

AGREEMENT TO SELL REAL ESTATE and PURCHASE OF INSTALLMENT SALE LAND
CONTRACT MORTGAGE NOTE(S) (Updated for May 2012)

This Contract of Sale is made on the _____ day of _____, 201_.

BETWEEN Original Resources Inc, Seller and _____ Investor.

It is agreed that the Seller shall sell and the Investor shall buy the following described note secured by a real estate property UPON THE TERMS AND CONDITIONS HEREINAFTER SETFORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSACTIONS set forth within this contract. Any reference to Original Resources, Inc. herein shall include its affiliates and/or associates.

1. LEGAL DESCRIPTION of real estate:

Investor may select any Note on any property from the list offered by Seller. Such Note shall be secured by a property deed and the full address shall be spelled out in this agreement. Seller makes no warrantee or guarantee as to past, present or future property value increase or decrease whether through broker price opinion or formal appraisal. The sale of each LC Note is made as is and offered at a discounted purchase price as stated below.

Each Land Contract Note shall be assigned to Investor based on the financing terms:

Payments the LC Notes will begin in approx. 45 days

Samples:

A Land Contract Note secured against a real property with:

\$60,000 Face value

8% interest for 30-year term (360 months)

Monthly P&I = \$440.30/mo (\$5,283/yr.)

Remaining 360

Total payments: \$158,508

If sold at 12% interest: The Discount price shall be: **\$42,805**

If sold at 11% interest: The Discount price shall be: **\$46,234**

If sold at 10% interest: The Discount price shall be: **\$50,172**

If sold at 9% interest: The Discount price shall be: **\$54,721**

Address(s) of LC Notes/deed(s) purchased:

_Discount prices vary for LC Notes depending on interest rate desired by Investor and no other variances in illustration above

- Notes may be new, modified and/or seasoned.
- Almost all End Buyers pay Tax and insurance monthly with the principal and interest payment (PITI)
- Almost all End Buyers have low credit score
- Original face value of each Note is based on agreed sale price between Original Resources and End Buyer(s)
- Investor shall be responsible for taxes impounded year to date and the discounted purchase price reflects such credit.
- Recording price of Note/Deed could be reduced for privacy

- 2. PURCHASE PRICE _____

Number of LC Notes: _____

Deed Preparation transfer and recordation Fee: \$450.00 ea. _____

Due at closing by Investor: \$ _____

Funds Received on _____

First payment shall be made within/on _____

Payment amount selected: \$ _____

Total payments purchased _____

3. RESTRICTIONS, EASEMENTS, LIMITATIONS: Investor may take title to the real estate securing the LC Note subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) All taxes owed, and any other liens or encumbrances of record paid by Seller e) property sold to End Buyer based on the payment amount(s) selected for a 30 year amortization or as otherwise indicated.

4. PLACE OF CLOSING: Closing shall be held at the office of the Seller or Seller's representative or at any other location agreed upon by the parties.

5. DOCUMENTS FOR CLOSING: Seller shall receive a Deed from its inventory servicers at which time Seller or Seller's representative shall prepare a Deed for transfer to Investor.

6. OTHER AGREEMENTS: No agreements or representations, unless incorporated herein, shall be binding upon any of the parties. This contract sets forth the full and complete understanding of the parties hereto. No guarantee, amendment, modification or supplement to this Contract shall be binding unless memorialized in writing and duly executed and delivered by each of the parties hereto to the other party. Nothing herein shall be construed as constituting a partnership or joint venture between Investor and Seller.

7. CLOSING DATE: This contract shall be closed on date funds have cleared Seller's bank account. The appropriate form of deed shall be delivered within sixty days (60) of contract closing or less unless there are requests for delays or some extenuating circumstances. Deed shall be sent for recording as previously agreed at Investor's own expense. If Seller shall handle the recording of the Deed, Investor shall pay Seller the associated fees and expenses.

8. PROPERTY CONDITION: (A) Investor acknowledges and agrees that Seller has not made and hereby specifically disclaims any warranty, guarantee, or representation, oral or written, past, present, or future, of, as to, or concerning the property in general and more specifically the land Contract note and (i) the nature, square footage, condition, value, or quality of the geology, and the suitability thereof and the property for any and all activities and uses which Investor may elect to conduct thereon, (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the property, (iii) except for any warranties contained in the deed, the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise (iv) the compliance of the property or its operation with any laws, rules, ordinances, or regulations of any government or other body, and, (v) the income to be derived from the property, investor hereby expressly acknowledges and agrees that Investor understands that the property is a foreclosed property that is sold "as is where is" and "with all faults" even to the next End Buyer who will in the future or have already in the past inspected and examined the property to the extent deemed necessary in order to purchase it as is and to enable all End Buyer to evaluate the purchase of the property and or its associated Land Contract Note. Investor hereby further acknowledges and agrees that Investor is relying solely upon its own decision and not making this purchase on the basis of any additional information provided or to be provided by Seller. Seller makes no warranty of representation expressed or implied, or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose except otherwise specified herein. It is further agreed that Seller has not warranted, or does not hereby warrant the property or any improvements located thereon now or in the future will meet or comply with the requirements of any safety code or regulation of the state, city, or county in which the property is located, or any other authority or jurisdiction.

B) If the property was built prior to 1978, Seller discloses to all Land Contract End Buyers and Investors that the property may contain lead-based paint or other sources of lead. Exposure to lead-based paint or other sources may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage,

including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman.

Investor agrees that it is purchasing the property "as-is" without any representations or warranties whatsoever as to the condition of the property. Investor further agrees that the Seller has no responsibility or liability for, and Investor hereby unconditionally releases seller from, any and all liability, known and unknown, present or future, that is based upon or related to, the existence of lead or lead-based paint on or about the property. Investor acknowledges that it has been informed by Seller of possible health hazards posed by exposure to lead from lead based paint or other sources on or about the property. Investor further acknowledges that Investor has waived the opportunity to conduct a risk assessment for the presence of lead-based paint hazards on the property.

9. ENVIRONMENTAL MATTERS: Seller makes no warranty or representation to Investor that Seller or any other owner, tenant, or occupant of the Property ever caused or permitted to exist, as a result of any intentional or unintentional action or omission, a releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any toxic material or hazardous substance or waste on the Property.

10. INDEMNIFICATION: Investor agrees to indemnify and hold harmless Seller and its agents from and against any and all losses, claims, demands, liabilities, costs, damages and expenses (including attorney's fees and costs) that Seller may incur arising from the Investor's actions or failure to act on, respond to or comply with any local, state or federal law, rule or ordinance affecting the Property including, but not limited to, building code requirements, delinquent taxes, nuisance claims or abatements thereof, condemnation proceedings, lien enforcement actions, and the like. Further, Investor acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that this indemnity shall also apply in such instances.

11. SPECIAL CLAUSES: Investor considers itself a knowledgeable and sophisticated institutional investor having such knowledge of financial and business matters and is capable of evaluating the merits and risks of investment and specifically acknowledges that this is not a consumer transaction but is for investment and business purposes.

Accepted by Investor:

X



Investor Signature:



(Print Name)

Accepted by Investor:

X



Seller Signature: as President of ORI

Original Resources Inc. / Cherif Medawar



(Print Name)

CherifMedawar@yahoo.com

[Redacted]
(E-mail Address)

(E-mail Address)

[Redacted]
(Phone Number)

(408) 858-5748
(Phone Number)

[Redacted]
(Street Address) *

4848 San Felipe Rd
(Street Address) *

[Redacted]
(City, State, Zip) *

San Jose, CA. 95135
(City, State, and Zip) *

*Legal Address to receive contract (No P.O. Box)

Cherif Medawar, President
Original Resources, Inc.
cherifmedawar@yahoo.com
www.MedawarInvestments.com

Investor wishes to take Title as (vesting name): [Redacted]

Addendum to Sales Agreement

Each Installment Sale Land Contract Note (LC Note) is secured against a real property.

No verbal offers, guarantees, or warranties have been made or promised beyond what is in writing in this sales agreement.

By making this purchase Investor agrees to follow the steps outlined herein:

- 1) Each LC Note purchased shall arrive in the mail in a packet with the following information:
 - A) The property representing the collateral for the LC Note
 - B) The End Buyer confidential personal and financial data.
 - C) The LC Note with the terms Investor has selected.
 - D) The form for the mortgage note servicing company.
 - E) The insurance company information and website.
- 2) Investor shall fill out the form for the mortgage note servicing company indicating its bank account so they can deposit the payments directly into it. Investor shall mail or fax the form directly to the note service company with a copy of the land contract note and a copy of the assignment from the Seller. The note service company shall then receive and deposit each payment (Principal and Interest) into Investor’s bank account along with the property taxes and insurance (Usually all paid monthly by the End Buyer unless otherwise specified in the LC Note).

- 3) Investor shall also fill out the insurance form on the insurance company's website to get dwelling (property) coverage and personal liability coverage (if and when Investor is retaining Deed in its name for a length of time). In Investor's packet there will be the name and phone number of the insurance broker who can assist in setting up the insurance, which must occur the day investor receives the packet.
- 4) Investor should then receive the principal, interest, tax and insurance (PITI) payments on a monthly basis deposited into its designated bank account all handled through the national note servicing company. No guarantees or warranties are made regarding the End Buyer/borrower's reliability in performing. Investor shall pay the insurance company and property tax from the monthly impounds collected for that purpose from the End Buyer. Investor keeps the principal and interest income.
- 5) Investor agrees that he/she has not been induced to enter into this agreement and will take vesting in its own name or in an entity name and it may seek the advice of a professional.
- 6) Investor must review LC Note and hold on to the Deed for 24 months or till Note is paid off as stated in the LC Note. This entices End Buyer to make satisfactory payments and improves its credit.
- 7) On the 25th month or as indicated in the LC Note; Investor shall call any title company and give them a copy of the LC Note to record it as a first lien (mortgage note) against the property and the title company shall give the Investor the "Quit Claim" form to sign and notarize. The title company can then transfer ownership of the property to the End Buyer. The property will have the Investor as the first lien holder (similar to a bank loan) and will get paid off first if End Buyer refinances or sells the property. Once LC Note is turned into a first lien Investor can drop the liability insurance coverage and just keep dwelling coverage (Fire insurance on property only since it is the collateral to the mortgage Note).
- 8) It is the Investor's responsibility to follow up with End Buyer and conduct its Notes business professionally. This is an investment and it has its own risk and liability that the Investor must be aware of by consulting a professional if needed. There are many on line, local companies that can also assist from basic servicing, to collecting, modifying, evicting, prepping and reselling the property to create a new LC Note or reselling it all cash through local realtor or for sale by owner. www.Medawarinvestments.com/investor has some tools and resources for Investors as samples to guide them in this endeavor.

Accepted by Investor:

X

Investor Signature:

(Print Name)

Accepted by Seller:

X

Seller Signature: as President of ORI

Original Resources Inc. / Cherif Medawar

(Print Name)

CherifMedawar@yahoo.com

(E-mail Address)

(E-mail Address)

(408) 858-5748

(Phone Number)

(Phone Number)

4848 San Felipe Rd

(Street Address) *

(Street Address) *

San Jose, CA. 95135

(City, State, Zip) *

(City, State, and Zip) *

*Legal Address to receive contract (No P.O. Box)

Cherif Medawar, President
Original Resources, Inc.
cherifmedawar@yahoo.com
www.MedawarInvestments.com

Please scan and email the contract to: CherifMedawar@yahoo.com

Or Fax contract to: 1-888- 587-6622

Payment through bank deposit or wire into

Wells Fargo Bank:

Wiring instructions:

Wells Fargo Bank N.A.

San Francisco, CA.

Routing number: 121000248

Account number: 53536-77XXX

Beneficiary: Original Resources, Inc.

Please email: CherifMedawar@yahoo.com to confirm deposit or wire was received

Amount to be deposited: _____

If international wire: Swift code: WSBIUS6S

Investor agrees to give a written and/or electronic (Video) success story if requested to do so by the Seller. The success story must be truthful and factual and given after Investor has received the LC Note and only if the experience and returns are satisfactory to the investor.

There is a 7-day 100% satisfaction guaranteed. If for any reason the Investor changes his/her mind a full refund of the purchase price of the Note/property (minus any expenses paid such as payments made to Investor and Title preparation fee) shall be issued back to Investor and no further obligation or performance shall be expected by either party.

Original Resources, Inc reserves the right to cancel any transaction and return funds to any Investor at net cost (what was paid to purchase notes minus expenses such as what was received in payments) up to and until Deeds are transferred and recorded into Investor's name.

Initials:
Investor Seller _____