

RECEIVABLE PURCHASE & SALE AGREEMENT

MY INVESTOR'S IRA *, whose address is Perkasie *, its successors or assigns, (hereinafter "PURCHASER") hereby agrees to purchase, and Camu Plan * whose address is Blue Bell *(hereinafter "SELLER") the following described Receivable:

RECEIVABLE (Described):

- A. Type of Security Instrument: note * Louis G. Monnig, Jr. and Debra A. Monnig
1. Original Payor on Security Instrument: Mortgage *, together with all persons paying, assuming and/or guaranteeing that obligation.
 2. Original Payee on Security Instrument: MDI Bank, FSB *, together with all successors and assigns thereof.
 3. Original Date of Security Instrument Jan 11, 2006 *
 4. Security Instrument Recording Information (If Security Instrument is unrecorded, attach complete copy as Exhibit "A"; check Line 1 below.)
Complete Copy Attached Hereto as Exhibit A for reference and hereby incorporated herein.
[As a condition to closing this transaction, the ORIGINAL Security Instrument **MUST BE RECORDED**.]
 - a. Recording Date: 1/20/06 *
 - b. Number: B-17030 P-2873/2880
 - c. Book/Volume ↓ * Page: ↓ *
 - d. County: St. Louis *
 - e. State: MO *
 5. Lien Position: 2nd *

- B. Outstanding Balance of Receivable: (attached as Exhibit "A")
Balance of \$46,151.49 * from 4/11/16 *, payable in monthly installments of \$294.04 * with interest at 4.125 %.
Installment is due on 5/2/16 *
Reserve Escrow Payment \$n/a * per month.

CONTINGENCIES:

On or before the closing of this transaction or as otherwise agreed to by the parties, and as a condition to closing the purchase of the Receivable, Seller agrees to execute and deliver all documents necessary to effectuate the intent and purpose of this Agreement.

Document: Mortgages and Deeds of Trust

The Original Promissory Note
All Original Endorsements, if any, of the Promissory Note;
Allonge/Endorsement of Promissory Note to Purchaser
Copy of the recorded Deed of Trust or Mortgage;
An Assignment of the Deed of Trust or Mortgage to Purchaser;
Other Applicable Documents such as modifications, Closing Statements, Original Title Policy, Insurance
OR

FOR CONTRACT FOR DEEDS

The Original Contract For Deed
Allonge if Applicable
All Assignments of Contract for Deed
Assignment of Contract For Deed to Purchaser
Special Warranty Deed to Purchase
Other Applicable Documents such as modifications, Closing Statements, Original Title Policy, Insurance

PURCHASE PRICE: \$10,000 * Payable as follows:

- A. \$10,000 - * to be paid to the third party closing agent or servicer upon closing this transaction and
B. \$42 - * to be paid to #42.00, representing closing fees;

Record Assignment require appraisal

Seller understands that in the event the Outstanding Balance of the Receivable decreases due to a payment made by the Borrower prior to the closing of the transaction referred to herein, the amount paid by Purchaser for the purchase of the

foregoing Receivable may decrease by the full payment amount of the principal reduction prior to closing.

Seller understands and agrees that following the closing of this transaction, underlying encumbrances, if any, may at the Purchaser's option be paid in full or may be paid pursuant to the terms and conditions of said encumbrance.

_____ * (List Encumbrances here)

DEFINITIONS:

As used herein, these terms have the following meanings:

- A. **ADDITIONAL EXPENSES:** Any and all of the reasonable expenses incurred by the Purchaser in connection with this Agreement subsequent to the date the assignment of the Security Instrument is recorded, including without limitation, advances on superior liens and encumbrances, costs, disbursements, title and appraisal fees, attorney fees, taxes, insurance premiums, repairs, maintenance expenses, late charges and real estate commissions together with interest thereon at the rate as specified in the Security Instrument from the date said expense was incurred.
- B. **AMOUNT PURCHASED:** The Net Sum at the Purchaser's rate of 25.03 %, together with interest at the rate set forth in the Receivable together with penalties and late charges provided therein incurred by the Payor and any Additional Expenses incurred by Purchaser.
- C. **DEFAULT:** Failure of the Payor to perform pursuant to the terms and conditions of the Receivable.
- D. **NET SUM:** The principal sum of \$ 10,000 * (Attached Exhibit "B"), the partial balance, received and retained by Purchaser. (Note: Partial Purchase Price, Number of Payments, Payment Amount, & Investor Yield)

ASSIGNMENT:

- A. Seller does hereby assign, transfer, set over and convey to the Purchaser, without recourse as to the financial performance of the mortgagor(s), the right to receive the Amount Purchased and all of Seller's right, title and interest in and to the Receivable together with all of Seller's rights, claims and causes of action which Seller has or may have against the Payor and all of Seller's right, title and interest in and to the property which is described in the Receivable (to be reassigned as provided for herein), and insurance policies and/or any other evidence of insurance (both hazard and title insurance) in Seller's possession in regard to said property.

Assuming that Payor pays all installments due under the Receivable on a timely basis with no prepayments and is not otherwise in Default, and that there are no Additional Expenses, Purchaser shall receive the Amount Purchased in the form of 60 * installments of \$ 244.04 * each, beginning 5/1/16 *.

- B. Only after the Purchaser has received the Amount Purchased shall Seller be entitled to receive the remaining proceeds due under the Receivable.
- C. Seller agrees to execute any and all documents necessary to effectuate the intent and purpose of this Agreement, including without limitation, recordable and non-recordable assignment forms and note endorsements and a recordable Request for Notice. Seller shall deliver possession of any and all original documents (original note, deed of trust, mortgage, land sale contract or other evidence of indebtedness given in connection with the Receivable originally set forth above), to _____ Third Party Closing Agent, Servicer or document custodian on or before closing date of this transaction or as otherwise agreed by the parties in writing. For purposes of this Agreement, the closing date shall be the date when funds have been disbursed pursuant to this Agreement.

REPRESENTATIONS AND WARRANTIES:

The Seller represents and warrants to the best of our knowledge that:

- A. The Receivable is a result of a bonafide sale of or a loan transaction secured by the property described in the Receivable, which was executed by the person or persons whose signature or signatures appear thereon.
- B. Seller is the owner and holder of all of the payee's right, title and interest in and to the Receivable, free and clear of all liens and encumbrances of any kind whatsoever, and no prior transfer, assignment or conveyance, for

security purposes or otherwise, has been made of all or any portion of Seller's interest in the Receivable, except as otherwise disclosed herein.

- C. There is due and owing under the Receivable an amount not less than the Outstanding Balance as stated herein.
- D. No defenses or offsets, or notices thereof, exist to the full and complete payment and performance of the Receivable, and Seller is not selling the Receivable as a result of any notification, information or knowledge of any kind, whatsoever, that the Payor or Payor's heirs, successors and/or assigns are unable or unwilling, for any reason, to make any future payments on the Receivable.
- E. No amendments, modifications, extensions or addendums of any kind, whatsoever, have been made to the Receivable or to the Security Instrument given in connection therewith, except as disclosed herein, and the Receivable is not in default to the best of Seller's knowledge. If any amendments, modifications, extensions or addendums have been made to the Receivable, true and correct copies have been made available to Purchase in the due diligence file and are hereto attached hereto and incorporated herein by this reference.
- F. If the Seller is a corporation, the execution of this Agreement and the performance of all the Seller's obligations hereunder, have been specifically authorized by said corporation's board of directors and/or all shareholders. If the Seller is an LLC, Trust or partnership, the execution of this Agreement and the performance of all the Seller's obligations hereunder, have been specifically authorized by said entity's Manager(s), Trustee(s), General Partner(s) and/or all members or beneficiaries or limited partners.
- G. No action or proceeding has been instituted or is threatened to restrain, prohibit, declare invalid or seek other relief with respect to the Receivable or the transactions contemplated in this Agreement.
- H. To the best of the Seller's knowledge, the real property described in the Receivable has no asbestos used as a building material, and said real property has not been used in the past and is not presently used for asbestos storage. The real property has not been condemned or used in the past and is not presently used for petroleum products, hazardous, manufacturing or growth of an illegal substance and/or toxic waste storage.
- I. The real estate, accurately described in the Security Instrument, has legal and actual access, and no portion thereof has been released from the lien of the Security Instrument, except as disclosed of record.
- J. The representations and warranties set forth herein shall be continuing, and any waiver of such shall not constitute a waiver of any subsequent breach of said representations or warranties. No waiver thereof shall be implied from any forbearance, failure or delay and enforcement thereof. The liability of Seller in respect to any waiver or breach herein shall not be affected by the granting of extensions or the adjustment or compromise of claims by Purchaser.

Purchaser hereby represents, warrants, and covenants as of the Closing Date and as continuing representations, warranties and covenants that survive execution of this Agreement as follows:

- A. **Authorization.** Purchaser is duly and legally authorized to enter into this Agreement and has complied with any and all laws, rules, regulations, charter provisions, bylaws and operating agreements to which it may be subject and that the undersigned representative is authorized to act on behalf of and bind Purchaser to the terms of this Agreement.
- B. **Binding Obligations.** Assuming due authorization, execution and delivery by each party hereto, this Agreement and all of the obligations of Purchaser hereunder are the legal, valid and binding obligations of Purchaser, 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 in a proceeding in equity or at law).
- C. **Opportunity to Review** Purchaser has carefully reviewed, analyzed and considered the agreement. Purchaser has obtained, or has had the opportunity to obtain, competent counsel from Purchaser's own legal, tax, accounting, financial and other advisers.

- D. **No Breach or Default.** The execution and delivery of this Agreement and the performance of its obligations hereunder by Purchaser will not conflict with any provision of any law or regulation to which Purchaser 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 Purchaser is a party or by which it is bound or any order or decree applicable to Purchaser.
- E. **Due Diligence.** Purchaser has been urged, invited and directed to conduct such due diligence review and analysis of the Mortgage Loans documents files, 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(s), guarantor or surety, if any, may be subject to any pending bankruptcy proceedings), as Purchaser deems necessary, proper, or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the Mortgage Loans.
- F. **No Sale of Securities.** 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 Purchaser shall create any inference that the transactions involve any "security" or "securities."
- G. **Enforcement/Legal Actions.** Purchaser agrees and represents that Purchaser shall not institute any enforcement or legal action or proceeding in the name of Seller, or any subsidiary thereof, or make reference to any of the foregoing entities in any correspondence to or discussion with any particular Obligor regarding enforcement or collection of the Mortgage Loans except to identify the origination of the Mortgage Loans. Purchaser also warrants and covenants not to take any enforcement action against any Obligor that would be commercially unreasonable or create any liability for Seller. Purchaser shall not misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any particular Obligor or guarantor the identity of Purchaser as the owner of the Mortgage Loans. Seller shall have the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation hereof.
- H. **Compliance.** Purchaser agrees to 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 ("Truth-In-Lending") and Regulation Z issued thereunder, the Federal Equal Credit Opportunity Act and Regulation B issued thereunder, and any other applicable Federal law or regulation or any applicable State law or regulation.
- I. **Risk Factors.** Purchaser acknowledges, understands and agrees that the acquisition of the Mortgage Loans involves a high degree of risk and is suitable only for persons or entities of sophistication and substantial financial means that have no need for liquidity and who can hold the Mortgage Loans indefinitely and/or bear the partial or entire loss of value. Purchaser represents and warrants that it has read and understood the following specific risks (which list is not exclusive or exhaustive) associated with the purchase of the Mortgage Loans subject to this Agreement, and that it has been given the opportunity to ask questions or make inquiries with respect to the same:
1. **Illiquid Financial Instrument.** There is no publicly-traded market for the Mortgage Loans. The Mortgage Loans are not convertible into cash or any cash equivalent and there is no ascertainable or readily-accessible exchange for their purchase and sale. Accordingly, there may be no manner to recoup your investment in the Mortgage Loans or to mitigate the risk of loss after you purchase them.
 2. **No Guaranty of Payment or Performance by Underlying Debtor.** The value of the Mortgage Loans depends on the willingness of the underlying borrower to make payment. There is no guarantee that the borrower will honor his/her obligations under the Mortgage Loans. If the borrower fails to make payment under the Mortgage Loans, this may cause the value of the Mortgage Loans to decline and/or eliminate any value in the Mortgage Loans.
 3. **Collateral is of Speculative Value.** At origination, the Mortgage Loans were secured by a first mortgage in borrower-owned real estate. However, the value of the property is uncertain. Insufficient value in the underlying real property may negatively affect the value of the Mortgage Loans, including eliminating any

value in the Mortgage Loans.

4. **Foreclosure is a Lengthy, Expensive Process with No Guarantees as to Outcome.** In the event that a borrower does not perform under a Mortgage Loan, the Mortgage Loan owner may be able to initiate foreclosure proceedings. However, foreclosure is a lengthy, expensive process that varies by state and requires significant transactional expense, including attorneys' fees. There is no guarantee that initiating foreclosure will result in any value to the Mortgage Loan holder. Certainly, electing foreclosure as a remedy may negatively affect the value of the Mortgage Loans, including eliminating any value in the Mortgage Loans.
5. **Macroeconomic Risk.** The value of the Mortgage Loans may be significantly affected by factors outside the control of the Mortgage Loan holder or the borrower. Trends in the macro-economy, including financial, legal, and regulatory, may negatively and materially impact the value of the Mortgage Loans and the remedies available to the Mortgage Loan holder in securing rights against the borrower and/or the underlying collateral.
6. **Risk of Total Loss.** The presence of the foregoing risk factors, which are not intended to be exhaustive in addressing the risks inherent in an investment in the Mortgage Loans, means that the Mortgage Loans you are purchasing may ultimately have no value whatsoever. Accordingly, you must consider the possibility in making this investment that the value of your financial investment may ultimately be zero or, indeed, that purchasing the Mortgage Loans may actually result in losses beyond the amount of your original investment

ADMINISTRATION OF RECEIVABLE:

- A. Servicing: Purchaser agrees to have loan receivable during the period of assignment to Purchaser serviced with FCSI Lender Services * (licensed servicer), only, and to exert reasonable collection efforts to insure that the Payor makes timely payments due under the Receivable. Purchaser shall have the exclusive discretion to prosecute the enforcement of the Receivable and/or to otherwise realize on the property securing the same. Originals cannot be released by Servicer or Document Custodian at any time without prior written consent of the both parties. Purchaser and Seller will receive notice of any and all delinquency, tax default and/or foreclosure proceedings. Servicing may not be moved to another company without prior written consent of Seller. Purchaser and Seller will receive notice of any and all delinquency, tax default and/or foreclosure proceedings.
- B. Prepayments: In the event of a total prepayment of the Receivable, Purchaser shall be entitled to receive the unpaid balance of the Amount Purchased. The remainder shall be paid to the Seller.
- Escrow and/or Servicing agent shall accept any partial prepayments and shall deliver such partial prepayments to Purchaser, who shall apply them to the amount purchased or partial entitlement which will then be Re-Amortized at the Investor's yield.
- C. Right to encumber or reassign: Purchaser agrees not to encumber, pledge, hypothecate or assign the Note and Mortgage during the period it administers same.

SELLER'S OPTION TO REPURCHASE:

- A. **DEFAULT:**
1. **OPTION TO PURCHASE PRIOR TO REPOSSESSION:**
In the event of a Default on the Receivable, other than set forth above, which continues for a period of sixty (60) days, Purchaser at his own expense may proceed with foreclosure, accept a Deed in Lieu of Foreclosure or initiate legal proceedings against the Payor to collect the amounts owing pursuant to the Receivable. Seller upon 15 days written notice of such Default issued by Purchaser, shall have the option to repurchase the Receivable by paying to Purchaser, the remaining balance of the Amount Purchased then due Purchaser.
- Seller acknowledges that the Seller has no right or obligation to assume the payment of the Receivable transferred pursuant to this Agreement. Seller agrees that Purchaser's acceptance of**

any monthly installments from the Seller will be at Purchaser's sole option and for the sole purpose of accommodating Seller's need for time to arrange financing of Seller's repurchase of Purchaser's interest in the Receivable. Purchaser reserves the right to refuse to accept any installment tendered by Seller without notice to Seller whether or not Purchaser has previously accepted one or more installments from Seller.

2. **OPTION TO REPURCHASE AFTER REPOSSESSION:**

In the event that the Purchaser completes a foreclosure or otherwise obtains title to the property described in the Receivable, Purchaser agrees to give Seller written notice that the property has been repossessed. At the time of repossession, Seller shall have the option to purchase the property from Purchaser within sixty (60) days of Purchaser's notice to Seller of the repossession of the property by paying to Purchaser the remaining balance of the Amount Purchased then due Purchaser.

The proceeds of any subsequent resale of the property shall be allocated as follows:

- i. To the Purchaser, all additional expenses incurred by Purchaser, in acquiring, maintaining and reselling the property;
- ii. To the repayment to Purchaser of Purchaser's balance of the Amount Purchased hereunder;
- ii. The remainder, if any, shall be paid to Seller. Seller understands that the property might not sell for a sufficient price to make Seller whole.

REQUEST FOR NOTICE:

To provide the Seller with additional notice in the event of a subsequent default on Receivable, Seller shall execute a Request for Notice which Purchaser shall cause to be recorded concurrently with the Assignment referred to herein.

TERMINATION OF AGREEMENT:

- A. This Agreement shall terminate at such time as Purchaser has received the total Amount Purchased. Thirty (30) days prior to unamortized balance being collected by Purchaser, Purchaser shall assign to Seller all then remaining right, title and interest in the Receivable and shall execute such documents and instruments as may be necessary to effect such assignment and terminate Purchaser's interest as a matter of record. Upon said assignment, all liability of the Purchaser in regard to the Receivable or in regard to any obligations owed the Seller shall cease.
- B. Notwithstanding any other term or provision in this Agreement, the Seller may terminate this agreement at any time by paying to the Purchase the amount then owed on the unpaid partial balance of the Amount Purchased then due Purchaser as of the date of said repurchase.

SELLER DISCLOSURE AND ACKNOWLEDGMENT:

- A. Seller acknowledges that Seller has had an adequate time to read and understand this Agreement and has done so, and that no oral representations or agreements have been made by the Seller.
- B. Seller further acknowledges that Seller's right to any retained installments due under the Receivable are subject to the terms of this Agreement, and that this is not a loan or loan-type transaction.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, representatives and assigns of the parties hereto.
- D. In the event any term or provision of this Agreement is found to be unenforceable or unlawful for any reason, the remainder shall be carried into effect as though the unenforceable portion was stricken here from.
- E. This Agreement shall be deemed to be made and performed in the State of _____ * and shall be governed by and construed in accordance with the laws of that State.

Settlement:

Neither Seller nor Purchaser shall settle any claims, or satisfy the balance due on the defaulted Note and Mortgage, unless either the unpaid balance due and owing is received or the other party has consented in writing to such settlement or satisfaction; provided, however, the Purchaser shall have the right at all times to accept a Deed in Lieu of Foreclosure.

NOTICES:

All notices which may be required under this Agreement shall be delivered personally or mailed first class certified, return receipt requested, with postage prepaid, to the last address given in writing by one party to the other, and shall be deemed given when delivered personally or, if mailed, on the date of the deposit thereof in the United States mail.

DISCLAIMER:

The parties hereto acknowledge that the Purchaser is NOT an agent of the Seller; nor does the Purchaser have any fiduciary obligation to the Seller. The Purchaser is acting as an independent investor and/or dealer in this transaction, with the expectation of profit; the Seller disclaims any representative relationship and disclaims any interest in the Purchaser's profit.

MERGER:

This Agreement and all Addendums hereto, if any, represent the entire agreement of the parties and supersedes and replaces all prior understandings and/or agreements, whether written or oral. Any amendments hereto shall be in a writing and executed by both parties. The terms, provisions, representations and warranties contained herein shall not merge in, but shall survive, the closing of the transaction.

Dated: _____

SELLER:

By: _____
It's:

PURCHASER:

By:
It's

What is a Partial
No. Sale

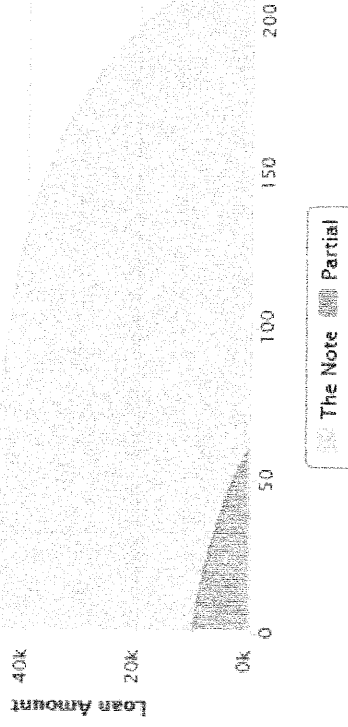
Select Solve: Rate

PARTIAL PURCHASES

Total Income (\$):	\$17,642.49
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ROI (%)ExportExport

Entire Notes vs Partial Price



The Note

There are three main factors needed to create a Partial Loan (Balance, Term, Rate). (1) How much does the Secondary Investor want to invest (Balance of Note Bought)? (2) How long do they want to have their money invested (Term of Investment)? (3) What rate of return (Rate) are they looking for on this investment?

A critical success factor when creating a Partial Note Sale is to be sure you have a seasoned, well performing note. If not, many serious problems may arise

18	10/02/2017	\$173.19	\$120.79	\$8,163.80
19	11/02/2017	\$170.67	\$123.31	\$8,042.49
20	12/02/2017	\$168.09	\$125.89	\$7,916.60
21	01/02/2018	\$165.46	\$128.52	\$7,788.08
22	02/02/2018	\$162.77	\$131.21	\$7,656.87
23	03/02/2018	\$160.03	\$133.95	\$7,522.92
24	04/02/2018	\$157.23	\$136.75	\$7,386.17
25	05/02/2018	\$154.37	\$139.61	\$7,246.56
26	06/02/2018	\$151.45	\$142.53	\$7,104.03
27	07/02/2018	\$148.47	\$145.51	\$6,958.52
28	08/02/2018	\$145.43	\$148.55	\$6,809.97
29	09/02/2018	\$142.33	\$151.65	\$6,658.32
30	10/02/2018	\$139.16	\$154.82	\$6,503.50
31	11/02/2018	\$135.92	\$158.06	\$6,345.44
32	12/02/2018	\$132.62	\$161.36	\$6,184.08
33	01/02/2019	\$129.25	\$164.73	\$6,019.35
34	02/02/2019	\$125.80	\$168.18	\$5,851.17
35	03/02/2019	\$122.29	\$171.69	\$5,679.48

35	03/02/2019	\$122.29	\$171.69	\$5,679.48
36	04/02/2019	\$118.70	\$175.28	\$5,504.20
37	05/02/2019	\$115.04	\$178.94	\$5,325.26
38	06/02/2019	\$111.30	\$182.68	\$5,142.58
39	07/02/2019	\$107.48	\$186.50	\$4,956.08
40	08/02/2019	\$103.58	\$190.40	\$4,765.68
41	09/02/2019	\$99.60	\$194.38	\$4,571.30
42	10/02/2019	\$95.54	\$198.44	\$4,372.86
43	11/02/2019	\$91.39	\$202.59	\$4,170.27
44	12/02/2019	\$87.16	\$206.82	\$3,963.45
45	01/02/2020	\$82.84	\$211.14	\$3,752.31
46	02/02/2020	\$78.42	\$215.56	\$3,536.75
47	03/02/2020	\$73.92	\$220.06	\$3,316.69
48	04/02/2020	\$69.32	\$224.66	\$3,092.03
49	05/02/2020	\$64.62	\$229.36	\$2,862.67
50	06/02/2020	\$59.83	\$234.15	\$2,628.52
51	07/02/2020	\$54.94	\$239.04	\$2,389.48
52	08/02/2020	\$49.94	\$244.04	\$2,145.44

52	08/02/2020	\$49.94	\$244.04	\$2,145.44
53	09/02/2020	\$44.84	\$249.14	\$1,896.30
54	10/02/2020	\$39.63	\$254.35	\$1,641.95
55	11/02/2020	\$34.32	\$259.66	\$1,382.29
56	12/02/2020	\$28.89	\$265.09	\$1,117.20
57	01/02/2021	\$23.35	\$270.63	\$846.57
58	02/02/2021	\$17.69	\$276.29	\$570.28
59	03/02/2021	\$11.92	\$282.06	\$288.22
60	04/02/2021	\$6.02	\$287.96	\$0.26