

Standard Agreement of Sale

This Agreement, made and entered into this 19th day of June 2008, between Discountland, Inc., a California Corporation hereinafter called Seller, and John Doe, a single man hereinafter called Buyer

WITNESSETH, that the Seller, in consideration of the payment be made by the Buyer and the conditions to buy, the real property, situated in the County of KERN

State of California, described as the follows wit:

Legal Description 2.74 Acres +/-

PARCEL 43 OF RECORD OF SURVEY TRACT NO. 4275, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE(S) 121, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN # 275-224-19

for the sum of THIRTEEN THOUSAND EVEN (\$ 13,000.00) Dollars in lawful money of the United States of America, and the Buyer, in consideration of the premises, promises and agrees to pay the Seller the aforesaid sum of money, for all of said real property, as follows, to wit:

TWO HUNDRED EVEN (\$ 200.00) Dollars upon the execution and delivery hereof, the receipt whereof is hereby acknowledged, and the balance of TWELEVE THOUSAND EIGHT HUNDRED EVEN (\$ 12,800.00) Dollars

The Buyer shall pay the principal balance herein in installments, including interest on all unpaid principal from date hereof at the rate of 9% per centum per annum. The first installment of ONE HUNDRED FORTY NINE EVEN (\$ 149.00) Dollars

or more to be paid JULY 19, 2008, and a like amount shall be paid on the same day of each month thereafter until the balance of principal and interest has been paid in full. The amount of the final payment, however, shall be the total of the principal and interest then due. All payments to be made by the Buyer shall be paid with lawful money of the United States of America.

If you are 10 days delinquent on your monthly payment, a late fee will be charged in the amount of TWENTY FIVE EVEN (\$ 25.00) Dollars

The number of years required to complete payment under this contract approximately 11 1/2 years.
Tax estimate \$ 175.00 (Based on taxes for year 07-08).

This agreement is subject to covenants, conditions, restrictions, reservations, easements, rights and/or rights of way and encumbrances of record, affecting said property.

Each party signing this agreement has read the additional conditions and instructions on the reverse side hereof and approves, accepts and agrees to be bound thereby as though the reverse side hereof appeared over their signatures. All parties signing this agreement hereby acknowledge a copy of this agreement.

Attention is drawn to the Disclosure Statement attached hereto and made a part hereof, and buyer acknowledges receipt of a copy of same.

IN WITNESS WHEREOF said parties have executed this agreement as of the day and year first above written

Buyer John Doe

Seller Discountland, Inc.

SSN 123-45-6789

Barry K. Pressman, President

Address 1234 Smith Drive
No Where, CA 92437

Address 2261 Monaco Drive
Oxnard, CA 93035

Phone (818) 555-5555

Phone (805) 985-4942

Email _____

Email discountland@roadrunner.com

FIRST: Possession shall be delivered to the Buyer upon the execution and delivery of this agreement, unless otherwise provided herein.

SECOND: The Buyer shall pay all taxes and assessments from date hereof and assessed and levied against said property hereafter, unless otherwise specified herein. Taxes for the fiscal year ending June 30th following the date of this agreement shall be prorated unless otherwise set forth herein.

THIRD: The Seller on receiving payment of all amounts of money mentioned herein shall execute a grant deed for said property in favor of said Buyer and shall deliver said deed to said Buyer. Property shall be free from taxes, assessments, liens and encumbrances, except such thereof as are set forth herein and such thereof as may be suffered or created hereafter by the Buyer. The Buyer shall pay for said evidence of title unless otherwise set for herein.

FOURTH: Should the Buyer fail to make said payments or any thereof when due or fail to comply with the conditions, covenants and agreements set forth herein, the amounts paid hereon may be retained by the Seller as the consideration for making this agreement and thereupon the Seller shall be released from all obligation in law or equity to convey said property and any occupancy of said property thereafter by said Buyer shall be deemed to be and be a tenancy at the pleasure of the Seller and said Buyer shall never acquire and expressly waives any and all rights or claims of title because of such possession.

FIFTH: Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney fee and all expenses in connection therewith.

SIXTH: The Seller reserves the right to deliver the deed, at any time during the term hereof, and the Buyer, in lieu of the agreement, shall execute and deliver to said Seller, or his nominee, a note for all amounts of money then unpaid and said note shall be secured by a Deed of Trust on said property and said Buyer shall likewise execute and deliver said Deed of Trust concurrently with the delivery of said note.

SEVENTH: The waiver by the Seller of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, successors, and assigns of each of the parties hereto. Time is the essence of this agreement.

EIGHTH: All words used in this agreement, including the words Buyer and Seller, shall be construed to include the plural as well as the singular number of words used herein in the present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter.

NINTH: No representation, agreements or warranties, whether express or implied, not herein expressly set forth have been made by Seller to or with Buyer, and this Contract contains the entire agreement between the parties. Buyer acknowledges that no persons had nor have any authority to make any representations, agreements or warranties, whether express or implied, binding upon Seller not herein expressly set forth, and that, if any such representations or agreements or warranties were made or given and are not herein expressly set forth, each every and all thereof are of no force or effect.

TENTH: It is understood and agreed that said realty has been inspected by the Buyer, or the Buyers duly authorized agent or if such inspection has not been made, the Buyer upon the execution of this agreement does waive the right of such inspection.

ELEVENTH: Buyer and Seller further agree that in the event Seller cancels and forfeits Buyer's rights hereunder as provided under the terms of this agreement, Buyer will, at the option and only upon written demand of Seller, execute in favor of and deliver to Seller a good and sufficient Quit Claim Deed, or any other documents required by Seller for the purpose of divesting any ownership of Buyer in and to the real property described herein. In the event the Buyer fails to deliver the necessary quitclaim deed or related documents because of his default, Seller irrespective of the provision of this Agreement of Sale, shall have the further right to pursue any and all legal remedies that may be available to Seller for the breach of this Agreement together with all resulting damages flowing therefrom.

TWELFTH: Buyer agrees that he will not in any manner assign this agreement or any interest therein or in the said Realty without first obtaining the written consent of Seller, and no transfer of this Agreement, or of any interest therein or in said Realty shall be effective until such written consent has been obtained, but such consent shall not be construed as releasing Buyer from any obligation or agreement herein contained, nor as a representation or agreement by Seller concerning the validity or effect of any transfer so consented to by Seller.

THIRTEENTH: Buyer shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, rights and rights of way relating to or affection said property.

FOURTEENTH: Buyer shall not declare nor attempt to declare a homestead upon nor select said property as a homestead nor record nor attempt to record any declaration of homestead upon said property during the term of this agreement.

FIFTEENTH: All improvements made to or placed on said property by Buyer shall be and become part of said property. Buyer agrees that until payment in full has been made or until Buyer has received written consent from Seller. Buyer will not commit waste or encumber said realty and during the period of this agreement will keep said realty free of all liens and encumbrances of every kind and nature. Buyer agrees to pay and discharge any lien or encumbrance on said realty that Buyer places or permits to be placed on said property within 10 (ten) days after such lien or encumbrance is placed thereon.