

## Purchaser's Information

Completed by: Albert W. Williams

Mentor Level: Titianium

---

Loan #: 48967

Property Address: 711 East Washington Ave. Elmira, NY 14901

Purchase Price: \$14,625.00

Purchasing Entity: AW Excelsior Group, LLC.

Entity Address: 5 Alexander Drive

City: Bloomfield

State: CT

Zip: 06002

(Note this will be on the sale agreement read as is and will be the mailing address for collateral files)

Is this purchase with your IRA? Yes

Acct #: (if Applicable) Click here to enter text

Telephone #: 860-402-0851.

Email Address: Aldocjam@comcast.net

### Servicer Information

---

Servicer: Peak Loan Servicing

Contact Name: Scott Sawyer

Address: 5900 Canoga Blvd.

City: Woodland Hills

State: CA

Zip: 91367

Telephone #: 877-777-3858 x1008

Would you like Collateral files shipped to your servicer: Yes ☒ No ☐

If No, files will be shipped to Purchasing Entity Address above.

## MORTGAGE LOAN SALE AGREEMENT

This Mortgage Loan Sale Agreement ("Agreement"), entered into as of the 2nd day of October 2015 by and between Colonial Fund 17, LP, a Texas limited partnership with offices at 520 Silicon, Dr, Ste 110, Southlake, Texas 76092 ("Seller"), and (PURCHASER) AW Excelsior Group, LLC with offices at 5 Alexander Drive, Bloomfield, CT 06002 ("Buyer").

RS. all.  
WITNESSETH:

WHEREAS, Seller is the owner of certain Mortgage Loans (as defined herein);

WHEREAS, Seller is willing to sell the Mortgage Loans, and Buyer is willing to purchase the Mortgage Loans, for the consideration and under the express terms, provisions, conditions and limitations as set forth herein; and

WHEREAS, Seller and Buyer desire to enter into this Agreement to establish the terms and conditions governing the purchase and sale of such Mortgage Loans;

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Seller and Buyer agree as follows:

### ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning indicated:

"Assignment of Mortgage" means, with respect to any Mortgage Loan, an original assignment of the related Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction in which the related Mortgaged Property is located to give record notice of the sale of the Mortgage to Buyer.

"Effective Date" means October 23, 2015 on which Seller will deliver the Mortgage Note with its allonge and Assignment of Mortgage to Buyer.

"Mortgage" means, with respect to any Mortgage Loan, the mortgage, deed of trust or other instrument securing the related Mortgage Note.

"Mortgage Files" means, with respect to any Mortgage Loan, such information in Seller's possession that may be necessary for Buyer to service the Mortgage Loans but excluding there from matters subject to attorney client or other forms of privilege, and any items which Seller is prohibited from providing in accordance with applicable law.

"Mortgage Loan(s)" means a loan contained on the Mortgage Loan Schedules and evidenced by a Mortgage Note and secured by the related Mortgage, Deed of Trust, Land Contract or Contract for Deed.

Buyer's Initials:

AW

1

Seller's Initials:

RS

"Mortgage Loan Documents" means, with respect to each Mortgage Loan, the Mortgage Note and the Mortgage along with any other documents, instruments or agreements in Seller's possession creating, relating to, or evidencing the Mortgage Loan.

"Mortgage Loan Schedule" means the list of Mortgage Loans attached hereto as Exhibit A.

"Mortgage Note" means, with respect to each Mortgage Loan, the promissory note or other evidence of indebtedness evidencing such Mortgage Loan.

"Mortgaged Property" means, with respect to each Mortgage Loan, the related Obligor's fee interest in the real property subject to the Mortgage.

"Obligor" means, with respect to each Mortgage Loan, any obligor(s) on the related Mortgage Loan Documents, including, without limitation, any and all guarantors, sureties or other persons or entities that are or may be liable thereon.

"Protected Consumer Information" means non-public personal information as defined in 16 C.F.R. §313.3 (n)(1) et seq. (2003), along with any other information belonging or related to an Obligor that is protected from general disclosure by any and all federal, state and local law or regulation in force during the term of this Agreement or any other agreement, written or verbal, between the parties relating to the transaction contemplated herein.

"Purchase Price" means the cash amount set forth in Section 2.2 herein.

"Closing Date" means the period commencing hereof and continuing through 5:00 pm (TX time) on **October 7, 2015 with Time Being of the Essence**. Any extension of the Closing Date Period must be by written consent of the Seller.

## ARTICLE II PURCHASE AND SALE OF THE MORTGAGE LOANS

2.1. Agreement to Sell and Purchase Mortgage Loans. Subject to the terms and conditions of this Agreement, Seller agrees to sell and assign to Buyer without recourse, and Buyer agrees to purchase, assume and accept from Seller all of Seller's right, title and interest in and to the Mortgage Loans described on the Mortgage Loan Schedules. Upon Seller's timely receipt of the Purchase Price, Seller shall sell and assign to Buyer the Mortgage Loans pursuant to the Assignment and Conveyance in the form attached hereto as Exhibit B, dated as of the Effective Date, which Assignment and Conveyance shall sell, transfer, assign, set-over, quitclaim and convey to Buyer all right, title and interest of Seller in and to each of the Mortgage Loans, without recourse, representation or warranty of any kind whatsoever except as specifically set forth in this Agreement.

2.2. Purchase Price. The Purchase Price shall be **Twenty Nine Thousand Five Dollars \$29,500.00** and shall be paid by Buyer to Seller on or before 5:00 pm, TX Time (CST) on October

Buyer's Initials: all

Seller's Initials: W

7, 2015 in immediately available funds in United States Dollars, by wire transfer or Cashier's checks. Failure to timely deliver the Purchase Price shall be an immediate default by Buyer hereunder for which there shall be no notice or cure period.

2.3. Payments Received. If Seller shall receive any payment on or after the Effective Date, Seller shall pay over and/or deliver such payment to Buyer within 30 days of its receipt thereof and, if necessary, with an endorsement in the form substantially as follows: "Pay to the order of Excelsior Group, L.L.C without representations or warranties, and without recourse." Seller may indicate on the records related to any of the Mortgage Loans the date of receipt and amount of any payments.

### ARTICLE III TRANSFER OF MORTGAGE LOANS AND TRANSFER DOCUMENTS

3.1. Transfer of Documents. Upon the Effective Date, Seller shall deliver to Buyer the Mortgage Loan Documents and the Mortgage Files through courier service, like Fedex, UPS or the express mail with the United States Postal Service at Buyer's address: of 5 Alexander Drive, Bloomfield, CT 06002.

3.2 Assignments of Mortgages and Mortgage Notes. Within fourteen (14) business days after Seller's receipt of all assignments showing Seller as assignee to the Mortgage Loans, (i) Seller shall prepare and deliver to Buyer Assignments of Mortgage for the Mortgage Loans in recordable form and (ii) Seller shall prepare and deliver to Buyer an allonge with respect to each Mortgage Note dated as of the Effective Date in the following form: "Pay to the Order Excelsior Group, L.L.C without recourse, representation or warranty either express or implied." Buyer shall be responsible for recording and/or filing of the originals of the Assignments of Mortgage as necessary, proper or appropriate. Buyer shall pay all costs, fees and expenses for such recording and/or filing. Buyer shall cause the Assignments of Mortgage to be recorded as soon as practicable but no later than thirty days from the Effective Date.

3.4 Seller's Failure to Deliver. Shall Seller for any reason fail to provide the documents under Para. 3.1 and 3.2, the sole remedy of Buyer is to receive the return of deposit from Seller. Upon the return of deposit, Buyer shall not hold Seller responsible for any damages.

3.5 Seller's Obligation in Delivering Document. On the Effective Date, Seller shall be deemed to have satisfied its obligation under this Section as long as Seller delivers to Buyer the original Mortgage Note, the Assignment of Mortgage, and the Assignment and Conveyance (the allonge) or their equivalents.

### ARTICLE IV SERVICING

4.1. Servicing-Released Basis. The Mortgage Loans shall be sold and conveyed to Buyer as of the Effective Date on a servicing-released basis. Buyer is making its own arrangements for

Buyer's Initials:



Seller's Initials:



the servicing and collecting of the Mortgage Loans and Seller shall have no obligation with respect there to. Within ten (10) days after the Effective Date, Seller shall send "good-bye" letters to Obligors, and Buyer shall send "hello" letters to Obligors in accordance with applicable law. From and after the Effective Date, Buyer assumes and shall undertake, to comply with and discharge all legal requirements and all obligations of the mortgagee/holder under all the applicable Mortgage Loan Documents with respect to the Mortgage Loans, including without limitation, any legal requirements pertaining to unfair credit collection practices.

4.2 Transfer of Servicing. All rights, obligations, liabilities and responsibilities with respect to the servicing of the Mortgage Loans shall pass to Buyer on the Effective Date, and Seller shall thereafter have no obligation to perform any servicing activities with respect to the Mortgage Loans. As such, Buyer hereby acknowledges that, from and after the Effective Date, Buyer shall bear all risk with respect to the Mortgage Loans and Seller shall not be responsible for the failure to meet or toll any proof of claim, discharge, limitation, notice, hearing, trial, penalty or payment date or any other deadline in connection with a Mortgage Loan.

4.3 Pre-Closing. Until the Effective Date, Seller shall continue to have the right, in Seller's sole discretion, to administer and otherwise deal with the Mortgage Loans and the Mortgage Loan Documents, and shall have the right, in its sole discretion, among other things, to proceed to enforce its rights and remedies in connection with the Mortgage Loans. Until the Effective Date, Buyer shall not communicate with any Obligor or otherwise take any action with respect to any Mortgage Loan or any Obligor.

## ARTICLE V DISCLAIMER

5.1. Disclaimer regarding Mortgage Loans. This is an "AS IS" "WHERE IS" sale, without recourse or warranty from Seller, either express or implied, except as expressly set forth in this Agreement. Seller makes no representation as to the completeness or accuracy of any evaluation materials that Buyer may have reviewed in the course of its due diligence, including but not limited to information and documentation delivered to Seller by any Obligor. Buyer acknowledges and agrees and has represented to Seller that Buyer is a purchaser with substantial experience in investment and in the real estate industry and is capable of evaluating the merits and risks of buying and owning the Mortgage Loans. Further, Buyer has had ample time and opportunity to examine and investigate the Mortgage Loans and the Mortgaged Property, and that Buyer has agreed to purchase the Mortgage Loans on an "AS IS" basis as set forth in this Agreement. Buyer acknowledges that in acquiring the Mortgage Loans, Buyer is assuming the risk of full or partial loss which is inherent with the credit, collateral and collectability risk associated with the quality and character of the Mortgage Loans. Buyer acknowledges that it has made its decision to purchase the Mortgage Loans based on its independent review and that it is not relying on any representation or warranty, either express or implied, made by Seller, other than as expressly set forth in this Agreement. In entering into this Agreement, Buyer has made such independent investigation as Buyer deems to be warranted into the nature, title, attachment, perfection, priority, validity, enforceability, collectability, and value of the Mortgage Loans, the title, condition and value of any collateral securing the Mortgage Loans, the market conditions

Buyer's Initials: CEP

Seller's Initials: W

and other characteristics of the places where any such collateral is located, and all other facts it deems material to the purchase of the Mortgage Loans. Buyer is entering into this Agreement solely on the basis of that investigation and Buyer's own judgment. Buyer acknowledges that no employee, agent, attorney or representative of Seller was, is or has been authorized to make, and Buyer has not relied upon, any statements other than those specifically contained in this Agreement. Buyer acknowledges that (i) Seller has not made any independent verification or investigation of any of the information, data, assessments, due diligence, advice or documentation contained in the Mortgage Files, (ii) the Mortgage Loans, the Mortgage Loan Documents, and the Mortgage Files may be incomplete, inaccurate or erroneous, in whole or in part, (iii) the liability of certain borrowers and/or guarantors of the Mortgage Loans may have been discharged, settled, compromised and/or released, and (iv) Buyer has taken into account the risks, economic and otherwise, associated with the matters set forth in subparagraphs (i) through (iii) above in making its offer to purchase the Mortgage Loans and the Purchase Price has been adjusted accordingly.

5.2 Waiver of Claims. Seller has not made, whether in this Agreement or otherwise, nor will it make in any closing document, and Buyer acknowledges that it hereby affirmatively waives and shall be forever barred from asserting any claim, proof of claim, demand, complaint, summons, legal, equitable or administrative proceeding of any nature, chose in action, damage, judgment, penalty or fine, or costs or expenses relating to the foregoing (collectively, "Claim") against Seller, its officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns, with respect to, any representation, warranty, promise, covenant, agreement or statement of any nature concerning:

(a) the quality, collectability or enforceability of the Mortgage Loans or any Mortgage Loan Documents or, the accuracy or completeness of the Mortgage Loan Documents or Mortgage Files;

(b) the validity or priority of any security interest in real or personal property collateral securing the Mortgage Loans, the validity of any judgment or levies, attachments or executions made in connection therewith, or the existence of any claim, lien (including but not limited to charging or retaining liens);

(c) any waiver or excuse of, or any defense (at law or in equity) to, or offset against the performance by any Obligor under any Mortgage Loan Documents, or the payment by the Obligor of any Mortgage Loans;

(d) title to or the nature, quality, condition, marketability, habitability, operability, suitability for any particular purpose of, any real property constituting the Mortgaged Property or any part thereof, including, without limitation any matter or thing relating to (i) any latent or patent defects, any hidden or concealed conditions, or any subsoil, groundwater or geological conditions, (ii) the condition, structural integrity, operability, maintenance or repair of any buildings, equipment, furniture, furnishings or improvements, (iii) the presence of any hazardous materials, (iv) the compliance of any real property constituting the Mortgaged Property to, or any violation of, any legal requirement, including without limitation applicable zoning ordinances,

Buyer's Initials:   *Q*  

Seller's Initials:   *W*

environmental laws, building and health codes, and (v) any occupancy, possession or use of any real property constituting the Mortgaged Property by any person:

(e) the accuracy, validity, completeness or sufficiency of any assessment, report or analysis, or any opinion, finding, conclusion, recommendation, statement, fact or data presented therein or otherwise contained in the Mortgage Files; and

(f) any representation, warranty or statement made in or in connection with any of the Mortgage Loan Documents by any Obligor; or the financial condition or creditworthiness of any Obligor; or the performance of or compliance with any of the terms or provisions of any of the Mortgage Loan Documents by any Obligor; or any mistake, error of judgment or omission by Seller or its predecessors-in-interest in connection with the Mortgage Loans or the Mortgage Loan Documents.

## ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Buyer hereby represents, warrants, and covenants, as of the date hereof and also as of the Effective Date and as continuing representations, warranties and covenants that survive execution of this Agreement, as follows:

6.1. Authorization. Buyer is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject, and the undersigned representative is authorized to act on behalf of and bind Buyer to the terms of this Agreement.

6.2. Binding Obligations. This Agreement and all of the obligations of Buyer hereunder are the legal, valid and binding obligations of Buyer, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered a proceeding in equity or at law).

6.3. No Breach or Default. The execution and delivery of this Agreement and the performance of its obligations hereunder by Buyer will not conflict with any provision of any law or regulation to which Buyer is subject or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which it is bound or any order or decree applicable to Buyer.

6.4. Due Diligence. During the due diligence period, Buyer will conduct such due diligence review and analysis of the Mortgage Loan Documents and related information, together with such records as are generally available to the public from local, county, state and federal authorities, record-keeping offices and courts (including, without limitation, any bankruptcy courts in which any Obligor may be subject to any pending bankruptcy proceedings), as Buyer

Buyer's Initials: all

Seller's Initials: ✓

deemed necessary, proper, or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the Mortgage Loans.

6.5. Economic Risk. The transactions contemplated by this Agreement are not intended in any way to constitute the sale of a "security" or "securities" within the meaning of any applicable securities laws, and none of the representations, warranties or agreements of Buyer shall create any inference that the transactions involve any "security" or "securities." Buyer acknowledges, understands and agrees that the acquisition of these Mortgage Loans involve a high degree of risk and is suitable only for buyers of substantial financial means having no need for liquidity and who can hold the Mortgage Loans indefinitely or bear the partial or entire loss of value.

6.6. Enforcement/Legal Actions. Buyer shall not institute any enforcement or legal action or proceeding in the name of Seller or any affiliate thereof, or make reference to any of the foregoing entities in any correspondence to or discussion with any Obligor regarding enforcement or collection of the Mortgage Loans except to identify the origination of the Mortgage Loans. Buyer shall not take any enforcement action against any Obligor which would be commercially unreasonable. Buyer shall not misrepresent, mislead, deceive, or otherwise fail to disclose adequately to any Obligor the identity of Buyer as the owner of the Mortgage Loans. Seller shall have the right to seek the entry of an order by a court competent jurisdiction enjoining any violation hereof.

6.7. Legal Compliance. Buyer holds all licenses required by the relevant jurisdictions to own and service the Mortgage Loans. Buyer shall abide by all applicable legal requirements of federal, state and local governments or agencies in respect to the Mortgage Loans, including but not limited to, the Real Estate Settlement Procedures Act, the Fair Debt Collection Practices Act, the Federal Consumer Credit Protection Act, the Truth In Lending Act and Regulation Z issued thereunder, the Federal Equal Credit Opportunity Act and Regulation B issued thereunder, or any other applicable Federal or State laws or regulations.

6.8. Broker Fees. Buyer is solely responsible to any investment banker, broker or finder it has employed who might be entitled to a fee or commission upon consummation of the transactions contemplated by this Agreement. In the event any such person or entity claims to be entitled to such a fee or commission from Seller, Buyer shall promptly pay any such fee or commission and indemnify Seller pursuant to Section 8.1.

## ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

7.1. Representations and Warranties of Seller. Seller hereby represents and warrants that:

(a) Seller is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject, and the undersigned representative is authorized to act on behalf of and bind Seller to the terms of this Agreement.

Buyer's Initials:



Seller's Initials:





(b) This Agreement and all of the obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles, regardless of whether such enforcement is considered a proceeding in equity or at law.

(c) The execution and delivery of this Agreement and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller.

(d) To the best of Seller's knowledge and based on Seller's records of payments and disbursements with respect to the Mortgage Loans, the outstanding principal balance under each Mortgage Loan set forth in the Mortgage Loan Schedules is true and correct as of the date of this Agreement.

(e) Seller is the legal owner of the Mortgage Loans.

#### ARTICLE VIII INDEMNIFICATION BY BUYER

8.1 Buyer will protect, indemnify and hold harmless Seller and its affiliates and their respective officers, directors, employees, partners, members, shareholders, agents and representatives (the "Indemnities") from and against any and all loss, claim, liability, damage, cost or expense including, without limitation, reasonable fees and disbursements of counsel, incurred by any of the Indemnities based upon (a) any breach by Buyer of any representation, warranty, covenant or agreement contained in this Agreement or in any document delivered in connection herewith; (b) any conduct, action, or inaction of Buyer occurring or arising after the Effective Date and, (c) any conduct, action or inaction of Buyer relating to or resulting from disclosures of Protected Consumer Information or of any of Seller's confidential or proprietary information disclosed by Seller to Buyer in connection herewith. In the event any claim, action, suit or other proceeding is instituted or threatened against Seller based upon any of the foregoing, Buyer shall upon request of Seller assume Seller's defense, in a manner and with counsel reasonably acceptable to Seller, and to directly pay for all losses, judgments, damages, costs or expenses (including reasonable attorney's fees and disbursements) which may be imposed. Without limiting the foregoing, Buyer may not settle any claim, action, suit or proceeding for which it has assumed Seller's defense without the prior written consent of Seller.

#### ARTICLE IX MISCELLANEOUS

9.1. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive for a period of one (1) year after the Effective Date, unless otherwise specified herein.

Buyer's Initials:



Seller's Initials:



9.2. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

9.3. Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun and pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

9.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

9.5. Entire Agreement. This Agreement, along with any addenda, exhibits and schedules hereto, contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein.

9.6. Headings. The headings of the Articles and Sections contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement of any provision hereof.

9.7. Notices. All notices and other communications under this Agreement must be in writing (including a writing delivered by electronic transmission) and are deemed to have been duly given: (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by facsimile or email if followed by a complete and correct copy of the same delivered by first class mail or reputable overnight courier; or (c) on the first following business day, if sent by United States Express Mail or other reputable overnight courier, in each case to the parties at the address set forth on the signatures page(s) hereof or at such other addresses as shall be specified by like notice.

9.8. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas without reference to the choice of law principles thereof.

9.9. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PARTY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS PARAGRAPH AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY

Buyer's Initials:



Seller's Initials:



SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

9.10. Attorney's Fees. If the parties becomes involved in litigation (including bankruptcy proceedings), arbitration or other proceedings arising out of or relating to this Agreement, the court or arbitrator shall award legal expenses (including, without limitation, reasonable attorney's fees and court costs and other legal expenses) to the prevailing party. The award for legal expenses shall not be computed in accordance with any court schedule, but shall fully reimburse all reasonable attorney's fees and other legal expenses paid or incurred in good faith, regardless of the size of the judgment or award.

9.11. Relationship of Parties. The relationship between the parties is solely that of independent buyer and seller. Buyer is not acting as an agent for Seller and shall not represent to third parties that it is so acting. Nothing contained in this Agreement constitutes or shall be construed as the formation of a partnership, joint venture, tenancy-in-common, or any other form of co-ownership between Buyer and Seller or any other person, or the creation of any fiduciary relationship of any kind between Buyer and Seller or any other person.

9.12. Rights Cumulative; Waivers; Time. The rights of the parties under this Agreement are cumulative, and are in addition to each party's rights under any other documents executed between the parties or under law. The rights of the parties hereunder shall not be waived or varied except by an express writing. Any failure to exercise or any delay in exercising such rights shall not preclude any other or further exercise of that or any other right. No act or course of conduct or negotiation on the part of any party shall preclude such party from exercising any such right or constitute a suspension or any variation of any such right. It is agreed that time is of the essence of this Agreement.

9.13. Severability. In the case any provision in the Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall be not affected or impaired thereby.

9.14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives and assigns.

9.15. Confidentiality. This Agreement and its terms, including the Purchase Price, will be kept confidential and will not be disclosed by either party without the written consent of the other, except to the extent such disclosure is (a) required to be made under any court order, law or regulation, (b) required to be made to any tax, building or other regulatory authority, financing provider, agent, auditor or legal or financial advisor of either party, (c) made by either party to its employees, officers, directors, shareholders, financial advisors, consultants, partners, affiliates, lenders and attorneys who need to know such terms for purposes of evaluating the transaction or other proper business purpose.

9.16 Further Assurances: Subsequent Documentation. For a period beginning on the Effective Date and ending on the sixtieth (60th) day thereafter, upon the reasonable request of a party, and at the expense of such party, the other party shall execute and deliver such documents as may be reasonably required in order to better accomplish any provision herein.

Buyer's Initials:



Seller's Initials:



IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed in its name by its duly authorized representative as of the date first written above.

SELLER:

Colonial Fund 17, LP  
By Colonial Capital Management, LLC  
Its General Partner

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

Name: Robert D. Repass  
Its: Manager

BUYER:

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

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

Printed Name: ALBERT WILLIAMS  
Title: MANAGER, PLAN ADMINISTRATOR

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

**EXHIBIT A**  
**MORTGAGE LOAN SCHEDULE**  
**TO ASSIGNMENT AND CONVEYANCE**

Loan Number	Borrower	Street Address	City	State	Zip	UPB	Purchase Price	Last Payment Received	Next Payment Due
51068	Renita Loveless	240 Pimento Drive	Woodbury	GA	30293	\$42,016.64	\$14,875.00	N/A	05/01/2013
48967	Estate of Doreatha Watkins	711 E. Washington Ave	Elmira	NY	14901	\$41,794.64	\$14,625.00	N/A	06/01/2010

**Purchase Price is: \$29,500.00**

Buyer's Initials:

*all*

1

Seller's Initials:

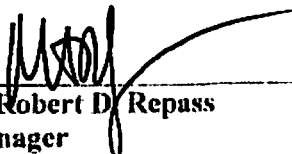
*[Signature]*

**EXHIBIT B**  
**FORM OF**  
**ASSIGNMENT AND CONVEYANCE**

On this 2nd day of October, 2015 ("Seller"), as Seller under that certain Mortgage Loan Sale Agreement, dated as of October 2, 2015 (the "Agreement"), does hereby sell, transfer, assign, set over and convey to PURCHASER with offices at 5 Alexander Drive, Bloomfield, CT 06002 as Buyer under the Agreement, without recourse, representation or warranty of any kind or nature, but subject to the terms of the Agreement, all right, title and interest of Seller in and to the Mortgage Loans listed on the schedule attached hereto as SCHEDULE ONE, together with the related Mortgage Loan Documents (as defined in the Agreement) and all rights and obligations arising thereunder.

**SELLER:**

**Colonial Fund 17, LP**  
**By Colonial Capital Management, LLC**  
**Its General Partner**

By:   
Name: Robert D. Repass  
Its: Manager


**BUYER:**

By: 

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

Printed Name: ALBERT WILLIAMS  
Title: MANAGER PLAN ADMINISTRATOR

Buyer's Initials: \_\_\_\_\_

Seller's Initials: 

**SCHEDULE ONE  
TO ASSIGNMENT AND CONVEYANCE**

Loan Number	Borrower	Street Address	City	State	Zip	UPB	Purchase Price
51068 48967	Renita Loveless Estate of Doreatha Watkins	240 Pimento Drive 711 E. Washington Ave	Woodbury Elmira	GA NY	30293 14901	\$42,016.64 \$41,794.64	\$14,875.00 \$14,625.00

**Total Purchase Price is \$29,500.00**

Buyer's Initials: AM

Seller's Initials: JK



## SERVICE TRANSFER INFORMATION

**1. ASSIGNMENT and ALLONGES to read exactly as follows:**

☒ Check box for "Same as PSA" OR provide the following information:

Buyer Name:

Buyer Address: Click here to enter text.

Click here to enter text.

**2. Who will be SERVICING your loans?**

☐ Check box to "Remain with Click here to enter text." OR provide the following information:

Servicer Name: Peak Loan Servicing

Address: 5900 Canoga Blvd.

Woodland Hills, CA 91367

Contact Name: Scott Sawyer

Email Address:

Phone Number: 877-777-3858 X1008

**3. Provide SHIPPING ADDRESS for Collateral and Assignments (No PO Box please):**

☐ Check box for "Same as PSA" OR provide the following information:

Buyer Name: Peak Loan Servicing

Buyer Address: 5900 Canoga Blvd, Woodland Hills, CA 91367

Buyer's Initials: aal

Seller's Initials: 