

EXHIBIT 1

CAPITAL ASSET RECOVERY

HOME

Why We Exist:

Capital Asset Recovery was created to meet the increasing need of those who primarily lost their property to a forced sale of real property, or foreclosure, from underlying mortgage companies, taxing authorities and agencies. As we grew, we discovered that government agencies throughout the county collectively held approximately \$38 billion of unclaimed assets. They make little to no effort contacting the rightful owners, as they have conflicting interest (see below, "Why You Don't Know You Have Unclaimed Funds"). Our efforts bridge the conflict of interest gap between the government agency holding your money and transferring funds you as quickly as possible.

In addition to unclaimed money resulting from the forced sale of real property, that is, a foreclosure action, unclaimed money can also come from other sources, such as aged bank accounts, mutual funds, stocks, bonds, dividends, insurance claims, inheritance, un-cashed checks, wages, trust funds, utility deposits, escrow accounts, lost heirs, pension funds, proceeds from lawsuits, etc. Among proceeds resulting from the forced sale of a property, the collective amount of unclaimed money sums to billions of dollars, around \$38 billion was recently-reported.

Why You Don't Know You Have Unclaimed Funds:

Of those prospective claimants we contact, substantial amounts of money is owed to them. Most claimants do not know they have unclaimed funds and the government or related agencies have no incentive to inform them. Why? Your money is subject to process called escheatment. In this case, the government deems the asset abandoned and forfeited if the claimant doesn't submit a claim within a prescribed period of time. Time is of the essence when claiming your money. Further, the agency holding your money is allowed to interpret the poorly written escheatment laws, neglectfully contacting the claimant, thus the claim is lost due to an inability to meet the stringent demands necessary to recover the asset. In some cases all they have to do is send you a letter and if it's returned, they've fulfilled their "minimum legal requirement." As a result billions of dollars are lost to government agencies as the money has been deemed permanently abandoned and forfeited. Ask yourself, does this seem fair?

What Capital Asset Recovery Will Do For You:

Capital Asset Recovery is familiar with the legalities and obstacles of recovering unclaimed assets and employs proven strategies to get money in your hands as quickly as possible. We are 99% confident we can get your money refunded to you. Because of this we are

willing to pay for all expenses and fees including but not limited to, title report fees, currier fees, filing fees, liens and any other costs related to the recovery process. Moreover, if we do not get you a refund, you do not pay us a time for anything. Our process does not require you to leave your house. We will bring the paperwork to you to get things started and we will keep you informed every step of the way. To get started call Bryan at (858) 731-6166.

Capital Asset Recovery, LLC

Telephone: (858) 731-6166

E-Fax: (512) 519-8092

E-Mail: Bryan_Jensen@ymail.com (<mailto:EthanEaton@ymail.com>)

www.CapAssetRecovery.com

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CAPITAL ASSET RECOVERY

WHAT'S THE PROCESS?

After our research department identifies any funds owed to you, we will make an effort to contact you, either from a phone call, mailing, e-mail, personal visit or a combination thereof. Once you grant us the ability to work on your behalf to recover these funds, the following steps will occur:

Step 1: We will set an appointment to meet with you. A couple of documents will need to be notarized. We have access to mobile notaries that will be present at the meeting. We will make a copy of all documentation for your records. This step takes 10-30 minutes depending upon the nature of your claim.

Step 2: After completing the paperwork our representative will submit the documents to our claims department and we will identify the agency holding the funds, the amount and if there are any other lien holders making a claim against your money. We will keep you informed every step of the way.

Step 3: After the claim is submitted and approved, we will immediately issue a check to you. Typically claims are approved in just weeks (approx. 3 weeks) after the necessary documentation has been submitted and approved.

NOTE: Since we are 99% confident you are owed money, we pay for all expenses including but not limited to, title report fees, courier fees, filing fees, liens and any other costs related to the process. Moreover, if we do not get you a refund, you do not pay us a dime for anything. **Our services is risk free.**

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FREQUENTLY ASKED QUESTIONS

FAQ

Q: Why wasn't I notified by the agency holding my money?

A: There is a conflict of interest in many jurisdictions in which the agency holding your money will eventually keep it. They make little or minimal effort in notifying you. In some cases all they have to do is send you a letter and if it's returned, they've fulfilled their "minimum legal requirement." Then they wait until the statute of limitation has expired and consider your claim and money to be abandoned and forfeited. Then your money becomes their money or legally property the government or the agency responsible for holding your money.

Q: How experienced or successful has Capital Asset Recovery been with asset claims?

A: Capital Asset Recovery has years of experience in real estate, finance, accounting and has a good rapport with large government, financial and lending institutions. Consult our "References" page for a synopsis of our success.

Q: How much is my refund going to be and who is holding the money?

A: Most of the time our research is initially limited and all that is provided is a name and address. To determine exactly where the money is and what it is for we need necessary documentation signed by you to open the book and discover exactly how much money is affiliated with the claim. Once we know, we will immediately inform you of all facts and figures.

Q: Where did this money come from?

A: We mainly focus on money derived from a forced sale of a property, specifically a foreclosure sale. In addition to unclaimed money resulting from the forced sale of real property, unclaimed money can also come from other sources, such as aged bank accounts, mutual funds, stocks, bonds, dividends, insurance claims, inheritance, un-cashed checks, wages, trust funds, utility deposits, escrow accounts, lost heirs, pension funds, proceeds from lawsuits, etc. Among proceeds resulting from the forced sale of a property, the collective amount of unclaimed money sums to billions of dollars, around \$38 Billion was recently reported.

Q: How did you find this money?

A: Our company monitors both public, private, government or government related agencies to locate unclaimed assets belonging to everyday private citizens like yourself.

Q: How did you find me?

A: In addition to locating the unclaimed assets, our research department also implements extensive methods to locate the rightful owners, typically through local county assessor's office, public files recorded at the county clerk's office and more broadly with the U.S. Postal Service, etc.

Q: How quickly will I receive the money?

A: After the claim is submitted and approved, we will immediately issue a check in your name. Typically claims are approved just weeks, (2-4 weeks) after the necessary documentation has been submitted, received and approved.

Q: Is this legal?

A: Yes!, you have every right to claim money that is being held by the private, government or government related agency that is owed to you. You have the right to hire an intermediary like Capital Asset Recovery, to claim money for you. This is your money and you deserve it. If we do not recover a refund you do not owe us a dime.

Q: Is this a scam?

A: No, we will never ask you for any money out of pocket for anything. We pay for all expenses and fees including but not limited to, title report fees, courier fees, filing fees, liens and any other costs related to the recovery process. Moreover, if we do not get you a refund, you do not pay us a dime for anything.

Q: Why should I use your company?

A: We specialize in locating and processing unclaimed funds. We have this process streamlined. The first step to claiming the money is finding it. Most claims are difficult to find as they cannot be found via the internet and it is recommended to hire an experienced representative to process the claim on your behalf.

The agency holding your money may have stringent requirements that must be performed before accepting your claim. These agencies are often times difficult to communicate and correspond with and have incentive to delay or even find cause to not relinquish your money. They stand to keep your money if you do not play by their rules and meet their deadlines. Therefore, it is wise to have Capital Asset Recovery on your side fighting to get your money for you.

Q: Can I look for the money on my own?

A: Yes, you can look for the money on your own, however you may find it difficult to locate your asset as there is not one central location that reports all money owed to claimants. Our research department is continuously adding new source and most are difficult to locate as they are not widely publicized.

Q: Do I need to make a decision now?

A: You are more than welcome to seek the advice of any family member or trusted adviser at your will. However, in our experience, some of our clients wait until it is

too late and the money has been escheated (the legally seizing of your money by the government or the agency) We wouldn't want you to miss out on your opportunity to claim your money. Time is of the essence!

Q: I don't feel comfortable with the process. Can I have my husband/wife or other trusted adviser deal with this?

A: You can certainly have a family member, friend or acquaintance act as an intermediary between you and Capital Asset Recovery. Have them contact us at (858) 731-6166. We do require you to be present to sign the necessary documentation. We must have the claimants signature on the documentation in order to submit and process the claim.

Q: What's next?

A: If we have made an attempt to contact you, contact Capital Asset Recovery by [clicking here](http://capitalassetrecovery.webs.com/letsgetstarted.htm) (<http://capitalassetrecovery.webs.com/letsgetstarted.htm>), or call us at (858) 731-6166.

Upon receiving the required documentation, we will review it for accuracy and immediately submit your claim. We will keep you informed every step of the way.

Capital Asset Recovery, LLC

Telephone: (858) 731-6166

E-Fax: (512) 519-8092

E-Mail: Bryan_Jensen@ymail.com (<mailto:EthanEaton@ymail.com>)

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LETS GET STARTED

To initiate the process, contact us at (858) 731-6166 or by e-mail at Bryan_Jensen@ymail.com (<mailto:EthanEaton@ymail.com>).

All of our representatives are trained to help assist you in starting the process. Not all claims are the same, so your paperwork may need to be specialized to fit your situation.

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CAPITAL ASSET RECOVERY

ABOUT OUR COMPANY

Capital Asset Recovery is authorized to do business in California, Nevada Texas and Colorado and specialize in asset location and recovery. We are located in Southern California, specifically Encinitas, CA (north San Diego County). We were initially created to help those who have been foreclosed upon extract any and all funds resulting from a forced sale from underlying a taxing authorities and agencies. As we grew, we discovered that government agencies throughout the county was collectively holding approximately \$38 billion of unclaimed assets and making little to no effort contacting the rightful owners. Our effort is to bridge the conflict of interest between the government agency holding your money and transferring funds to the rightful owners.

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REFERENCES

Since our inception (2010), Capital Asset Recovery has collected \$640,684.27 in unclaimed funds on behalf of its clients.

Since April 2014 Capital Asset Recovery has an additional \$291,588.00 (approx.) in pending/unrealized unclaimed funds that WILL be collected on behalf of its clients.

Ms. Lea Martin

- Reference Property: 807 Carnelian Street, Redondo Beach, CA 90277
- Work Performed: Capital Asset Recovery assisted Lea Martin extract proceeds from a public trustee property sale.
- Amount Recovered: \$24,996.15
- Contact Information: Lea Martin at (310) 740-4054

Mr. & Mrs. Steve Beshers

- Reference Property: 812 Soapberry Drive, Allen, TX 75002
- Work Performed: Capital Asset Recovery assisted Steve Beshers & Lizbeth Beshers extract proceeds from a public trustee property sale.
- Amount Recovered: \$144,474.00 (Estimated Amount - Still in Process)
- Contact Information: Available Upon Request

Mr. Allan Kamenwa

- Reference Property: 1800 East Old Ranch Road, Unit 140, Colton, CA 92324
- Work Performed: Capital Asset Recovery assisted Allan Kamenwa extract proceeds from a public trustee property sale.
- Amount Recovered: \$36,158.00 (Estimated Amount - Still in Process)
- Contact Information: Available Upon Request

Mr. Scott Hitzeman

- Reference Property: 1598 Border Avenue, Unit H, Corona, CA 92882
- Work Performed: Capital Asset Recovery assisted Scott Hitzeman extract proceeds from a public trustee property sale.
- Amount Recovered: \$23,000.00 (Estimated Amount - Still in Process)
- Contact Information: Available Upon Request

Ms. Shohreh Assadi

- Reference Property: 356 Virginia Street, Unit 303, El Segundo, CA 90245
- Work Performed: Capital Asset Recovery assisted Shohreh Assadi extract proceeds from a public trustee property sale.
- Amount Recovered: \$33,515.00 (Estimated Amount - Still in Process)
- Contact Information: Available Upon Request

Ms. Karen Solecki

- Reference Property: 716 Flagstone Way, Wylie, TX 75098
- Work Performed: Capital Asset Recovery assisted Karen Solecki extract proceeds from a public trustee property sale.
- Amount Recovered: \$10,853.79
- Contact Information: (972) 672-9342

Mr. Brandon Smith

- Reference Property: 5025 Wethington Court, McKinney, Texas 75070
- Work Performed: Capital Asset Recovery assisted Brandon Smith extract proceeds from a public trustee property sale.
- Amount Recovered: \$32,844.96
- Contact Information: (503) 568-5075

Mr. Antonio (a.k.a. Tony) Velasquez

- Reference Property: 2816 Emmett Street, Dallas, TX 75211
- Work Performed: Capital Asset Recovery assisted Antonio (a.k.a. Tony) Velasquez extract proceeds from a public trustee property sale.
- Amount Recovered: \$7,362.64
- Contact Information: (214) 923-0183

Mr. Kimmel McKinney

- Reference Property: 1321 Carnation Drive, Lewisville, TX 75067
- Work Performed: Capital Asset Recovery assisted Kimmel & Ingrid McKinney extract proceeds from a public trustee property sale.
- Amount Recovered: \$38,319.55
- Contact Information: (469)426-6098

Ms. Ruth Fratini

- Reference Property: 16681 Orange Drive, Yorba Linda, CA 92886
- Work Performed: Capital Asset Recovery assisted David & Ruth Fratini (Trust) extract proceeds from a public trustee property sale.
- Amount Recovered: \$35,424.58
- Contact Information: Client wishes not to reveal contact information.

Ms. Sharon Warmoth

- Reference Property: 509 Addison Street, Lake Dallas, Texas 75065
- Work Performed: Capital Asset Recovery assisted Sharon Warmoth extract proceeds from a public trustee property sale.
- Amount Recovered: \$14,483.86
- Contact Information: 940-293-7783

Ms. Jessica Cano

- Reference Property: 1591 Thornhill Lane, Little Elm, Texas 75068

- Work Performed: Capital Asset Recovery assisted Jessica Cano extract proceeds from a public trustee property sale.
- Amount Recovered: \$3,281.53
- Contact Information: 817-901-4368

Mr. Felix Cano

- Reference Property: 1591 Thornhill Lane, Little Elm, Texas 75068
- Work Performed: Capital Asset Recovery assisted Felix Cano extract proceeds from a public trustee property sale.
- Amount Recovered: \$3,281.53
- Contact Information: 469-441-0109

Mr. & Mrs. Anuradha Chilukuri (a.k.a. Chili)

- Reference Property: 9401 Billingham Trail, Austin, TX 78717
- Work Performed: Capital Asset Recovery assisted Narayanna & Anuradha Chilukuri extract proceeds from a public trustee property sale.
- Amount Recovered: \$31,546.12
- Contact Information: Phone Number: (510) 579-9865

Ms. Grace Onions

- Reference Property: 1428 Hollow Ridge Drive, Carrollton, Texas 75051
- Work Performed: Capital Asset Recovery assisted Grace Onions extract proceeds from a public trustee property sale.
- Amount Recovered: \$88,962.84
- Contact Information: 972-704-5674

Mr. Kristoffer Raye

- Reference Property: 3807 Wellington Drive, Richardson, Texas 75082
- Work Performed: Capital Asset Recovery assisted Mr. Raye extract proceeds from a forced public property sale.

- Amount Recovered: \$67,329.08
- Contact Information: (972) 757-5734

Mr. Ted Fukui

- Reference Property: 23 Oceanfront Court, Sacramento, CA 95831
- Work Performed: Capital Asset Recovery assisted Mr. Fukui extract proceeds from a public trustee property sale.
- Amount Recovered: \$32,543.82
- Contact Information: (916) 399-4485

Mr. Joseph Mason

- Reference Property: 11011 Pebble Garden Lane, Austin, Texas 78739
- Work Performed: Capital Asset Recovery assisted Mr. Mason extract proceeds from a public trustee property sale.
- Amount Recovered: \$120,278.10
- Contact Information: (512) 301-2695 & (582) 989-1919

Mr. Duc Pham a.k.a. Danny Pham

- Reference Property: 6624 High Lawn Terrace, Watauga, Texas 76148
- Work Performed: Capital Asset Recovery assisted Mr. Pham extract proceeds from a forced public property sale.
- Amount Recovered: \$6,766.10
- Contact Information: (682) 597-0029

Mr. & Mrs. John Putman

- Reference Property: 7405 Vista Ridge, Sachse, Texas 75048
- Work Performed: Capital Asset Recovery attempted to assist Mr. John Putman extract proceeds from a forced public property sale, however no excess proceeds were found. Mr. Putman was still impressed and satisfied with our work ethic and wished to be listed as a reference.
- Amount Recovered: \$0.00
- Contact Information: Client Wishes To Not Reveal Contact Information, But Documentation Is Available Upon Request

Ms. Lindsey P. Scheumack

- Reference Property: 8529 Deja Avenue, Austin, Texas 78747
- Work Performed: Capital Asset Recovery assisted Ms. Scheumack extract proceeds from a forced public property sale.
- Amount Recovered: \$7,354.62
- Contact Information: Client Wishes To Not Reveal Contact Information, But Documentation Is Available Upon Request or available by Facebook at <http://www.facebook.com/profile.php?id=507371069>

Mr. William Maxwell

- Reference Property: 2011 Vista Drive, Lewisville, Texas 75067
- Work Performed: Capital Asset Recovery assisted Mr. Maxwell extract proceeds from a forced public property sale.
- Amount Recovered: \$17,383.65
- Contact Information: (972) 822-0165

Ms. Karen Chumbley

- Reference Property: 1419 Brian Wood Drive, Cedar Park, Texas 78616
- Work Performed: Capital Asset Recovery assisted Ms. Chumbley extract proceeds from a forced public property sale.
- Amount Recovered: \$13,330.91
- Contact Information: (512) 552-7566

Ms. Michelle Covington

- Reference Property: 206 Parkway Drive, Cedar Park, Texas 78613
- Work Performed: Capital Asset Recovery assisted Ms. Covington extract proceeds from a forced public property sale.
- Amount Recovered: \$7,603.53
- Contact Information: (512) 659-1331

Mr. Phillip Monroe

- Reference Property: 1016 Catalpa, Austin, Texas 78702
- Work Performed: Capital Asset Recovery assisted Mr. Monroe extract proceeds from a public real property tax sale.
- Amount Recovered: \$90,237.69
- Contact Information: Client Wishes To Not Reveal Contact Information, But Documentation Is Available Upon Request

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CAPITAL ASSET RECOVERY

CONTACT US

Bryan Jensen

Partner/Founder

6050 Stetson Hills Boulevard

Unit 101

Colorado Springs, CO 80923

Telephone: (858) 731-6166

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Partner

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Ethan Graham

Associate

6050 Stetson Hills Boulevard

Unit 101

Colorado Springs, CO 80923

Telephone: (512) 669-9024

Fax: (512) 519-8092

Email: Ethaneaton@ymail.com

Andrew Telfer

Associate

3267 Bee Caves Road

Suite 107-233

Austin, Texas 78746

Telephone: (469) 235-6270

Fax: (512) 519-8092

Email: Andrew@TelferGroup.com

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EXHIBIT 2

----- Forwarded message -----

From: "bperez25" <bperez25@live.com>

Date: Nov 24, 2014 8:03 AM

Subject: Fwd: Unclaimed Funds - [REDACTED]

To: <[REDACTED]>

Cc:

----- Original message -----

From: Bryan Jensen <bryan_jensen@ymail.com>

Date: 11/23/2014 9:20 PM (GMT-07:00)

To: Bailey Perez <bperez25@live.com>

Cc:

Subject: Unclaimed Funds - [REDACTED]

[REDACTED]

I'm pleased to help you recover your unclaimed funds! Per our conversation you have unclaimed overbid funds resulting from a recent forced public property sale of [REDACTED]. This property sold for more money than what was owed. We specialize in recovering these assets as quickly as possible. We pay for all expenses related to the process and we fight to reduce or eliminate unfair bank fees, liens, attorney's fees and HOA fees. Our service is risk free. We charge a flat fee upon recovery and if we do not recover you money, you owe us nothing.

Attached is the Power of Attorney, Assignment Agreement and the Notary of Photo Identification which will aid us in recovering any unclaimed overbid funds you may have. A few things to note for both documents:

- **Assignment Agreement:** Please initial at the bottom of each and every page. On page 5 sign in the presence of a notary as Assignor 1 and have the notary notarize your signature. Notice your anticipated share midway, page 1. This is all that's needed for this document.
- **Power of Attorney:** On page 1, fill in your Social Security Number (or at least the last four digits), your Date of Birth, Drivers License Number and State and your Mailing Address as Principal in the designated fields. Then initial at the bottom of each and every page. On the subsequent pages, look over all of the information to verify accuracy. On page 6, please sign in the presence of a notary as Principal and have the notary notarize your signature, then print your name and date in the designated fields. This is all that's needed for this document.
- **Notary of Photo Identification:** Place your photo ID in the square and make a copy. On the copy sheet, please sign on the "Client Signature" line in the presence of a notary and have the notary notarize the document. This is all that is needed for this document.

Note: notaries can be found at your local bank and typically provide this service for free, or at a UPS mail store, grocery store customer service center, etc. or we can find a mobile notary that will come to you.

We will need the original copies of all the documents you signed/notarized. Make a copy for your own records as well.

For your convenience, we've attached a prepaid FedEx Shipping Return Label. Enclose the original documents in the FedEx Envelope, then drop off the envelope at any FedEx drop box or FedEx store. Shipping this package will cost you nothing.

Please let me know if you have any questions or concerns. You can reach me anytime at [\(719\) 582-8051](tel:7195828051).

Sincerely,

Bailey Perez
Capital Asset Recovery - Corporate Headquarters
660 Southpointe Court
Suite 314-D
Colorado Springs, CO 80906
Telephone: [\(719\) 582-8051](tel:7195828051)
E-Fax: [\(858\) 408-7123](tel:8584087123)
E-Mail: Bperez25@live.com

From: (858) 731-6166
Bryan Jensen - Bailey Perez
Capital Asset Recovery
660 Southpointe Court
Suite 314-D
COLORADO SPRINGS, CO 80906

Origin ID: COSA



Ship Date: 24NOV14
ActWgt: 0.5 LB
CAD: 106030147/INET3550

Delivery Address Bar Code



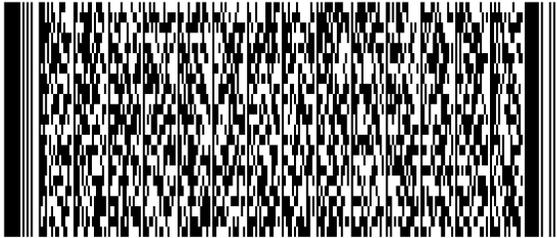
SHIP TO: (858) 731-6166
Bryan Jensen - Bailey Perez
Capital Asset Recovery
660 Southpoint Ct.
Suite 314-D
COLORADO SPRINGS, CO 80906

BILL SENDER

Ref # COEP 1263 S CRYSTAL WY
Invoice #
PO #
Dept #

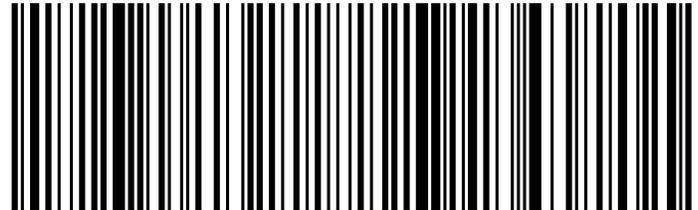
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STANDARD OVERNIGHT

TRK# 7719 6192 7308
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522G1/616C/8AC9

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT 3

ASSIGNMENT AGREEMENT

This Assignment Agreement (“**Agreement**”) is entered into as of this undersigned date by and between [REDACTED] (“**Assignor(s)**”) and CAPITAL ASSET RECOVERY C/O Bailey Perez and/or Bryan Jensen who has a mailing address of: 660 Southpointe Court, Suite 314-D, Colorado Springs, CO 80906 (“**Assignee**”).

WHEREAS, Assignor may be entitled to receive Unclaimed Funds pursuant to a recent forced public foreclosure sale referencing a property located at:

_____ (the “**Property**”);

WHEREAS, the Assignee wishes to pursue the recovery of any Unclaimed Funds, if any, only resulting from the forced public foreclosure sale of the Property on behalf of and in the place of Assignor. This Agreement, Assignee’s efforts, assignment interest and compensation shall terminate upon the receipt and recovery, if any, of the above referenced/intended Unclaimed Funds;

WHEREAS, Assignor desires to engage Assignee as agent to recover any Unclaimed Funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby engages Assignee as agent to recover all of Assignor’s right, title, and interest in and to the Unclaimed Funds, and utilize any causes of action Assignor has or might have relating to the Unclaimed Funds.

2. Expenses and Consideration. Assignee shall be responsible for any expenses incurred in connection with its efforts to collect any Unclaimed Funds. Assignor’s anticipated net allocated amount is estimated to be: **\$23,838.71** (“**Assignor’s ANAA**”); however this amount is only an estimate, not a guarantee and is subject to change without notice. Assignee has conducted a diligent title search concerning the above referenced property on behalf of Assignor to discovery any and all recordable instruments that may be attached to and reduce Assignor’s ANAA. However the appointed entity holding said Unclaimed Funds will demand an independent title search from a local title company who will produce an official title search/report whom may find recordable instruments not found by Assignee that may be attached to and reduce Assignor’s ANAA. As aforementioned Assignor’s ANAA is only an estimate, not a guarantee and is subject to change without notice.

NOTE: Upon recovery of said funds, Assignee shall provide Assignor detailed written accounting showing the amount recovered and any expenses incurred by Assignee.

NOTE: If Unclaimed Funds cannot be recovered, Assignor will NOT be expected or requested to reimburse Assignee for any expenses incurred.

NOTE: Upon the recovery of any Unclaimed Funds, Assignee shall first be reimbursed for any expenses incurred, and then the remaining funds shall be split between Assignor(s) (50.00 %) or and Assignee (50.00%). In this “Note,” Assignor’s split is

equivalent to Assignor's ANAA which is only an estimate, not a guarantee and is subject to change without notice.

3. Warranties and Representations.

(a) **No Prior Assignment.** Assignor represents and warrants to Assignee that it is the lawful owner of the claims and causes of action being assigned and that no part of the claims or causes of action have been assigned or transferred to any other person or entity.

(b) **Authority.** Assignor represents and warrants to Assignee that it has the power and authority to enter into this Agreement and that the Agreement is valid and binding against Assignor.

(c) **No Guarantee.** Assignee will expend its best efforts in attempting to recover the Unclaimed Funds, if any, but makes no guarantee of its success.

4. Cooperation with Assignee. Assignor agrees to fully and unconditionally cooperate with Assignee in pursuing the claims and causes of action being assigned under the Agreement and agrees to sign such other documents as may be necessary to carry out the purposes of this Agreement.

5. General Provisions.

(a) **Entire Agreement; Amendment; Assignment.** This Agreement shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter expressly contained in this Agreement. This Agreement may not be amended, terminated, assigned or changed in any manner except in a writing signed by the parties.

(b) **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective heirs, executors, personal representatives, successors and assigns.

(c) **Confidentiality.** Assignor and Assignee agree that neither party shall disclose the existence of this Agreement or the terms of this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

(d) **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(e) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

(f) **Facsimile Signatures; Counterparts.** Any facsimile signature appearing hereon shall be deemed to be an original signature. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(g) **Save Harmless.** Assignor shall indemnify, defend and save Assignee harmless from all loss, investigation, suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury, property damage, and/or personal liability incurred or occurring in, on or about the Property.

(h) **Assignor(s) Assumes No Liability.** Assignor(s) assumes no liability for any damages, losses, or acts of omission by the Assignee. Assignor(s) assumes no liability for any acts or omissions of Assignee or previous Assignee. Assignor(s) assumes no liability for default by any Assignee. Assignor(s) shall not be liable in the event of bankruptcy or failure of the depository bank where Assignees funds are deposited.

(i) **Agreement to Mediate.** All parties agree to engage in mediation prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorneys fees to be determined by the court or arbitrator.

(j) **Review.** EACH PARTY WARRANTS THAT THEY HAVE CAREFULLY REVIEWED THIS AGREEMENT AND UNDERSTAND ITS CONTENTS FOR AT LEAST TWENTY-FOUR HOURS BEFORE SIGNING AND NOTARIZING.

Notice Required by Colorado Law

- **Capital Asset Recovery or (his/her/its) associate cannot ask you to sign or have you sign any document that transfers any interest in your home or property to (him/her/it) or (his/her/its) associate.**
- **Capital Asset Recovery or (his/her/its) associate cannot guarantee you that they will be able to refinance your home or arrange for you to keep your home. You may, at any time, cancel this contract, without penalty of any kind.**
- **If you want to cancel this contract, mail or deliver a signed and dated copy of this notice of cancellation, or any other written notice, indicating your intent to cancel to Capital Asset Recovery, 660 Southpointe Court, Suite 314-D, Colorado Springs, CO 80906 (name and address of foreclosure consultant) at Capital Asset Recovery, 660 Southpointe Court, Suite 314-D, Colorado Springs, CO 80906 and/or by facsimile: (512) 519-8092 and/or by electronic mail: Bryan_Jensen@ymail.com (address of foreclosure consultant, including facsimile and electronic mail address).**

- **As part of any cancellation, you (the home owner) MUST repay any money spent on your behalf by Capital Asset Recovery (name of foreclosure consultant) prior to receipt of this notice and as a result of this agreement, WITHIN SIXTY DAYS, ALONG WITH INTEREST AT THE PRIME RATE published by the Federal Reserve PLUS TWO PERCENTAGE POINTS, with the total interest rate not to exceed eight percent per year.**
- **This is an important legal contract and could result in the loss of your home. Contact an attorney or a housing counselor approved by the federal Department of Housing and Urban Development before signing.**

Signature of Assignor

██████████
Print Name of Assignor

Date

STATE OF _____)

COUNTY OF _____)

On _____, 20_____, before me, _____
_____(Print Name of Notary), personally appeared ██████████, who proved to me 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 authorized 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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public Seal

Print Name of Notary Public

My Commission Expires

Date of contract: _____

To: Bryan Jensen of Capital Asset Recovery

- Physical Address: 660 Southpointe Court, Suite 314-D, Colorado Springs, CO 80906
- Facsimile: (512) 519-8092
- Electronic Mail: Bryan_Jensen@ymail.com

Subject Property Address: _____

I hereby cancel this contract.

Date: _____

Home Owner's Signature: _____

EXHIBIT 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Durable Power of Attorney for Financial and Real Estate Transactions

Principal: [REDACTED] _____

Principal Social Security Number (Make photo copy): _____

Principal Date of Birth: _____

Principal Drivers License Number and State (Make photo copy): _____

Principal's Mailing Address:

Agent 1: Bailey Perez

Agent 2: Bryan Jensen

Agent's Mailing Address:

660 Soutpointe Court
Suite 314-D
Colorado Springs, CO 80906

Property (including any improvements):

Legal Description: SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE and more commonly known as (address) _____

Assessor's Parcel No.: _____ and/or _____

Loan Documents:

Deed of Trust 1:

Date: November 6, 2009

Grantor/Borrower: _____

Grantee/Lender/Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MEGASTAR FINANCIAL CORP.

Current Lender: BANK OF AMERICA, N.A.

Mortgage Servicer: BANK OF AMERICA, N.A.

Recording Information: --County Clerk Document # _____
 --of the Real Property / Official Public Records of:
 Arapahoe County, Colorado.

Foreclosure Information: --Foreclosure Identification #: _____
 --NED Reception #: _____
 --NED Date: 7/30/2014

Powers Given with Respect to the Property and the Loan Documents by Principal to Agent:

1. Execute and deliver any legal instruments relating to the Property, and the Loan Documents, including but not limited to affidavits (for example, federal tax statements), notices, disclosures, waivers, and designations.

2. Request and accept all loan information from Lender and/or their legal representative(s), representative(s), trustee(s), substitute trustee(s), agent(s), or any nominee(s) thereof, including but not limited to, pay-off amounts, payment histories, account balances, and any other loan information.

3. Make an insurance claim on behalf of Principal and receive Principal's net insurance proceeds by check payable to Principal.

4. Purchase insurance on the Property in the name of the Principal. This includes changing the insurance coverage amounts, type, or provider as the Principal considers appropriate.

5. Receive proceeds of any check from Lender and/or their legal representative(s), representative(s), trustee(s), substitute trustee(s), agent(s), or any nominee(s) thereof, payable to the Principal, including but not limited to payments resulting from refunds and/or reimbursements for overages of tax and insurance escrow amounts deposited with Lender pursuant to the Loan Documents, double payments to the Lender pursuant to the Loan Documents, and from sales proceeds of the Property pursuant to any forced sale by Lender pursuant to the Loan Documents.

6. Endorse to the Agent, any and all payments made payable to Principal, whether jointly or individually, from the Lender, including but not limited to payments resulting from net insurance proceeds, refunds and/or reimbursements for overages of escrow deposited with Lender pursuant to the Loan Documents, and double payments to the Lender pursuant to the Loan Documents and sales proceeds of the Property pursuant to any forced sale by Lender pursuant to the Loan Documents.

7. Do everything and sign everything necessary or appropriate with respect to the Property and the Loan Documents and to accomplish the powers set out herein.

8. Allow Agent to retain outside council (i.e. retain an attorney) at market or below market contingency rate to aid in accomplishing the powers set out herein. This power includes but not limited to executing an attorney/client agreement at any time with said attorney.

9. Principal appoints Agent to act for Principal in accordance with the powers given with respect to the Property and the Loan Documents, and Principal ratifies all acts done under this appointment. Agent's authority will begin on the Effective Date and may not be revoked by Principal.

10. This is a durable power of attorney, which is not affected by subsequent disability or incapacity of Principal and will not lapse because of a passage of time.

11. If in any judicial proceeding a court shall refuse to enforce any provisions of this Power of Attorney which are sought to be enforced, then such unenforceable provisions shall be deemed eliminated from the provisions hereof for purposes of such

proceeding to the extent necessary to permit the remaining separate provisions to be enforced in such proceeding.

12. Temporarily modify Client's mailing address at any time in anticipation of required documents released by lender, legal representative(s), representative(s), trustee(s), substitute trustee(s), consultant(s) or any nominee(s) thereof.

13. Allow Agent to retain outside council (i.e. retain an attorney) at market or below market contingency rate to aid in accomplishing the powers set out herein. This power includes but not limited to executing an attorney/client agreement at any time with said attorney.

14. Initiate and complete outbound wire transfers or automated clearing house transfers from Principal's bank/financial institution account for the sole purpose of compensating Agent pursuant to the agreed upon percent split in accordance with the related Assignment Agreement.

15. Principal binds Principal and Principal's heirs and personal representatives to indemnify and hold Agent harmless from all claims, demands, losses, damages, actions, and expenses that Agent may sustain or incur in connection with carrying out the authority granted to Agent in this power of attorney.

(SIGNATURE PAGE FOLLOWS)

Signature of Principal

Print Name of Principal

Date

STATE OF _____)

COUNTY OF _____)

On _____, 20_____, before me, _____
_____(Print Name of Notary), personally appeared _____, who proved to me
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 authorized 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 Colorado that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public Seal

Print Name of Notary Public

My Commission Expires

EXHIBIT 5

NOTARIZED COPY OF PHOTO IDENTIFICATION

INSTRUCTIONS FOR CLIENT:

1. Attach a legible copy of the photo identification document to this certification below.

PLACE PHOTO IDENTIFICATION HERE
OR
ON A SEPARATE SHEET OF PAPER

NOTARY SECTION:

I certify that the attached/above is a full, true and accurate reproduction of the government-issued photo identification document presented to me by _____ (Clients Name)

(Clients Signature)

STATE OF _____

COUNTY OF _____

On _____, 20_____, before me, _____

_____(Print Name of Notary), personally appeared _____ (Clients Name), who proved to me 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 authorized 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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public Seal

Print Name of Notary Public

My Commission Expires

Home Owner / Assignor / Initial(s) _____ Page | 1

EXHIBIT 6

Jamie Sells

From: Bryan Jensen <bryan_jensen@ymail.com>
Sent: Tuesday, November 25, 2014 2:03 PM
To: Diana Springfield
Subject: Overbid Fund Claim - FC Number: [REDACTED]
[REDACTED] - Arapahoe County, Colorado
Attachments: Notary ID (executed) - [REDACTED] - 11-25-2014.pdf; POA (executed) - [REDACTED] - 11-25-2014.pdf; Trustee COP - [REDACTED] - 11-25-2014.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

ATTN: Arapahoe County Public Trustee C/O Diana Springfield (Chief Deputy Public Trustee)
RE: Trustee Sale Number - [REDACTED]

To Whom It May Concern:

Attached to this communication is a copy of the Trustee's Deed/Certificate of Purchase appointing this organization as the trustee responsible for selling the above referenced property and an executed, notarized copy of a Power of Attorney procured by [REDACTED] granting myself, Bryan Jensen the power to act on his behalf in an attempt to claim and recover any and all overbid funds/excess proceeds/surplus funds resulting from a forced foreclosure sale of his property located at [REDACTED] - Arapahoe County, Colorado. According to our records, this property sold on or around November 19, 2014. The trustee sale number is: [REDACTED].

With respect to our Power of Attorney, please submit any and all documentation and the excess proceeds/surplus funds to the following address:

Capital Asset Recovery
C/O Bryan Jensen
660 Southpointe Court
Suite 314-D
Colorado Springs, CO 80906

Additionally, please ONLY contact us regarding the recovery of any and all excess proceeds/surplus funds.

Feel free to contact us by telephone, email and fax (respectively): (858) 731-6166, Bryan_Jensen@ymail.com and (858) 408-7123 (fax).

Please call me if you have any questions or concerns at (858) 731-6166.

Best Regards,

Bryan Jensen
Capital Realty
in affiliation with
Capital Asset Recovery
6050 Stetson Hills Boulevard
Unit 101
Colorado Springs, CO 80923
Cell: 858-731-6166
Fax: 512-519-8092
Bryan_Jensen@ymail.com

EXHIBIT 7

CAPITAL REALTY

"PROVIDING HOPE & SOLUTIONS FOR HOMEOWNERS"

Welcome to [Hopeforyourhome.com](http://www.hopeforyourhome.com), operating under the parent name of Capital Realty with locations in Texas, Colorado and California. Our purpose is to provide hope and solutions for struggling homeowners. If you're having difficulty maintaining your mortgage or just want out of your house, we have solutions that will work for you. With your property and our vision, ideally we should partner up on the property, split the proceeds among ourselves, all while attempting to prevent it from going into foreclosure. It just depends on your situation (i.e. you might be going through a divorce and you may not know who may get the house after the judgment has been rendered) and the terms of your loan (i.e. fixed rate, adjustable rate, balloon provision, etc.). Whatever your situation, we can provide you with a free, no obligation consultation and create a plan of attack tailored specifically to your situation and your property. We will treat your situation with the utmost respect and sensitivity. Our services cost you nothing. When you get paid, we get paid. We are business partners!

We consult with various property managers, attorney's, investors and title companies who act as a neutral third party intermediary and will address any of your concerns, should you wish to speak to another source about the status of your property. We know that discussing your property might be a frustrating topic, but be aware that we specialize in these situations, all day and every day. We are interested in either buying your property for cash, buying it as a short sell, taking over mortgage payments, positioning your property generate cash flow over time or a combination of these, all while keeping you in the loop as a business partner and preventing foreclosure. Don't loose faith. Call us at (720) 443-0957 or go the "Lets Get Started" page. Don't be one of the millions who have lost their home to the ruthless banks.

Our organization acquires all types of properties in good or ugly condition for any reason. If you have equity, no equity, at a break even point, behind on payments, filed bankruptcy, filed for divorce, feel like no one would want your property because it needs repairs, dated condition and/or in a troubled area, whatever the situation may be, don't worry. We can put together a plan of attack for your property. Let us be your safety net. Call us at (720) 443-0957.

"WE ARE HERE TO HELP!"

Capital Realty
660 Southpointe Court
Suite 314-D
Colorado Springs, CO 80906
Office: (720) 443-0957
Mobile: (858) 731-6166
E-Fax: (512) 519-8092
E-Mail: Bryan_Jensen@ymail.com
www.Hopeforyourhome.com

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CAPITAL REALTY

"PROVIDING HOPE & SOLUTIONS FOR HOMEOWNERS"

Sometimes life deals us hard time, and it seems like they all happen at once. Most of the time our clients experience one of the 5 D's: Death, Disease, Divorce, Drugs and/or Denial. More recently we can throw in job loss. All of these and more can hinder your ability to make your payments. We help good people out of difficult situations by advising them of all of their housing options, even new, innovative options that Harvard PhD's, former Wharton Business Professors, current CU-Bulder Business Professors think are "ingenious!"

If you feel like you're out of choices you should know exactly what alternatives you have. Don't sit back and do nothing. Consider our following options:

- **OUR OPTION 1: BUY AND RENOVATE:** Every home is different. Some homes have a lot of equity, but in need of repair even before a realtor may agree to show it, or even to sell in a timely manner. If efforts to save your home have been unsuccessful and time doesn't permit, I will make you a cash offer and close quickly. We are not real estate agents, therefore you would not be responsible for paying any fees, commissions, thus reduce any closings costs. If you decide to relocate and need additional time, that can also be arranged.
- **OUR OPTION 2: IF YOU HAVE LITTLE OR NO-EQUITY:** Sometimes properties that we come across have little or no-equity and doesn't make sense for anyone to buy it, especially as housing prices continue to fall in most markets. Don't feel bad if you're in this situation. This typically occurred as a result of being issued an exotic loan (adjustable rate loan (ARM), or a balloon loan, etc.) being pushed on you by the real estate broker/agent, pushy lenders, title companies, etc., that did not feel it was necessary to really tell you how your loan was going to work. However, there is a solution that we can implement to save your house from a foreclosure and also generate you thousands of dollars in the meantime. This program is unprecedented and new to the Real Estate community, and our internal plan that has been called "ingenious" by real estate professionals and business professors at accredited universities. We are reluctant to reveal the details on our website as competitors may steal our idea. Please contact us at (720) 443-0957 (800) 498-8593 for more details.
- **OUR OPTION 3: IF YOUR PROPERTY HAS BREAK EVEN EQUITY (I.E. your loan balance is close to the assessed value):** In this situation

a homeowner has been faithfully making their monthly mortgage payments for years, but took out a zero down payment loan (VA loan, USDA rural loan, etc.), made a small 3%-3.5% FHA down payment, or just got caught up on owning a house during the end of the last real estate cycle and overpaid for a property and all of the sudden they need to sell the house. They consult with a real estate agent/professional, who says that listing the property will cost 6% in commission and another 4% in general closing costs (example: recording fees, document prep. fees, title policy, pro rated taxes, etc.). Now you have to spend \$15,000 to sell your property that you once paid \$150,000 property, about 4 years ago. You paid a 3% down payment, got an FHA loan at fixed at 6% for 30 years and your principal balance was \$145,500 when you bought the house. Since making your payments over the past 4 years your current balance is now \$138,915.46. Its assessed at \$150,000 (what you paid) and will likely sell at \$150,000, but if you were to sell at \$150,000, you still need to pay your 10% closing costs or \$15,000. So the equity in your house will bring \$135,000, but you still owe your lender \$2,664.14. In other words, you're upside down!!!! Even after all this time. You were planning on using this \$2,600 for moving expenses, a down payment/security deposit on a new house, pay off some bills, etc, but now you cannot since you owe more than what the house will sell for.

Here we can eliminate the 10% closing costs, and take over your payments. Even if you are behind on payments, we can still take over payments. We would refinance in 3-5 years to get the property out of your name, all while making your payments and building your credit. This option really take a face to face meeting to discuss all the inner workings. Please contact us at (720) 443-0957 (800) 498-8593 for more details.

Otherwise your lender will give you the following options (and reason why you may or may not want to pursue them):

- **YOUR LENDER'S OPTION 1:** Loan Forbearance or Modification - The loss mitigation department of your mortgage company may make arrangements with you to pay back some of the delinquent payments now and the balance within a certain time period. A typical example – You owe \$9,000 in back payments, attorneys' fees, etc. Your mortgage company may accept \$4,500 now and \$750 per month for the next six months. Of course, you would have to resume making your normal monthly payments as well. A loan modification or forbearance is easier to arrange prior to the mortgage company filing a foreclosure lawsuit. Some lenders will not consider this after filing, but it's worth trying. This option will almost always increase your monthly mortgage payment, increase the duration of your loan and increase your principal balance of your loan by the delinquent sum of your payments.
- **YOUR LENDER'S OPTION 2:** Reinstate Your Mortgage - Perhaps you can borrow from family and/or friends, credit cards or a retirement program. You may be able to

arrange a second mortgage to catch up the back payments, penalties and fees.

- **YOUR LENDER'S OPTION 3:** Short sale your property - that is, sell your property for a price that is lower than the current mortgage principal balance. It's a long and complicated process and the market is flooded with short sale and banked owned products. Most buyers are reluctant to make an offer as the short sale could take up to a year or longer to be approved by your lender, and even then the lender may still deny the offer, last minute. Buyers typically want to make an offer and move in within three months time. Be cautious about doing a short sell for the following reasons:
 1. Selling your house as a short sale will still affect your credit by about 150 points and will appear on your credit report.
 2. You'll likely receive no money from the sale as you and the bank are both taking a loss.
 3. Real Estate Agents and Brokers are reluctant to market short sale properties as most lenders force them to take a reduced commission pay when the house is sold; thus if they do list the property, their marketing efforts are likely reduced. They will rarely host an Open House and/or create professional advertisements and marketing campaigns.

- **YOUR LENDER'S OPTION 4:** Refinance - The fact is that it is very difficult to arrange new financing when you're already in default on your existing mortgage. Arranging new financing will depend on your income and credit report. Be very cautious about sending advanced fees of \$300.00 to \$600.00 to lenders or mortgage brokers to help initiate the process.

- **YOUR LENDER'S OPTION 5:** Chapter 13 Bankruptcy - Filing bankruptcy prior to the auction will put the sale on hold, temporarily. This is a viable alternative if your financial situation has improved. Unfortunately for most people, it only postpones the sale for a few months. Immediately after filing a Chapter 13 Bankruptcy, you will have to file a repayment plan with the courts. This plan has to show that you have sufficient monthly income to pay basic living expenses such as food and utilities and other monthly payments such as credit cards, car payments, etc. In addition, your income must be sufficient in order to resume making your monthly mortgage payments. All past due amounts are usually spread out between 24 and 60 months i.e. if you owe \$9,000 in missed payments, attorneys fees, etc. if spread out over 48 months would be an additional \$187.50 due each month to the court appointed trustee. If you feel as though you have the income to immediately begin repayment of all your debts and the courts agree, this may be a good choice for you to save your home.

Over the years, I've consulted with many individuals who filed for bankruptcy protection only to have their cases dismissed. Not only were they out the

attorney's fees (usually \$1,000 - \$2,000) but now had a bankruptcy and foreclosure on their credit report.

- **YOUR LENDERS OPTION 6:** Let Your Home be Sold on the Courthouse Steps - **By far, the worst option available to you!** Many people feel, "I have no equity and/or my property is in marginal condition, let the bank take it," when in actuality, many homes that are sold on the courthouse steps typically sell between 50% and 70% of their fair market value. Moreover, if a bank suffers a loss due to the pending foreclosure action against you, they also have an option. They can file a deficiency judgment against you and pursue you for the amount of their loss. (Note: even if you have no equity, we still have solutions to help you still profit from your property). **Typically ten days after the foreclosure auction, a certificate of title will be issued by the courts or trustee to the new owner. If you have not voluntarily vacated your house at this time, you could be forced to move out.**

Many people facing foreclosure go into denial, and instead of trying to make the best of a bad situation, will actually avoid taking action until it's too late. Mortgage bankers tell me that that the worst possible thing they can see on your credit report is a foreclosure. It creates an even bigger impact on your credit than bankruptcy and can prevent you from owning and renting another home.

Don't procrastinate, time is of the essence, explore all the options available to you. If saving your house seems unlikely, call us at (720) 443-0957.

Capital Realty
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Mobile: (858) 731-6166
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E-Mail: Bryan_Jensen@ymail.com
www.Hopeforyourhome.com

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CAPITAL REALTY

"Providing Hope & Solutions for Homeowners"

PURPOSE: ESTABLISH A PLAN THAT WILL TURN YOUR DISTRESSED PROPERTY INTO A CASH MACHINE, REGARDLESS OF EQUITY

Capital Realty exists to help good people out of tough financial Real Estate related situations. We just don't want to see you lose your house to foreclose and walk away empty handed, while you've been making monthly mortgage payments to your lender for years, paying them interest every month, now giving them your principal balance, and giving them a discounted house after you initially paid thousands for a down payment, all while performing any repairs, and maintaining the condition and integrity of the property. Even if your property has little or no-equity, in need of repair and/or maintenance, has high monthly payments, behind on monthly payments, in foreclosure, in bankruptcy, subject to a divorce or whatever the situation is, don't lose hope. You and Capital Realty are business partners and we are going to turn your property into an investment. Even if you've tried working with a Realtor and/or your lender to do a short-sale, loan modification, loan forbearance, etc., and have not had any luck, we will still help.

"The right house can be step one on the path to fulfilling your financial dreams. The wrong house can be a stumbling block. Let us smooth the way!"

Its a progression. Whatever what your current situation, no matter what your goals, we are interested in achieving the best outcome. We work hard to make it work for you!

WHAT'S YOUR SITUATION?

- Facing Foreclosure?
- Trouble Selling?
- Behind on House Payments?
- Divorce or Dispute?
- Bankruptcy?
- Property need Major Repairs?
- Abandoned/Vacant Property?
- Behind on Taxes/Liens?
- Double House Payments?
- Job Loss?
- Expired Realtor Listing?
- Bad Tenants?

- Probate/Estate Sale?

- Relocating?

WHATEVER YOUR SITUATION WE'RE HERE TO HELP. CALL US ANYTIME FOR A NO-OBLIGATION, FREE CONSULTATION AT (720) 443-0957. LET TURN YOUR HOUSE INTO A CASH MAKING MACHINE!!!

Capital Realty
660 Southpointe Court
Suite 314-D
Colorado Springs, CO 80906
Office: (720) 443-0957
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E-Mail: Bryan_Jensen@ymail.com
www.Hopeforyourhome.com

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"PROVIDING HOPE & SOLUTIONS FOR HOMEOWNERS"

REFERENCES

1. Mr. John Warren
 - Reference Property: 1311 Dove Haven Drive, Pflugerville, Texas 78660
 - Work Performed: Purchased Mr. Warrens property and prevented a pending foreclosure. He was happy that his credit was saved and received cash at closing.
 - Contact Information: (512) 945-8170

2. Ms. Lori Barton
 - Reference Property: 5803 Sierra Madre, Austin, Texas 78759
 - Work Performed: Purchased Ms. Barton's property after her parents passed. The property needed a lot of work, but no property is too small or large for Capital Realty. Lori was happy that we bought her house so she can move on to a newer property.
 - Contact Information: (512) 258-1825

3. Ms. Sheila Messina
 - Reference Property: 4406 Cisco Valley Drive, Round Rock, Texas 78664
 - Work Performed: Consulted with Ms. Messina to stop a pending foreclosure sale just days before the February 1, 2011 auction.
 - Contact Information: (512) 796-5332

4. Mr. Mike Beltz:
 - Reference Property: 5803 Sierra Madre, Austin, Texas 78759
 - Work Performed: Mike Beltz served as a financing party to acquire the the above property. He intends to renovate and resale this property.
 - Contact Information: (512) 947-3397

5. Mr. Kristoffer Raye
 - Reference Property: 3807 Wellington Drive, Richardson, Texas 75082
 - Work Performed: Assisted Mr. Raye extract proceeds from a forced public property sale.
 - Amount Recovered: \$67,329.08
 - Contact Information: (972) 757-5734

6. Mr. Joseph Mason
 - Reference Property: 11011 Pebble Garden Lane, Austin, Texas 78739
 - Work Performed: Assisted Mr. Mason extract proceeds from a public trustee property sale.
 - Amount Recovered: \$120,278.10
 - Contact Information: (512) 301-2695 & (582) 989-1919

7. Mr. Duc Pham a.k.a. Danny Pham
 - Reference Property: 6624 High Lawn Terrace, Watauga, Texas 76148
 - Work Performed: Assisted Mr. Pham extract proceeds from a forced public property sale.
 - Amount Recovered: \$6,766.10
 - Contact Information: (682) 597-0029

8. Mr. & Mrs. John Putman
 - Reference Property: 7405 Vista Ridge, Sachse, Texas 75048
 - Work Performed: Attempted to assist Mr. John Putman extract proceeds from a forced public property sale, however no excess proceeds were found. Mr. Putman was still impressed and satisfied with our work ethic and wished to be listed as a reference.
 - Amount Recovered: \$0.00
 - Contact Information: (903) 330-4081

9. Ms. Lindsey P. Scheumack
 - Reference Property: 8529 Deja Avenue, Austin, Texas 78747
 - Work Performed: Assisted Ms. Scheumack extract proceeds from a forced public property sale.
 - Amount Recovered: \$7,354.62

- Contact Information: Client Wishes To Not Reveal Contact Information, But Documentation Is Available Upon Request or available by Facebook at <http://www.facebook.com/profile.php?id=507371069>

10. Mr. William Maxwell

- Reference Property: 2011 Vista Drive, Lewisville, Texas 75067
- Work Performed: Assisted Mr. Maxwell extract proceeds from a forced public property sale.
- Amount Recovered: \$17,383.65
- Contact Information: (972) 822-0165

11. Ms. Karen Chumbley

- Reference Property: 1419 Brian Wood Drive, Cedar Park, Texas 78616
- Work Performed: Assisted Ms. Chumbley extract proceeds from a forced public property sale.
- Amount Recovered: \$13,330.91
- Contact Information: (512) 552-7566

12. Ms. Laura Messina

- Reference Property: 2095 Legacy Ridge View, Unit 110, Colorado Springs, CO 80911
- Work Performed: Capital Realty identified that there was no equity in this property, however, we are negotiating with the lender to postpone the auction date and making thousands in the meantime.
- Amount Recovered: \$5,400.00 (Gross, as of September 2011)
- Contact Information: Contact Info Available upon Request

12. Ms. Jessica Messina

- Reference Property: 1304 Coventry Drive, Colorado Springs, CO 80906
- Work Performed: Identified that there was no equity in this property, however, we are negotiating with the lender to postpone the auction date and making thousands in the meantime.
- Amount Recovered: \$4,920.00 (Gross, as of September 2011)
- Contact Information: Contact Info Available upon Request

13. Ms. Gabriella Stockdell

- Reference Property: 12906 Water Mill Cove, Austin, Texas 78729
- Work Performed: Identified that there was no equity in this property, however, we are negotiating with the lender to postpone the auction date and making thousands in the meantime.
- Amount Recovered: \$2,800.00 (Gross, as of November 2011)
- Contact Information: Contact Info Available upon Request

14. Ms. Michelle Covington

- Reference Property: 206 Parkway Drive, Cedar Park, Texas 78613
- Work Performed: Capital Asset Recovery assisted Ms. Covington extract proceeds from a forced public property sale.
- Amount Recovered: \$7,603.53
- Contact Information: (512) 659-1331

15. Mr. Phillip Monroe

- Reference Property: 1016 Catalpa, Austin, Texas 78702
- Work Performed: Capital Asset Recovery assisted Mr. Monroe extract proceeds from a public real property tax sale.
- Amount Recovered: \$90,237.69
- Contact Information: Client Wishes To Not Reveal Contact Information, But Documentation Is Available Upon Request

Capital Realty
660 Southpointe Court
Suite 314-D
Colorado Springs, CO 80906
Office: (720) 443-0957
Mobile: (858) 731-6166
E-Fax: (512) 519-8092
E-Mail: Bryan_Jensen@ymail.com
www.Hopeforyourhome.com

Information herein deemed reliable but not guaranteed

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EXHIBIT 8

STANDARD PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY (Short Form)

Parties Austin Home Ventures, LLC and/or Assigns, hereinafter referred to as Buyer, and [REDACTED], hereinafter referred to as Seller, which terms may be singular or plural and include the heirs, successors, personal representatives and assigns of Seller and Buyer, hereby agree that Seller will sell and Buyer will buy the following property, with such improvements as are located thereon, and is described as follows:

Known by street and address as: [REDACTED], together with all light fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all the improvements thereon; and all appurtenances thereto, all being hereinafter collectively referred to as the "Property." The full legal description of said Property is more fully shown on the records of the Clerk and Recorder of the county in which the Property is located.

Seller will sell and Buyer will buy upon the following terms and conditions, if completed or marked. On any conflict of terms or conditions, that which is added will supersede that which is printed or marked. It is understood that the Property will be conveyed by General Warranty Deed (unless otherwise specified in paragraph 17), with covenants, restrictions, and easements of record.

1. **Total Purchase Price** to be paid by Buyer is payable as follows:
 - a. Earnest money deposit check or promissory note , which will remain as a binder until closing, and be held for Seller by closing agent (chosen by Buyer) for Seller until closing, unless sooner forfeited or returned, according to the provisions of this Agreement. NOTE: this amount is due upon Short Sell Approval from Buyers Lender, if Property is subject to any Short Sell proceedings. \$ 500.00
 - b. Balance due at closing (not including Buyers closing costs, prepaid items or prorations) in U.S. cash or locally drawn certified or cashiers check approximately : exactly \$ 109,500.00
 - c. Proceeds of a new loan to be executed by Buyer to any lender other than Seller; Name of Lender: _____ \$ _____
 - d. Seller financing as herein set forth in paragraph 14. approximately : exactly \$ _____
 - e. "Subject to" existing loan balance encumbering the Property \$ _____
 Lender: _____ Loan # _____
 Interest Rate _____% Fixed Rate Adjustable Rate \$ _____ /month
 Includes Principal ; Interest ; Escrow: Taxes ; Insurance
 - f. "Subject to" existing second loan balance encumbering the Property \$ _____
 Lender: _____ Loan # _____
 Interest Rate _____% Fixed Rate Adjustable Rate
 P&I \$ _____ per month
 - g. Total Purchase Price. approximately exactly \$ 110,000.00

2. Buyer Will Pay: Buyer will pay all closing costs not paid by Sellers Lender in the event a Short Sell Action is approved, which may include: Recording Fees, Intangibles Tax, Credit Reports, Funding Fee, Loan Origination Fee, Document Preparation Fee, Loan Insurance Premium, Loan Discount, Title Insurance Policy, Attorney's Fees, Courier Fees, Overnight Fee, Appraisal Fee, Survey, Transfer Tax, Satisfaction and Recording Fees, Wood Destroying Organism Report and any other costs associated with the funding or closing of this Agreement, Buyer will pay all additional monies. All taxes, rentals, condominium or association fees, monthly mortgage insurance premiums and interest on loans will be prorated as of the date of closing.

3. Payment of Expenses: If Buyer fails to perform, all loan and sale processing and closing costs incurred, whether the same were to be paid by Seller or Buyer will be the responsibility of the Buyer, with costs deducted from binder deposit. If Seller fails to perform, all loan, fee obligations, appraisal, survey, credit report, application, sales processing and closing costs incurred whether the same were to be paid by Seller or Buyer will be the responsibility of Seller; and Buyer will be entitled to the return of the binder deposit. This will include, but not be limited to the transaction not being closed because Seller is unwilling to complete the transaction, or because Seller elects not to pay for the excess amount in paragraph 8 (with respect to repairs) or because Seller cannot deliver marketable title.

4. Prorations: Any accrued loan interest shall be prorated to the date of closing. Seller will assign to Buyer, at no cost to Buyer, Seller's escrow account and property hazard insurance policy, and/or any refunds which may issue, in lieu of proration of all taxes, association fees, monthly hazard insurance premiums, and monthly mortgage insurance premiums as of the date of closing. Seller will bring any escrow shortage current at closing. In the absence of an escrow account, taxes shall be prorated as the date of closing. If this is rental property, rents are to be prorated as of the date of closing and any deposits of any kind or nature are to be transferred to Buyer at closing.

5. Wood Destroying Organism Report: "Wood Destroying Organism" means any arthropod or plant life, which damages a structure. Seller will have property inspected by a State Certified Pest Control Firm, within seven (7) days of this Agreement, to determine whether there is any visible active wood destroying organism infestation or visible existing structural damage from wood destroying organisms to the improvements. Buyer will be informed of either or both of the foregoing and Seller will have seven (7) days from receipt of written notice thereof within which to have all such wood destroying organism damages whether visible or not inspected and estimated by a licensed building or general contractor. Seller will pay costs of treatment and repair of all structural damage up to one percent (1%) of the purchase price. If such costs exceed the amount agreed to be paid by Seller and Seller declines to treat and repair, Buyer will have the option of (a) terminating this Agreement, (b) proceeding with the transaction, in which event Seller will bear costs equal to one percent (1%) of the purchase price.

6. Title Examination, Place and Time for Closing: **A.** If title evidence and survey show Seller is vested with marketable title, subject to permitted title exceptions contained in a national title insurance company commitment at its standard rates (permitted exceptions are for restrictive covenants, leases, survey, current taxes, zoning ordinances and easements of record), the transaction will be closed and the deed and other closing papers delivered on or before Short Sell Approval (+) 30 Days (Closing Date), plus any extensions necessary in order to complete paperwork, unless extended by other conditions of this Agreement or this Agreement is canceled by the Buyer. Buyer shall select closing attorney or title company. **B.** If title evidence or survey reveal any defects which render the title unmarketable, Buyer will have 30 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence (including payment of money) to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed within 30 days after delivery to Buyer of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is unable to convey to Buyer marketable title, Buyer will have the right to

terminate this Agreement, at the same time returning to Seller all title evidence and surveys received from Seller, OR Buyer shall have the right to renegotiate this agreement with Seller and accept such title as Seller may be able to convey, which election will be exercised within 30 days from notice of Seller's inability to cure. Closing attorney or title company will then close upon the modified agreement. Seller agrees to execute a "Notice of Purchase and Sale Agreement" so that the Buyer may protect their interest in the contract herein.

7. Loss or Damage: If the property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and Seller declines to repair or restore, Buyer will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, with Seller paying Buyer in cash any insurance deductible, OR of canceling this Agreement.

8. Property Condition and Inspection: Seller shall deliver the Property in the same condition as they were on the date of this Agreement, normal wear and tear excepted, and they shall be in a clean and ready to occupy condition, except as otherwise specified herein. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except the following: _____

This Agreement is subject to an inspection of the Property and approval by Buyer and/or his associates after acceptance of this Agreement by Seller. If not already on, Seller shall have all utilities on for inspection and shall notify Buyer when they are on. In the event any system, appliance, roof, foundation or structural member, etc., shall be found defective, Buyer shall notify Seller at or prior to closing and Seller shall thereupon remedy the defect forthwith at his sole expense (in which case the time for closing shall be extended as may reasonably be necessary) or, in the event the cost of such repairs shall exceed 5% of the "Total Purchase Price", Seller may elect not to make such repairs and Buyer may elect to renegotiate this Agreement, accepting such amount as Seller may agree to pay, then take the Property in its "AS-IS' condition, OR terminate this Agreement and receive a full refund of all earnest monies hereunder. If Buyer does not approve of the condition of the Property prior to closing, Buyer may terminate this agreement. Seller guarantees that the appliances remaining with the dwelling and the heating, air conditioning, plumbing and electrical systems, where applicable, will be in operating condition at the time of closing.

9. Occupancy: Seller represents that there are no parties in occupancy other than Seller and Buyer will be given occupancy at closing. Any belongings, furniture or fixtures on property after closing shall be considered as abandoned and Buyer shall have the right of disposal of same. Any tenant, if appropriate, shall be terminated and shall have vacated the Property prior to the closing of this Agreement, unless otherwise agreed to by Buyer in writing.

10. Personal Property: Included in the purchase price are all fixed equipment including all window treatments, built-in appliances, refrigerator, floor coverings, stove, air conditioner(s), ceiling fans, attached lighting fixtures, mailbox, fence, storage building, plants, yard ornaments and shrubbery as now installed on the property, and these additional items which will be conveyed by Bill of Sale at the closing: _____

Items specifically excluded from this Agreement: _____

11. Default and Attorney's Fees: If Buyer defaults on this Agreement, all deposits will be retained by the Seller as full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this Agreement. If Seller defaults under this Agreement, the Buyer may seek specific performance or elect to receive the return of the Buyer's binder deposits) without thereby waiving any action for damages resulting from Seller's breach. If Seller refuses to sell for any reason other than those outlined herein, Seller and Buyer herewith agree that this Agreement, and all transaction contemplated hereby, shall be governed by, construed and enforced in accordance with applicable state law. Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the Parties, shall first be submitted to confidential mediation in accordance with the rules, procedures, and protocols for mediation of disputes under applicable state law then in effect upon ten (10) days notice via both certified and regular mail, one party unto the other. If any issues, claims or disputes remain unresolved after mediation concludes, the Parties hereto agree to immediately submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the rules, procedures, and protocols for arbitration of disputes under applicable state law then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the Parties and that all expenses of such mediation and/or arbitration shall be borne by the losing Party and that any judgment upon the award rendered may be entered, after ten (10) days, into any court of competent jurisdiction.

12. Zoning and Restrictions: Seller warrants Property is zoned residential. Should Buyer discover any proposed zoning change unacceptable to Buyer, Buyer may void this Agreement.

13. Maintenance and Access: Until title is delivered, Seller agrees to maintain all heating, sewer, plumbing and electrical systems and any appliances remaining with the Property, and other equipment in normal working order and to keep the roof water tight and to maintain the grounds. Buyer has the right to make repairs, show the Property to prospects, lenders, contractors or partners, and to post signs for sale, rental or rent to own before closing.

14. Purchase Money Note: Seller agrees to take back a Purchase Money Note, as contained in paragraph ID, for the amount of \$ _____ with _____ (_____) payments of \$ _____ each, which include principal and interest, and shall start on _____, 20____. In the event of default, Seller must notify Buyer, in writing by certified mail, of default, and give Buyer 30 days to cure default. This property shall stand as sole security for the Purchase Money Note. Buyer may at any time, without penalty, pay in part or in full the principal balance of the Purchase Money Note owing to Seller. Buyer has the right to substitute like collateral of equal or greater value. Should Seller decide to sell Purchase Money Note, the Buyer shall have the first right of refusal to buy Seller's interest. Any mortgage created by this transaction must include agreed provisions above and be acceptable to Buyer.

15. Survival of Agreement: This Agreement shall survive the closing, execution and delivery of the General Warranty Deed, as agreed herein by the undersigned. Buyer intends to buy, sell, rent or trade for a profit.

16. Assignment: Parties hereto agree that Buyer shall have the right to assign this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, heirs and assigns.

17. Additional Terms, Conditions or Exhibits:

- A. SUBJECT TO BUYERS PARTNER APPROVAL**
- B. BUYER HAS THE RIGHT TO HAVE THE HOUSE INSPECTED BY A CERTIFIED INSPECTOR OR CONTRACTOR AT BUYER'S EXPENSE. IN THE EVENT BUYER IS NOT SATISFIED WITH THE RESULTS, BUYER HAS RIGHT TO TERMINATE THIS AGREEMENT WITH NO FURTHER LIABILITY.**
- C. IF FINAL BALANCE SHOWN BY LENDER'S STATEMENT OF ACCOUNT SHOWS A LOWER PRINCIPAL BALANCE, THEN THE PURCHASE PRICE SHALL BE REDUCED BY THIS AMOUNT. IF THE STATEMENT SHOWS A HIGHER BALANCE, THEN THE CASH DUE FROM BUYER AT CLOSING SHALL BE REDUCED. IF NO CASH IS DUE, THEN THE SELLER AGREES TO PAY ANY SHORTAGE AT CLOSING.**
- E. SELLER GRANTS BUYER THE UNRESTRICTED RIGHT TO EXECUTE, MODIFY AND EDIT A LISTING AGREEMENT TO LIST THE SUBJECT PROPERTY ON THE MULTIPLE LISTING SERVICE (MLS) AT BUYERS SOLD DISCRETION AND CONSULT WITH ANY REAL ESTATE AGENT/BROKER BUYER CHOOSES.**
- F. SELLERS ALLOWS BUYER TO ENTER PREMISE WITH ANY REPRESENTATIVE BUYER CHOOSES INCLUDING BUT NOT LIMITED TO CONTRACTORS, SUBCONTRACTORS, ASSIGNOR'S, ASSIGNEE'S, REAL ESTATE AGENT'S, ATTORNEY'S, CPA, FINANCIAL ADVISORS, ETC.**
- G. BUYER HAS UNRESTRICTED RIGHTS TO TERMINATE THIS CONTRACT AT ANY TIME FOR ANY REASON PRIOR TO THE CLOSING DATE.**

18. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under Colorado law and if not understood, parties should seek competent legal advice. If any signature is faxed or digitally produced it shall have the same legal force and effect as an original ink signature. **TIME IS OF ESSENCE IN THIS AGREEMENT.**

19. Buyer and Seller acknowledge and each represent to the other that no real estate salesperson, broker, or any other third party is entitled to any commission, finder's fee, or any other costs, fees, or thing of value for the procurement of this sale of the property which is represented by this Contract, unless the Property is subject to a Short Sell action.

Signed, sealed on the date herein stated. **Show Seller's name(s) as it appear(s) on existing deed, if available.**

DocuSigned by:
Buyer Signature: Bryan Jensen
E6A3DF0478A4407...

Buyer Printed Name: Bryan Jensen, by and for Austin Home Ventures

Date of Offer: 8/8/2014

DocuSigned by:
Seller Signature: [REDACTED]
577BF6027E68494...

Seller Printed Name: [REDACTED]

Date of Acceptance: 8/8/2014

EXHIBIT 9

PROPERTY REPRESENTATIONS AND DISCLOSURES

____ (“Seller”) hereby makes the following representations and disclosures with respect to the real property known as: _____ (“Property”). These representations and disclosures are made by Seller to Austin Home Ventures, LLC (“Buyer”) in conjunction with that Agreement between Seller and Buyer

I. FORECLOSURE

Seller hereby represents as follows with respect to the current foreclosure status of the Property (initial ONE choice as applicable):

- _____ All mortgage payments ARE current, the Property is NOT currently in foreclosure, and Seller is NOT contemplating the Property going into foreclosure within the next year.
- _____ All mortgage payments ARE current, the Property is NOT currently in foreclosure, but Seller IS contemplating the Property going into foreclosure within the next year.
- _____ Mortgage payments are NOT current, but the Property is NOT yet in foreclosure.
- X The Property IS in foreclosure.

II. METHAMPHETIMINE / DRUG LABORATORY

Seller hereby represents as follows with respect to the use of the Property as a methamphetamine or other drug laboratory (initial ONE choice as applicable):

- X Seller is NOT aware of the Property having been used as a methamphetamine or other drug laboratory; or if the Property was used for such purposes, the Property HAS been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to C.R.S. § 25-18.5-102.
- _____ The Property HAS been used as a methamphetamine or other drug laboratory but HAS NOT been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to C.R.S. § 25-18.5-102.

III. CARBON MONOXIDE DETECTORS – Applicable July 1, 2009

Seller hereby represents as follows with respect to the presence of carbon monoxide detector on the Premises (initial ONE choice as applicable):

- _____ The Seller represents that the Premises DOES have an operational carbon monoxide alarm installed within fifteen feet of the entrance to each room lawfully used for sleeping purposes or in a location as specified in any building code adopted by the state or any local government entity.
- X The Seller represents that the Premises DOES NOT have an operational carbon monoxide alarm installed within fifteen feet of the entrance to each room lawfully used for sleeping purposes or in a location as specified in any building code adopted by the state or any local government entity. Seller hereby represents and warrants that all representations and disclosures contained herein are true and accurate.

Seller consents to the disclosure of all representations and disclosures contained herein to all prospective Buyers of the Property. Buyer has no duty to independently investigate the statements made by Seller herein. The extent of Buyer’s obligation hereunder shall be to convey the representations and disclosures in the form made herein to any and all prospective Buyers of the Property. Buyer, by its signature below, acknowledges that it has received, read, and understands these Property Representations and Disclosures.

DocuSigned by: _____
8/8/2014
Seller _____ Date

DocuSigned by: Bryan Jensen
8/8/2014
E6A3DF0476A4407...
Buyer _____ Date

Seller _____ Date

Buyer _____ Date

Other: _____ Date

Other: _____ Date

EXHIBIT 10

General Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF COLORADO §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO §

THAT THE UNDERSIGNED, [REDACTED], hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt of sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **AUSTIN HOME VENTURES, LLC**, herein referred to as "Grantee", whether on or more, the real property described as follows:

LOT 15 IN COLORADO CENTRE RESIDENTIAL FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO (legal description), more commonly known as: [REDACTED] address)

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of El Paso County, Colorado.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs executors, administrators, successors and/or assigns, against the every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

WAYNE W. WILLIAMS El Paso County, CO
11/05/2014 11:06:59 AM
Doc \$0.00 Page
Rec \$16.00 1 of 2 
 214101848

EXHIBIT 11

14-14214

BINDING AGREEMENT BETWEEN:

- 1. AUSTIN HOME VENTURES, LLC AND/OR ASSIGNS (herein throughout, "Buyer")
- 2. [REDACTED] (herein throughout, "Seller")
 - Concerning the property located at: [REDACTED] (herein throughout "above reference property")
 - Legal Description of Above Reference Property: **LOT 15 IN COLORADO CENTRE RESIDENTIAL FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO**

This document legally binds the above reference parties and property to the following terms:

1. Upon transfer of title, Buyer agrees to compensate Seller for their efforts and coordinating the disposition the above reference property on behalf of the Buyer. Parties understand that the consultation fee will be transferred/cured upon execution, and will not be paid within a reasonable amount of time after the execution of the related General Warranty Deed. The consultation fee shall be allocated solely by the Buyer, to the Seller for the amount of \$300.00 – Three Hundred and NO/100 (written amount).
2. The Seller hereby releases, relinquishes and forever discharges Buyer and Buyers representatives/affiliates, including but not limited to Buyer's title company of choice, title /escrow officer, realtor/real estate agent, attorney, predecessors, successors, assigns, Buyer's appointed agent, business partner, business associate, officers, directors, employees and representatives of and from any and all claims demands, actions or causes of action of any and every kind or character which the Seller may have against said parties arising out of or with respect to the transfer or title and/or the sale/transaction of the above described property, including any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts or the omissions of the parties; and the undersigned do hereby agree indemnify and hold the released parties harmless from any claim or liability arising out of payment by Buyer and/or assigns, to the Seller of the sum.
3. Seller grants Buyer the unrestricted right to terminate this contract/agreement at any time, for any reason by giving notice of termination to Seller. Should termination occur, Buyer will be required to execute, notarize and deliver to Seller a general warranty deed, appointing Seller as Grantee. Said deed shall be recorded at local county clerk and recorder's office at Intermediaries expense, should Seller choose to record the deed.
4. This agreement is not binding until General Warranty Deed is recorded with the county clerk in the respective county by Buyer.
5. In the event that a subsequent purchaser expresses interest in acquiring the above referenced property and requires a closing with a title company, Seller shall pay for incidental(s) and/or required cost(s) including but not limited to survey, owners title insurance, escrow fee, document preparation fee, courier fees, tax certificate fee, tax servicing charge, filing fee, transaction fee real estate service fees (brokerage fees), home warranty program, etc.

X _____
 Signature of Buyer – (Ethan Eaton by and for Austin Home Ventures, LLC) Date

X _____
 Signature of Seller – [REDACTED] 20140328
Date