from time to time may be advisable in order to provide sufficient funds for the payment of the taxes, insurance premiums and/or Delinquent Amounts for which the fund is held. Neither Seller nor Property Manager will have any liability for any determination of the amount of any monthly or other payment to the reserve fund or any shortfall or overage in the fund. The fund will accrue no interest, and Property Manager will hold it without bond in escrow and use it to pay the taxes, insurance premiums and/or Delinquent Amounts for which the fund is held. Property Manager may hold the fund in a common fund with other escrow funds, and shall have no obligation to segregate Buyer's reserve funds from other reserve funds that Property Manager may from time to time hold. If Buyer has complied with the requirements of this Section, Property Manager will (i) pay from the fund prior to delinquency the taxes and/or insurance premiums for which the fund is held to the extent of the amounts available therefor, and (ii) if applicable, pay any Delinquent Amounts for which reserve funds have been deposited to the extent of the amounts available therefor. Property Manager may also pay from the fund any amounts that may be owed by Buyer to Seller for any Delinquent

Amounts, property taxes or insurance premiums paid by Seller under Section 3, Section 4 or Section 5. Buyer agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund beyond what Property Manager determines will be needed for the payment of items for which the fund is held, Property Manager may either credit it to future monthly deposits until the excess is exhausted or refund it to Buyer. At such time, if any, as the balance of the fund equals or exceeds the unpaid Balance of Purchase Price, Seller, at Seller's option may credit so much of the balance of the fund that does not exceed the remaining Balance of Purchase Price against the remaining Balance of Purchase Price, in which event Property Manager shall deliver the necessary amount from the fund to Seller and refund any excess to Buyer, or direct Property Manager to refund the balance of the fund to Buyer after the entire Purchase Price has been paid. If at any time Buyer is in default under the terms of this Agreement, Seller or Property Manager may apply any of the funds it may hold pursuant to this Section to any amount due by Buyer under this Agreement in such order as Seller may elect. If this Agreement is canceled or terminated in accordance with Section 10, any balance in such fund shall be distributed to Seller as additional liquidated damages for Buyer's default hereunder, and, in such event, Buyer hereby assigns and transfers all of such balance to Seller. If Buyer makes a permitted transfer of Buyer's interest under this Agreement, such transfer shall include all of Buyer's interest in any fund in existence under this Section. Deposits to the fund described in this Section are in addition to the monthly payments of the Monthly Payment Amount. If requested by Seller, Buyer agrees to authorize and make such arrangements as may be necessary to enable payment of any amounts payable in accordance with this Section by means of electronic funds transfer in the same manner provided in or in accordance with Section 2.

7. **DELIVERY OF INITIAL POSSESSION TO BUYER.** Buyer shall be entitled to possession of the Property under this Agreement at such time as (i) Buyer and Seller have executed this Agreement, (ii) Buyer had paid the Downpayment to Seller in good and sufficient funds, (iii) Buyer has furnished proof of casualty insurance coverage under Section 4 in form and substance acceptable to Seller, in Seller's sole discretion, and (iv) Buyer has authorized payment of the Monthly Payment Amount and any tax or insurance reserve payments by means of electronic funds transfer if requested by Seller. Buyer's possession of the Property shall be subject to all matters in existence at the Effective Date and to the full and timely performance by Buyer of all of Buyer's obligations under this Agreement. The first date on which Buyer obtains possession of the Property is referred to herein as the "Possession Date." If an Owner Occupant Certification is executed by Buyer in connection with this Agreement, Buyer acknowledges and agrees that Buyer shall be required to occupy the Property as Buyer's primary residence in accordance with the Owner Occupant Certification.

8. **ADDITIONAL COVENANTS OF BUYER.** Buyer agrees to keep the Property in good repair and condition, except for ordinary wear and tear and damage due to casualty covered by insurance. Buyer agrees to obey, and cause all of Buyer's guests or invitees to obey, all laws, ordinances and restrictive covenants applicable to the Property or Buyer's activities on the Property. Buyer agrees to use the Property only for residential purposes, unless otherwise consented to in writing by Seller, in Seller's sole discretion, and Buyer's intended use is permitted by applicable law. Buyer agrees not to create or permit a nuisance on the Property. Buyer agrees not to store, use, manufacture or dispose of any hazardous substance, hazardous waste, toxic substance, or petroleum in, on or under the Property. Buyer agrees not to create or permit any lien on the Property without Seller's written consent. **BUYER HEREBY AGREES TO**

INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF SELLER AND PROPERTY MANAGER AND EACH OF THEIR RESPECTIVE MANAGERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS FROM ANY LOSS, DAMAGE, ATTORNEY FEES, EXPENSES OR CLAIMS ARISING FROM OR IN ANY WAY RELATED TO ANY OF THE FOLLOWING: (a) BUYER'S USE OF THE PROPERTY; (b) ANY ACTS OR OMISSIONS OF BUYER OR ANY OF BUYER'S AGENTS, GUESTS, INVITEES, OR CONTRACTORS OR ANY TRESPASSER; (c) ANY DAMAGE TO THE PROPERTY OCCURRING ON OR AFTER THE EFFECTIVE DATE THAT IS NOT COVERED BY BUYER'S INSURANCE AND THAT DOES NOT CONSTITUTE ORDINARY WEAR AND TEAR; or (d) ANY BREACH OR VIOLATION BY BUYER OF ANY OF THE PROVISIONS OF THIS AGREEMENT. BUYER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 8 SHALL BE APPLICABLE NOTWITHSTANDING THAT ANY INDEMNITEE MAY ALSO BE FOUND TO BE WHOLLY OR PARTIALLY NEGLIGENT IN CONNECTION WITH THE MATTER GIVING RISE TO BUYER'S INDEMNITY OBLIGATION.

9. **TRANSFER OF LEGAL TITLE TO BUYER.** At such time as Buyer has paid to Seller the entire Purchase Price and all other amounts that may become due and owing by Buyer to Seller under this Agreement, Seller will deliver to Buyer a quitclaim or other deed in a form acceptable to Seller (the "Deed") conveying all of Seller's right, title and interest in the Property to Buyer. Buyer acknowledges that the Deed will be without any warranty on the part of Seller (unless otherwise specified in the Deed) and will be subject to all matters of record affecting the Property and to any matters that would be shown on an on-the-ground survey of the Property; however, Seller will be responsible for obtaining the release of the Property from any liens securing any Seller Loans (as hereinafter defined) that are still in existence at the time of the delivery of the Deed, as provided in Section 14.

Seller will not furnish either a survey or a title insurance policy to Buyer. BUYER WILL BE RESPONSIBLE FOR OBTAINING, AT BUYER'S SOLE COST AND EXPENSE, ANY SURVEY OR POLICY OF TITLE INSURANCE FOR THE PROPERTY THAT BUYER MAY CHOOSE TO OBTAIN.

BUYER ACKNOWLEDGES THAT AT THE TIME OF THE DELIVERY OF THE DEED SELLER WILL CONVEY ALL OF SELLER'S RIGHT, TITLE AND INTEREST IN THE PROPERTY TO BUYER "AS IS, AND WITH ALL FAULTS." SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TITLE OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PURPOSE.

10. **DEFAULT BY BUYER.** Buyer will be in default under this Agreement if Buyer fails to timely pay when due any portion of the Purchase Price or if Buyer fails to timely perform any of Buyer's other obligations under this Agreement. Upon the occurrence of a default by Buyer, and the failure of Buyer to cure such default within ten (10) days after written notice of such default from Seller or Property Manager to Buyer, Seller may, subject to any additional notice or other requirements imposed by applicable law, invoke any remedies permitted by applicable law, including, without limitation, canceling this Agreement, declaring Buyer's interest under this Agreement forfeited, and retaining all money paid or deposited by Buyer under this Agreement (including any funds deposited in accordance with Section 5 or Section 6) as liquidated damages due to the inconvenience and difficulty of determining Seller's actual

damages. Buyer must vacate the Property after cancellation of this Agreement, including the delivery of all keys to the Property to the Property Manager or other designated representative of Seller. If Buyer does not vacate the Property, Buyer will be a tenant at will and will be subject to an action for eviction, forcible detainer or other action for the recovery of possession of the Property by Seller. If this Agreement is canceled, Buyer's permanent improvements to the Property and any abandoned personal property will become the property of Seller.

11. RECORDATION OF AGREEMENT. Except as otherwise required by applicable law, Seller shall not be required to record this Agreement or a memorandum hereof and Buyer shall not record this Agreement or any memorandum hereof without Seller's written consent in Seller's sole discretion. However, if Buyer has timely made 36 consecutive monthly installments of the Monthly Payment Amount and during that time period has fully performed all of Buyer's other obligations under this Agreement, then Seller agrees to have this Agreement or a memorandum hereof recorded in the real property records in the county where the Property is located. If this Agreement is recorded, it shall not be necessary or required to record any addenda, attachments or exhibits to this Agreement or any documents that are ancillary hereto, and any such addenda, attachments, exhibits or ancillary documents may be removed prior to recording. In the event of the cancellation of this Agreement in accordance with Section 10, Seller shall be authorized to record an affidavit, memorandum or other notice of the cancellation of this Agreement, containing such terms as Seller, in Seller's sole discretion, may determine to include, in the records where this Agreement or the memorandum hereof was originally recorded, and the recording of such affidavit, memorandum or other notice of cancellation shall constitute sufficient evidence that this Agreement has been cancelled and that Buyer has no rights in the Property.

12. PERSONAL PROPERTY. The following items of personal property are included in the sale of the Property to Buyer under this Agreement: all built-in appliances and window coverings located in the Property on the Date of Possession. All of such items of personal property are sold to Buyer "AS IS, AND WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. Concurrently with the delivery of the Deed, Seller will assign to Buyer all of Seller's right, title and interest in and to such items of personal property that are then in existence, but WITHOUT WARRANTY, EXPRESS OR IMPLIED.

13. ASSIGNMENT OF AGREEMENT. Buyer agrees that Buyer will not sell, transfer or assign any of Buyer's rights under this Agreement or the Property without Seller's prior written consent, which consent may be granted, withheld or conditioned in Seller's reasonable discretion. Seller is entitled to assign, pledge, encumber or delegate any of its rights or responsibilities under this Agreement at any time. Any assignment of this entire Agreement by Seller will relieve Seller from all of its responsibilities under this Agreement from and after the date of the assignment. In connection with any assignment of this entire Agreement by Seller (other than an assignment in pledge or otherwise as collateral), Seller will transfer any funds held by it under Section 5 or Section 6 to the assignee, who shall thereupon become responsible for those funds and Seller will thereby be released from all further obligation or liability with respect to the transferred funds.

14. SELLER'S FINANCING. Buyer acknowledges that Seller may have outstanding at the Effective Date or from time to time during the term of this Agreement one or more loans or other financing from one or more lenders that is secured by a lien or liens on the Property

(individually and collectively, "Seller Loans"). Subject to Buyer's timely performance of Buyer's payment and other obligations under this Agreement, Seller agrees to timely perform Seller's obligations under any Seller Loans. Seller covenants to obtain a discharge of any liens on the Property securing any Seller Loans at such time as Seller is obligated to deliver the Deed in accordance with Section 9 or within a reasonable time thereafter. Buyer agrees to grant any lender, appraiser or other third party reasonable access to the Property in connection with the initiation, modification, or servicing of any Seller Loans or the evaluation of the Property in connection with any Seller Loans or any proposed Seller Loans or for any other purpose that may be determined from time to time by Seller.

15. PROPERTY MANAGER; SERVICERS. The initial Property Manager is named in the "Terms" Section of this Agreement. Seller may from time to time designate a new Property Manager upon notice to Buyer, and the person so designated in a notice to Buyer shall become and serve as the Property Manager hereunder unless and until removed or a subsequent Property Manager is designated by Seller. Seller may remove any Property Manager serving at any time without then designating a new Property Manager, in which event there shall be no Property Manager hereunder unless and until a new Property Manager is designated by Seller. Seller may act as the Property Manager hereunder. The Property Manager has the authority to act on behalf of Seller under this Agreement. Such authority includes, without limitation, the collection and application of funds owed by Buyer to Seller, the giving of any notices on behalf of Seller under this Agreement, and the pursuit of any remedies on behalf of Seller under this Agreement or applicable law, including the prosecution of eviction, forcible detainer or other proceedings on behalf of Seller. Seller or Property Manager may from time to time delegate any of their respective duties or responsibilities under this Agreement to one or more servicers, who shall have authority with respect to the matters delegated. Neither Seller nor Property Manager shall be liable or responsible for any acts or omissions of any servicer.

16. MINERAL LEASES AND EASEMENTS. Buyer acknowledges that mineral rights in the Property may have previously been severed or reserved by one or more third parties, and that the Property shall not include any such mineral interests and related rights owned by third parties. Further, Seller, by written notice to Buyer from time to time or at any time, may reserve all or any portion of any oil, gas or other minerals in, on or under the Property, in which case the Property shall not include any such interests that are reserved by Seller. If Buyer does obtain any mineral rights in the Property, Buyer may not execute leases for oil, gas or other minerals in, on or under the Property without Seller's prior written approval, in Seller's sole discretion. Further, except as may otherwise be required by applicable law then in effect, all bonuses, delay rentals or royalties payable in connection with Buyer's interest in any lease entered into by Buyer and approved by Seller will be paid to Seller and applied against the Purchase Price until the Purchase Price has been paid in full, and any excess will be the property of Buyer. Buyer may not grant easements or other rights with respect to the Property without Seller's written approval, in Seller's sole discretion. Except as may otherwise be required by applicable law then in effect, any compensation for an easement or other right will be paid to Seller and applied against the Purchase Price until the Purchase Price has been paid in full, and any excess will be the property of Buyer.

17. CONDEMNATION. Buyer may not sell or convey all or any part of the Property in lieu of condemnation without Seller's written approval, in Seller's sole discretion. Except as may otherwise be required by applicable law then in effect, all amounts from condemnation of all or

part of the Property or from sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property, will be paid to Seller and applied against the Purchase Price until the Purchase Price has been paid in full, and any excess will be the property of Buyer. Buyer will promptly give Seller notice of any actual or threatened proceedings for condemnation of all or part of the Property.

18. **NOTICES**. Any notice required or permitted under this Agreement must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, fax transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided above.

19. **TIME**. Time is of the essence of each of Buyer's obligations under this Agreement.

20. **NO BROKERS**. Buyer represents and warrants to Seller that Buyer has not employed the services of any real estate broker, agent or finder in connection with the transactions that is the subject of this Agreement. Buyer agrees to indemnify and hold harmless Seller and Property Manager from any commission, fee or other compensation that may be asserted by any real estate broker, agent, finder or other person in connection with this Agreement arising from any act or omission of Buyer.

21. **WAIVER OF DEFAULT**. It is not a waiver of default if the nondefaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies in this Agreement does not prevent pursuit of other remedies in this Agreement or provided by law.

22. **ENTIRE AGREEMENT**. This Agreement, including any attached exhibits or addenda, is the entire agreement of the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Agreement, and neither party is relying on any warranty, statement, or representation not contained in this Agreement.

23. **AMENDMENT**. This Agreement may not be altered, changed, or amended except by a written instrument signed by the parties.

24. **BINDING AGREEMENT**. This Agreement and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns (where permitted).

25. **ATTORNEY FEES**. If either party retains an attorney to enforce this Agreement, the prevailing party is entitled to recover reasonable attorney fees and court costs and other expenses. The term "prevailing party" means the party that has succeeded on a significant issue in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to such party.

26. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that fact shall not affect any of the other provisions of this Agreement, which will remain in full force and effect. Further, there shall be deemed substituted for the illegal, invalid or unenforceable provision a provision as similar as possible thereto that will be legal, valid and enforceable.

27. **CONSTRUCTION OF TERMS.** All references in this Agreement to sections, subsections and other subdivisions refer to corresponding sections, subsections, and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words "this Agreement", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The term "or" includes "and/or." All references herein to "\$", "dollars", or other sums of money shall refer to U.S. Dollars. Any exhibits, addenda or other writings attached to this Agreement are incorporated into this Agreement by reference.

28. **LIMITATION ON INTEREST.** It is the intention of Seller and Buyer to conform strictly to applicable usury laws. All agreements between Seller and Buyer are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to Buyer for the use, forbearance or detention of money hereunder exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be deemed a mistake and the obligation shall be reduced to the limit of such validity; and, if from any circumstances Buyer should ever receive an amount deemed to be interest by applicable law which would exceed the maximum rate permitted under applicable law, such amount that would be excessive interest shall be applied to the reduction of the amount owing hereunder or to the reduction of any other principal indebtedness of Seller to Buyer, or if such excessive interest exceeds the unpaid balance owed hereunder and such other indebtedness, the excess shall be refunded to Seller. All sums paid or agreed to be paid by Seller for the use, forbearance or detention of any indebtedness or obligation of Seller to Buyer shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness or obligation until payment in full so that the actual effective rate of interest contracted for, collected or charged on account of such indebtedness or obligation is uniform throughout the full stated term thereof. The terms and provisions of this Section 28 shall control and supersede all other provisions of all agreements between Seller and Buyer that are applicable to the contracting for, collecting and charging of interest. Neither the existence of this Section 28 nor any of the provisions of this Section 28 shall be construed as an acknowledgment or agreement on the part of any party that any amount payable under this Agreement is or may be characterized as interest.

29. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Buyer acknowledges that Buyer has received an original or a photocopy of a fully executed original counterpart of this Agreement.

30. **BUYER REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller as follows: (a) all personal, financial, credit and other information furnished by or on behalf of Buyer to Seller prior to or in connection with the execution of this Agreement is true, correct and complete in all material respects; (b) Buyer has thoroughly inspected and examined the Property and has been afforded sufficient opportunity to do so; (c) Buyer is familiar with all factors relevant to the Property's current and prospective use and its physical condition; (d) Buyer is familiar with and has examined and inspected or has been afforded sufficient opportunity to examine and inspect all matters with respect to title, taxes, assessments, municipal uses, use permits, zoning, soil conditions, covenants, conditions and restrictions, all aspects of physical and structural condition, and any and all other matters, facts or circumstances bearing upon the title, condition or value of the Property or for Buyer's prospective purposes and uses; (e) 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 that is not specifically set forth in this Agreement; (f) Buyer is acquiring the Property in its "AS IS" condition, and neither Seller nor Property Manager nor any of their respective employees, agents or other representatives has made any promises, warranties or representations, expressed or implied, oral or written, with respect to the Property or any other matter except as may be expressly set forth in this Agreement; and (g) in the event that any facts, conditions or circumstances change, or turn out differently from that which Buyer believes or expects concerning the Property and related matters as of the Effective Date, Buyer's obligations hereunder shall remain in full force and effect, and Buyer shall have no right to delay payment or performance of any of the terms of this Agreement, or to seek any relief or compensation from Seller or Property Manager as a result thereof.

31. **TITLE MATTERS.** Without limiting any other provisions of this Agreement, Buyer acknowledges that Buyer is not being furnished with a policy of title insurance with respect to the Property and that neither Seller nor Property Manager nor any of their employees, agents or representatives has made, is making or will make any representation, warranty or assurance regarding the title to the Property. Buyer has made and has been afforded sufficient opportunity to make an examination of the state of the title of the Property as of the Effective Date. Buyer is relying solely on Buyer's evaluation of the title of the Property in making the decision to enter into this Agreement.

NOTICE: SELLER ADVISES BUYER TO:

(1) OBTAIN A TITLE ABSTRACT OR TITLE COMMITMENT COVERING THE PROPERTY AND HAVE THE ABSTRACT OR COMMITMENT REVIEWED BY AN ATTORNEY BEFORE SIGNING A CONTRACT OF THIS TYPE; AND

(2) PURCHASE AN OWNER'S POLICY OF TITLE INSURANCE COVERING THE PROPERTY.

32. JOINT AND SEVERAL LIABILITY. If Buyer consists of more than one person, then all obligations of Buyer hereunder shall be the joint and several obligations of all persons executing this Agreement as Buyer.

33. NO FIDUCIARY RELATIONSHIP. Nothing in this Agreement, including any acts of Seller or Property Manager under either of Section 5 or Section 6 hereof with respect to the collection of insurance premiums or the establishment or operation of reserve accounts, is intended to create, nor does it create, any fiduciary relationship between Seller, Property Manager, or any servicer and Buyer. Any obligations of Seller, Property Manager or any servicer hereunder are contractual obligations and not fiduciary obligations.

34. ACCEPTANCE OF PAYMENTS; RETURNED ITEMS. Any check, draft, money order or other instrument, or any electronic fund transfer, wire transfer, ACH transfer or other electronic payment or other payment device, given or made by or on behalf of Buyer in payment of any sum hereunder may be accepted by or on behalf of Seller or Property Manager, but the same shall not constitute payment or deposit hereunder or diminish any rights of Seller or Property Manager hereunder except to the extent that actual cash proceeds of such instrument, transfer or other payment device are unconditionally received by Seller or Property Manager, as applicable. If any instrument, transfer or other payment device given or made by Buyer hereunder is returned or dishonored due to insufficient funds or for any other reason, Seller or Property Manager shall be entitled to charge Buyer a processing fee, to the extent permitted by applicable law from time to time in effect, in order to cover the cost of processing such returned or dishonored item.

35. ACKNOWLEDGMENT OF RECEIPT; OTHER DOCUMENTS. Buyer acknowledges that Buyer has received a fully executed original, or a photocopy of a fully executed original, counterpart of this Agreement. Buyer further acknowledges that Buyer has received and read prior to Buyer's execution of this Agreement each of the following documents that is marked below:

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Insurance Notice |
| <input checked="" type="checkbox"/> | Reserve Account Addendum |
| <input checked="" type="checkbox"/> | Automatic Payment Authorization |
| <input checked="" type="checkbox"/> | Notice to Buyer |
| <input checked="" type="checkbox"/> | Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards |
| <input checked="" type="checkbox"/> | HUD Lead Pamphlet |
| <input checked="" type="checkbox"/> | Owner Occupant Certification |
| <input checked="" type="checkbox"/> | Repair Addendum |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

CERTAIN OF THE DOCUMENTS THAT MAY BE MARKED ABOVE, IF SIGNED BY BOTH SELLER AND BUYER, WILL CONSTITUTE ADDENDA TO THIS AGREEMENT, IN WHICH CASE THIS AGREEMENT WILL BE DEEMED MODIFIED BY THOSE ADDENDA THAT ARE SIGNED BY BOTH SELLER AND BUYER.

36. ADDITIONAL PROVISIONS. The parties further agree as follows [insert additional provisions or mark "N/A"]:

See attached Repair Addendum


THIS EXECUTORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN SELLER AND BUYER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED by the parties to be effective as of the Effective Date.

[Signature pages follow]

SELLER:

HOME AMERICA, LLC
a Delaware limited liability company

By: 
Kyle R. Walker
Manager of Home America, LLC

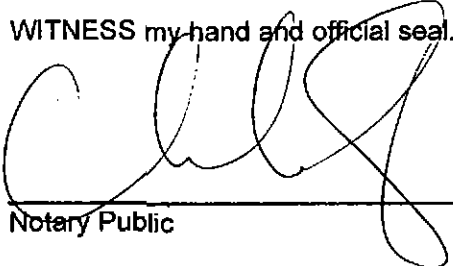
State of California)
)ss
County of Orange)

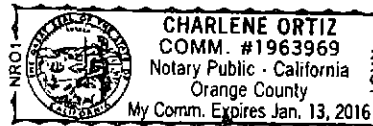
Charlene Ortiz, Notary Public

On July 12, 2012, 20__, before me, _____,
Notary Public, personally appeared KYLE R. WALKER, who proved on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public



(SEAL)

BUYER:

[Signature]
Printed Name: Nathan Harris

Printed Name: _____

Printed Name: _____

Printed Name: _____

State of Missouri)
County of Jackson) ss:

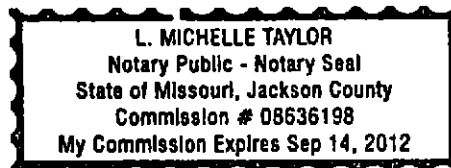
On July 5, 2012 before me, L. Michelle Taylor,
Notary Public personally appeared Nathan T. Harris, and _____

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 Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



(SEAL)

EXHIBIT A

Legal Description of the Property

Parcel #: 30-720-15-14-000-0-00-000

Legal Description: Lot 34, Kathleen Ridge, a subdivision in Kansas City, Jackson County, Missouri.

Subject easements, reservations, restrictions and covenants, if any, of record.

Permanent Parcel No: 30-720-15-14-000-0-00-000

Commonly Known As: 5346 Wayne Ave, Kansas City, MO 64110