

TRUSTEE SALE BIDDING SERVICE AGREEMENT

Monday, May 03, 2010

The UNDERSIGNED John Doe, agree to hire County Records Research to perform the act of bidding on Buyer's behalf at trustee's sales as specified by Buyer on the Request for Bidding Services contract for the purchase of Real Property at Trustee's sale auction.

Buyer hereby authorizes and instructs County Records Research and/or its assigned agents to endorse the certified funds checks Buyer has provided to County Records Research for the sole purpose of purchasing real property from a Trustee at the non-judicial foreclosure sales.

County Records Research and/or its assigned agents will be bidding on specified properties on Buyer's behalf and is authorized by Buyer to bid up to and including the maximum bid authorized by Buyer.

BUYER UNDERSTANDS THAT, TO AVOID ANY CONFLICT OF INTEREST OR APPEARANCE THEREOF, IF COUNTY RECORDS RESEARCH IS AUTHORIZED TO BID ON THE SAME PROPERTY BY MULTIPLE CLIENTS THAT COUNTY RECORDS RESEARCH WILL ONLY REPRESENT THAT CLIENT THAT HAS AUTHORIZED THE HIGHEST BID AMOUNT (WITH FUNDS AVAILABLE FOR SAID BID) AND WILL ATTEMPT TO ACQUIRE THE PROPERTY FOR THAT CLIENT AT THE LOWEST POSSIBLE ACQUISITION PRICE. IN CASES WHERE MULTIPLE CLIENTS AUTHORIZE EQUAL BIDS, COUNTY RECORDS RESEARCH WILL REPRESENT THAT CLIENT(WITH FUNDS AVAILABLE FOR SAID BID) THAT FIRST REQUESTED THEIR BID.

County Records Research will maintain the confidentiality of this agreement and will not discuss the purchase terms with any other interested parties.

The Fee charged by County Records Research to represent Buyer is \$2,900 for each successful purchase. Upon notification of successful purchase, Buyer will deposit or cause to be deposited forthwith with County Records Research payment in full for said Fee, and understands and agrees that the Trustee's Deed Upon Sale may be held by County Records Research until said payment(s) has been deposited.

If a bid request is not successful, or the sale has been cancelled, certified funds will be returned in full to Buyer upon Buyer's request. If a sale is postponed, County Records Research and/or its authorized agents will continue to hold said funds until the sale has been either cancelled or a sale has been conducted. Buyer may cancel and/or modify bid instruction up to 1 hour before a scheduled sale. Buyer instructions to bid on property remain in effect until new sale date or until bid request is cancelled by Buyer. At all times, it is the Buyers responsibility to provide funds to County Records Research to cover any and all bid requests.

Buyer agrees to indemnify and hold harmless County Records Research from and against all costs, damages, attorney's fees, expenses, obligations and liabilities of any kind which are incurred or may be incurred or sustained by reason of any act of omission or commission on the part of others due to County Records Research and/or its authorized agents following Buyers specific instruction for the bidding process and ultimate purchase of the property at the Trustee Sale or the failure of County Records Research and/or its authorized agents to be the successful bidder at the scheduled sale for any reason including but not limited to not attending scheduled sale . County Records Research and/or its authorized agents will make every effort to successfully purchase all selected properties and again no fee is owed to County Records Research until there is a successful purchase.

Buyer agrees to provide legal representation for County Records Research, if necessary, to protect any interests of County Records Research Inc. due to the completion of said instructions.

Buyer agrees and understands that all properties purchased at trustee sale are purchased "as is" with no warranties as to the property's physical condition and that all sales are final with no right to rescind the purchase. Buyer understand that County Records Research does not warrant or guarantee any aspect of the property referenced for purchase including but not limited to the property condition, delinquent property tax status, current ownership, clear title, lien position, number of liens against the property, specific zoning or building limitations, involuntary lien attachment, or any other aspect of the transaction. Buyer accepts full responsibility for researching all aspects of the title histories and current title status on properties set forth to be purchased and in no way holds County Records Research responsible for any act of research.

All questions pertaining to the validity, interpretation and administration of this agreement shall be determined in

accordance with the laws of California, the state in which this agreement is executed. If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

The proper, exclusive, and only venue for any legal proceeding relating to this contract will lie in the judicial district where the offices of County Records Research are located.

Agreed to on: 5/3/2010 11:05:58 AM

John Doe