

EXAMPLE DOCUMENTS

HOW TO USE EXAMPLE DOCUMENTS

SPECIAL UPGRADE OFFER

HOW TO USE EXAMPLE DOCUMENTS

We provide an example for each type of document which you can prepare. We suggest that you look at the example before you prepare any document. The example will assist you in understanding the prompts that you will see when you build the document.

You will note that the documents contain terms that are underlined. These are terms defined in our glossary. By placing your cursor on any underlined term and then clicking your left mouse button, you can see its definition. For example:

The holder of the note

If you place your cursor on the term "holder" and click, you will be able to pop up the definition of that term.

In our examples we have single spaced between paragraphs. In the actual documents, additional lines will be allowed for signatures or places where you may enter a number by hand (for example, wills usually have a place for the testator to indicate in their own handwriting the number of pages, as a cross check of the number and authenticity of the page count).

SPECIAL UPGRADE OFFER

This program provides 100 legal forms. The Windows Law Library Professional Edition is available to all purchasers of the Cosmi Windows Attorney for \$49--- a 50% saving from the retail price of \$99. The Windows Law Library contains a total of 700 forms, and a library of statutes and information including:

- Taxpayers Bill of Rights
- Uniform Commercial Code (state adopted version)
- Uniform Partnership and Limited Partnership Act (state adopted version)
- U.S. Constitution
- Model Penal Code (state adopted version)
- Mail order rights
- Credit card billing rights

and much more.

The program contains an upgrade order form, or you may call *24 hours daily* 1-800-278-4660. Please ask for the "Windows Law Library." Join many lawyers, para-legals, banks, insurance companies and others who have the most comprehensive library of menu driven forms and information available today!

See also:

CATEGORY 1: ESTATE PLANNING

CATEGORY 2: REAL ESTATE

CATEGORY 3: BORROWING AND LENDING

CATEGORY 4: PERSONAL PROPERTY

AUTOMOBILES

CATEGORY 5-- BUSINESS

CATEGORY 6: POWERS OF ATTORNEY AND LIVING WILLS

CATEGORY 1: ESTATE PLANNING

LIVING TRUSTS

REVOCAION OF LIVING TRUST

EXAMPLE SIMPLE WILL

WILL- 2 BENEFICIARIES- UNEQUAL SHARES

REVOCAION OF WILLS AND CODICILS

ADVANCEMENT AGREEMENT

CODICILS

CAVEAT

NUNCUPATIVE WILL

DESIGNATION OF PREFERENCE OF GUARDIAN FOR CHILDREN

LIVING TRUSTS

Popularized by the infamous "How to Avoid Probate" books, Living Trusts are a type of estate planning which have become quite popular for many reasons. Although touted as a substitute for traditional wills, a living trust also requires a pour over will. A pour over will bequeaths any assets which have not been conveyed to the living trust, into the trust estate.

Virtually all living trusts are "revocable" which means that the terms can be changed during the life time of the settlor. Irrevocable trusts create extensive tax consequences and are not suitable for regular estate planning. The trusts provided in Cosmi's Windows Attorney are revocable.

Living trust-- standard revocable

REVOCABLE TRUST

Jerome Jerrold, referred to herein as SETTLOR, and Keisha Kettle, referred to herein as TRUSTEE, (the singular term "TRUSTEE" shall refer to multiple TRUSTEES if multiple TRUSTEES are appointed) in consideration of the covenants and undertakings herein agree:

ARTICLE I

CONVEYANCE OF PROPERTY TO THE TRUSTEE

SETTLOR herewith assigns and conveys to the TRUSTEE, the property described in Exhibit "1" hereto. All of said property, together with any income, accessions and additions herein, shall be held by the TRUSTEE in trust for the purposes set forth in this revocable living trust.

ARTICLE II

REVOCATION

SETTLOR hereby reserves the right to revoke this trust at any time, by written instrument. Revocation shall be effective upon mailing or delivery to the TRUSTEE of a notice of revocation.

TRUSTEE may resign upon 30 days prior written notice to the SETTLOR. For purposes of this agreement, notices shall be delivered as follows:

TO SETTLOR

123 4th Street

Suite 405

Macon, Louisiana

TO TRUSTEE

456 7th Avenue

Suite 32

Baton Rouge, Louisiana

ARTICLE III

SUCCESSORS TO THE TRUSTEE

ADDITIONAL TRUSTEES

The SETTLOR during his lifetime may from time to time add additional TRUSTEES by notice to the then existing TRUSTEES. In the event there are multiple TRUSTEES, the majority shall in any matter in which the TRUSTEES disagree control. In the event that the TRUSTEES are evenly divided in the actions to be

taken, the TRUSTEE with the longest tenure of service shall cast an additional vote to determine the matter.

In the event that any TRUSTEE resigns or is unwilling or incapable of acting, during the SETTLOR's lifetime, the SETTLOR shall name additional or replacement TRUSTEES. After the SETTLOR'S death, Mercy Madison shall name the replacements for any TRUSTEES who resign or are unwilling or incapable of acting. If Mercy Madison is unwilling or incapable of acting, Nick Neminime shall name the same. In the event that Nick Neminime shall be unwilling or incapable of acting, the Court having jurisdiction over estates and trusts, located in Olustee County, State of Louisiana shall name the successor TRUSTEES.

ARTICLE IV

WITHDRAWALS BY SETTLOR

The SETTLOR may from time to time withdraw any portion of the corpus of the trust (whether capital or interest) by written notice to the TRUSTEE. The TRUSTEE shall be acquitted of all further responsibility for any assets so delivered upon receipt by the SETTLOR.

ARTICLE V

POWERS OF THE TRUSTEE

The TRUSTEE shall have the power to do all acts, institute all proceedings and exercise all rights, powers and privileges that an absolute owner of the trust property would have, subject always to the discharge of trustee's fiduciary responsibilities.

I further direct that the TRUSTEE shall act without bond. Further, this TRUST shall be administered without the necessity for an administration thereof to be through the court system.

No entity dealing with the TRUSTEE shall be required to investigate or to confirm the TRUSTEE's authority to enter into any transaction or to administer the application of the proceeds of any transaction.

ARTICLE VI

COMPENSATION OF TRUSTEE

If the TRUSTEE is an individual, then the TRUSTEE shall serve without compensation, but with reimbursement for reasonable and ordinary expenses. Nevertheless, the TRUSTEE if an attorney shall be entitled to compensation for legal services rendered to the trust, or if an accountant, for accounting services rendered to the trust.

If the TRUSTEE is a corporation or banking entity, it shall be entitled to customary, reasonable and ordinary charges and expenses incurred in rendering services to the estate.

ARTICLE VI

DISPOSITION OF TRUST PROCEEDS

After paying the necessary expenses incurred in the management and investment of the trust estate, including compensation as provided for herein, the TRUSTEE shall accumulate the same during the lifetime of the SETTLOR.

After SETTLOR'S death the TRUSTEE shall distribute the net income of the TRUST the following manner:

Please see exhibit 2

Should any beneficiary named above die, the TRUSTEE shall distribute the net income to the lineal descendants of the beneficiary. If any beneficiary dies and is not survived by lineal descendants, the

distributions from the TRUST shall be adjusted to pro-rata increase all other shares.

ARTICLE VII

INVASION OF PRINCIPAL

After SETTLOR's death, the TRUSTEE may apply so much of the principal of the trust for the use of the beneficiaries at such time or times as in trustee's discretion TRUSTEE may deem advisable for their health, education, support and maintenance. Any amounts so applied to the use of any beneficiary shall be charged against, or deducted from, the principal of any share then or thereafter set apart for said beneficiary.

ARTICLE VIII

NON-ASSIGNABILITY OF THE TRUST PROCEEDS

The interest of the beneficiaries of this trust shall not be assignable, and beneficiaries shall not have the right to pledge, assign, convey, or otherwise transfer, lien or encumber any portion of the income or principal of the trust. All payments provided for by the beneficiaries herein shall be made directly to them or their guardians as is provided herein.

ARTICLE VIII

DISTRIBUTIONS TO MINOR OR INCOMPETENT BENEFICIARIES

The TRUSTEE in his discretion may make payments of income or principal to any minor or incompetent beneficiary by paying the same to the minor or incompetent's guardian, or to the person having control over the minor or incompetent, or by direct expenditure for the benefit of the minor or incompetent. However, the TRUSTEE may also pay an allowance in such amount as he may fit from time to time to the minor or incompetent. Further, in the discretion of the TRUSTEE the distributions for a minor or incompetent beneficiary may be accumulated and shall thereupon be paid to the minor or incompetent upon their disability being removed. Any payment under this Section shall operate as a full discharge of the TRUSTEE as to such payment.

ARTICLE VIII

ACCOUNTINGS

The TRUSTEE shall, after the death of the SETTLOR provide a semiannual accounting to all competent, adult beneficiaries detailing the transactions, if any, of the trust. The same shall not be required to be audited, although the TRUSTEE may, in his sole discretion, may cause an audit to be performed from time to time.

ARTICLE IX

LIQUIDATION OF TRUST

If at any time the total of the principal and income of the trust is less than \$ 500,000.00, the TRUSTEE, may in his absolute discretion, close out the trust by paying the proportionate shares of each beneficiary to them. The TRUSTEE shall at that time deliver a final accounting to each beneficiary. Upon payment, the TRUSTEE shall be discharged from all further duties.

SECTION X

PERPETUITIES SAVINGS CLAUSE

Notwithstanding anything to the contrary herein contained, the trust created by this agreement shall cease and terminate as is provided in Section IX, 21 years after the death of the last survivor of trustors and all

issue of trustors living at the date of this agreement.

SECTION XI

DISTRIBUTION OF DIVISION IN KIND

On any distribution from the trust, whether it be an ordinary distribution or one of principal, or a final distribution, the TRUSTEE may apportion and allocate the assets of the trust estate in cash and partly in kind, in TRUSTEE's discretion. The valuation, whether based on an appraisal, or not, made by the TRUSTEE shall be binding on the beneficiaries.

SECTION XII

LITIGATION OR COMPROMISE OF CLAIMS

The TRUSTEE may compromise, or abandon, at TRUSTEE's option any claim or claim against the trust, or subject the same to arbitration. Or, the TRUSTEE, in his absolute discretion, may litigate any claim in favor of or against the estate.

SECTION XIII

NOTICE OF EVENTS

Until the TRUSTEE receives notice of any death, birth, marriage, or other event on which the right to receive distributions is based, the TRUSTEE shall incur no liability for any disbursements or distributions made in good faith. This clause shall not prevent the TRUSTEE from seeking restitution of any payments made in error in his discretion.

SECTION XIV

DEFINITIONS- GOVERNING LAW

The words "child", "children", "descendants" and "issue" shall include children legally adopted and the lawful descendants of such adoptees.

This trust shall be governed by the laws of Louisiana.

SECTION XV

SEVERABILITY

If any provision herein are found by a court of competent jurisdiction to be invalid, the remainder shall govern.

Dated: _____

Jerome Jerrold

STATE OF Louisiana

COUNTY OF OluStee

Jerome Jerrold, being duly sworn states that they executed this instrument for the purposes stated herein.

Notary Public

My Commission Expires: _____

REVOCATION OF LIVING TRUST

This is a short and sweet revocation of a living trust.

WHEREAS, on July 1, 1995, I, Oscar Orifant, executed a living trust, and,

WHEREAS, in said trust I reserved a right of revocation, I now hereby revoke the same.

Dated: _____

Oscar Orifant

STATE OF Arkansas

COUNTY OF Pansy

Oscar Orifant, being duly sworn states that they executed this instrument for the purposes stated herein.

Notary Public

My Commission Expires: _____

EXAMPLE SIMPLE WILL

This program contains many types of simple wills. They are referred to as "simple" because they make a disposition in bulk of the assets without "complex" clauses like forgiveness of debts, life estate gifts, or the other types of clauses which are included in a "complex will." If your will requires one of these clauses, are contained in complex wills.

LAST WILL AND TESTAMENT OF Simpson J. Katz

I.

I, Simpson J. Katz, residing at Las Vegas, Nevada, being of sound mind and in the contemplation of the certainty of death, do hereby declare this instrument to be my last will and testament.

II.

I hereby revoke all previous wills and codicils.

III.

I direct that the disposition of my remains be as follows:

cremation

IV.

I give all the rest and residue of my estate to my spouse, Rena H. Katz, should they survive me for 60 days. If my spouse, Rena H. Katz, does not survive me, I give all the rest and residue of my estate to Thomas Katz. If neither Rena H. Katz nor Thomas Katz, survives me, I give all the rest and residue of my estate to my heirs as determined by the laws of the State of Nevada, relating to descent and distribution.

V.

I appoint Raymond Smith, to act as the executor of this will, to serve without bond. Should Raymond Smith be unable or unwilling to serve, then I appoint Rosemary Wilson to act as the executor of this will.

I herewith affix my signature to this will on this the _____ day of _____, 19__ at Las Vegas, Nevada,, in the presence of the following witnesses, who witnessed and subscribed this will at my request, and in my presence.

ATTESTATION CLAUSE

On the date above written, Simpson Katz, well known to us declared to us, and in our presence, that this instrument, consisting of _____ pages, is his last will and testament, and Simpson Katz, then signed this instrument in our presence, and at Simpson Katz's request we now sign this will as witnesses in each other's presence. Further that Simpson Katz, appeared to us to be of sound mind and lawful age, and under no undue influence.

Witness:

Address: _____

Witness:

Address: _____

Witness:

Address: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority authorized to take acknowledgments and administer oaths, personally appeared:

Simpson Katz _____

who after being having duly sworn or affirmed to tell the truth, stated:

1. That Simpson Katz declared this instrument to be his last will and testament to the witnesses.
2. That Simpson Katz signed this instrument in their presence.
3. That the witnesses signed as witnesses in the presence of Simpson Katz and each other.
4. That Simpson Katz is well known to the witnesses, and the witnesses believe Simpson Katz to be of lawful age, of sound mind and under no undue influence or constraint.

Officer

Title of Officer: _____

My Commission Expires: _____

WILL- 2 BENEFICIARIES- UNEQUAL SHARES

Here is a sample will providing for unequal shares to be given to the beneficiaries.

LAST WILL AND TESTAMENT OF

TESSIE TESTATOR

I.

I, TESSIE TESTATOR, residing at JUNEAU ALASKA, being of sound mind and in the contemplation of the certainty of death, do hereby declare this instrument to be my last will and testament.

II.

I hereby revoke all previous wills and codicils.

III.

I direct that the disposition of my remains be as follows:

BURIAL BY ENFREEZEMENT

IV.

I give all the rest and residue of my estate as follows:

To APRIL MAE JUNE: 45% per cent of my estate

To AUGUST S. OKTOBER: 55% per cent of my estate

If none of my designated beneficiaries survives me, I give all the rest and residue of my estate to POPPY CAMELLIA. If none of my stated beneficiaries survives me, I give all the rest and residue of my estate to my heirs as determined by the laws of the State of WASHINGTON, relating to descent and distribution.

V.

I appoint EFFIE EXECUTRIX, to act as the executor of this will, to serve without bond. Should EFFIE EXECUTRIX be unable or unwilling to serve, then I appoint ALISON ALTERNATEEXECUTOR to act as the executor of this will.

I herewith affix my signature to this will on this the _____ day of _____, 19__ at _____, in the presence of the following witnesses, who witnessed and subscribed this will at my request, and in my presence.

ATTESTATION CLAUSE

On the date above written, TESSIE TESTATOR, well known to us declared to us, and in our presence, that this instrument, consisting of ____ pages, is her last will and testament, and TESSIE TESTATOR, then signed this instrument in our presence, and at TESSIE TESTATOR's request we now sign this will as witnesses in each other's presence. Further that TESSIE TESTATOR, appeared to us to be of sound mind and lawful age, and under no undue influence.

Witness:

Address: _____

Witness:

Address: _____

Witness:

Address: _____

STATE OF WASHINGTON

COUNTY OF LAKOTA

Before me, the undersigned authority authorized to take acknowledgments and administer oaths, personally appeared:

TESSIE TESTATOR

who after being having duly sworn or affirmed to tell the truth, stated:

1. That TESSIE TESTATOR declared this instrument to be her last will and testament to the witnesses.
2. That TESSIE TESTATOR signed this instrument in their presence.
3. That the witnesses signed as witnesses in the presence of TESSIE TESTATOR and each other.
4. That TESSIE TESTATOR is well known to the witnesses, and the witnesses believe TESSIE TESTATOR to be of lawful age, of sound mind and under no undue influence or constraint.

Officer

Title of Officer: _____

My Commission Expires: _____

REVOCATION OF WILLS AND CODICILS

A simple but effective form.

REVOCATION OF WILLS- CODICILS

I, Ignatius Loyola, herewith revoke all previous wills and codicils.

Dated: _____

Ignatius Loyola

We, the undersigned, witnessed the execution of this document by Ignatius Loyola, and Ignatius Loyola expressed to us that this document expressed his desires.

_____ Dated: _____

_____ Dated: _____

ADVANCEMENT AGREEMENT

Under general probate law, gifts made during a person's lifetime are not deducted from what heirs receive from their estate. However, in the event of a written record indicating that the testator wanted the gifts to count against the inheritance, it is deducted. We provide an advancement agreement which is signed by both parties (helps make this clear.) We do not provide for interest to be added to the value of the advancement.

AGREEMENT REGARDING ADVANCEMENT

Fred Smith, referred to as TESTATOR, and John Example, referred to as HEIR, agree:

TESTATOR has on this date made a gift to the HEIR totaling \$1000.00 (one thousand & no/100 dollars). The total value of advancements made to the HEIR equal \$2000.00 (two thousand & no/100 dollars).

The value of the advancements made to date, as well as any advancements which may be made in the future, shall be deducted from the amount left to the HEIR under the last will and testament of the TESTATOR. Nothing herein shall require that the TESTATOR not modify his will. TESTATOR reserves the right to exclude HEIR from any future wills or codicils.

Dated: _____

Fred Smith

John Example

CODICILS

This program prepares several types of codicils. All of them follow the same general format.

CODICIL- CHANGE EXECUTOR

CODICIL

WHEREAS, on January 3, 1994, I, Polly Simon, executed my last will and testament, and;

WHEREAS, I designated Terence Stamp to act as the executor of the estate, and,

WHEREAS, I desire to change the executor;

I NOW PUBLISH THIS CODICIL to my last will and testament of January 3, 1994:

I reaffirm all parts and exhibits of said will, except that, I:

Designate Donna Walker to act as the executor of my estate, and if Donna Walker is unable to serve, I designate Randy Redwood to act in the place of Donna Walker. My executor shall serve without bond.

Dated: May 25, 1995

Polly Simon, TESTATOR

I herewith affix my signature to this codicil on this the _____ day of _____, 19__ at _____, in the presence of the following witnesses, who witnessed and subscribed this codicil at my request, and in my presence.

ATTESTATION CLAUSE

On the date above written, Polly Simon, well known to us declared to us, and in our presence, that this instrument, consisting of _____ pages, is a codicil to their last will and testament, and Polly Simon, then signed this instrument in our presence, and at Polly Simon's request we now sign this codicil as witnesses in each other's presence. Further that Polly Simon, appeared to us to be of sound mind and lawful age, and under no undue influence.

Witness:

_____ Address:

Witness:

Address: _____

Witness:

Address: _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority authorized to take acknowledgments and administer oaths, personally appeared:

Polly Simon _____

who after being having duly sworn or affirmed to tell the truth, stated:

1. That Polly Simon declared this instrument to be a codicil to her last will and testament to the witnesses.
2. That Polly Simon signed this instrument in their presence.
3. That the witnesses signed as witnesses in the presence of Polly Simon and each other.
4. That Polly Simon is well known to the witnesses, and the witnesses believe Polly Simon to be of lawful age, of sound mind and under no undue influence or constraint.

_____ Officer

Title of Officer: _____

My Commission Expires: _____

CAVEAT

A caveat is a request for notice if an estate is filed. Court clerks may have forms which you can use; however, this form will also suffice.

REQUEST FOR NOTICE OF FILING OF ESTATE OR PROBATE PROCEEDINGS (CAVEAT)

RACHEL REQUESTOR requests that the Clerk of this Court advise the undersigned if any estate proceeding is filed regarding SEYMOUR SUBJECT.

This notice should be sent to:

RACHEL REQUESTOR

1234 56TH AVENUE NORTH

HOLLYWOOD, CALIFORNIA 90026

Dated: _____

NUNCUPATIVE WILL

A nuncupative will is a verbal will later reduced to writing. These wills are not recognized in most states, and are only available to those in immediate danger of death. In addition, these wills usually can only pass personal belongings or items of low value.

NUNCUPATIVE WILL

STATE OF Massachussetts)

COUNTY OF Lollapalooza)

Walter W. Witness, being first duly sworn to tell the truth, states:

That affiant resides at: 1234 56th Avenue North

That on September 21, 1993, Tallulah T. Testator died, and at that time was 55 years of age.

That on September 19, 1993, TESTATOR, being in contemplation of imminent death due to terminal diagnosis, and in the opinion of the WITNESS possessing testamentary capacity, at approximately 5 pm, made the following dispositions of assets before Walter W. Witness and Nancy N. Nightnurse, Amy A. Attendant:

her personal belongings should be given to her sister, Timorous T. Testator

That the substance of the disposition was reduced to writing on September 20, 1993 by Thomas T. Transcriptionist.

FURTHER AFFIANT SAYS NOT.

Walter W. Witness

Sworn to and subscribed before me on _____.

My commission expires:

DESIGNATION OF PREFERENCE OF GUARDIAN FOR CHILDREN

This form is used to designate the parents' preferences for guardians of their children.

Whereas, Charlotte Barker-Atwell and Kenneth Atwell, are the parent and natural guardians of the following child(ren):

Alison, Bryan, and Chester

I designate Doreen Atwell of Chattanooga, Tennessee to act as guardian of the minor child(ren) stated above upon my incapacity to so act.

Should Doreen Atwell be unable or unwilling to serve, I nominate Louise Barker of Jackson, Mississippi to act as the guardian of the minor children in the place of Doreen Atwell.

Upon my disability, the designated guardian shall have the following authority:

- a) residential custody of the minor child(ren);
- b) to approve medical treatment of any kind or type or to disapprove the same within the bounds of the law;
- c) to designate schooling for the minor children, and access to any and all of their educational records;
- d) to generally act in loco parentis.

In the event that I am the custodian of any property for the minor children under the Uniform Transfer to Minor's Act, or the Uniform Gifts to Minors Act or similar statute, I designate the guardian or successor guardian to act as custodian for all such custodial property.

In the event that formal legal proceedings are commenced to establish a guardian for the child, it is my desire that the guardians mentioned herein have priority in appointment.

The failure to list an individual as a guardian or successor guardian is intentional.

Dated: _____

Principal(s)

STATE OF Alabama

COUNTY OF Westchester

Before me, the undersigned authority personally appeared the above signatory (signatories) who acknowledged to me execution of this durable power of attorney.

CATEGORY 2: REAL ESTATE

The Windows Attorney contains many real estate related forms. Many of the bonus forms provided are related to residential real estate leasing.

See also:

LEASE - WITH SERVICES

UNIFORM QUIT CLAIM DEED

OFFER TO PURCHASE REAL ESTATE

ESCROW AGREEMENT

"LETTER OF CONTRIBUTION" TO DOWN PAYMENT

NOTICE TO QUIT OR PAY RENT

CONTRACT AGREEMENT, SMALL JOB

CONTRACTING AGREEMENT, LARGER JOB

SATISFACTION OF MECHANIC'S LIEN

PROPERTY PROOF OF LOSS

LEASE - WITH SERVICES

A landlord may decide that it is better to get the tenants to do some of the work around the property rather than pay for the work.

This lease provides for services to be performed by the tenant.

RESIDENTIAL LEASE

John Doe, referred to as LANDLORD, and Fred Roe, referred to as TENANT, agree:

LANDLORD hereby leases to TENANT the premises described as follows:

Apartment 1A, 123 45th St., Example City, State

This Lease shall commence on 9/1/94 and terminate on 9/1/95, unless otherwise terminated.

TENANT shall pay LANDLORD a total rental of \$6000.00 (six thousand & no/100 dollars) during said term, in monthly payments of \$500.00 (five hundred & no/100 dollars), each, payable monthly in advance. In addition, the TENANT shall provide the following services to the LANDLORD on the scheduled stated:

Mowing the grass and pest control

A credit towards the rental of \$125.00 (one hundred twenty five & no/100 dollars) shall be given in each month in which the TENANT performs such services in a workmanlike manner. In the event that the services are not provided, the TENANT will be required to pay the rental specified. The LANDLORD may terminate the right of the TENANT to receive such credits in the event that the TENANT does not perform the services in any month by written notice. Upon the delivery of such notice the TENANT shall either vacate the premises or remain and pay the rental in cash.

The following utilities are provided by LANDLORD:

none

TENANT further agrees that:

Upon the expiration of the lease TENANT will return possession of the leased premises in its present condition, reasonable wear and tear, and fire casualty excepted. TENANT shall commit no waste to the leased premises.

TENANT shall not assign or sub-let or allow any other person to occupy the leased premises without LANDLORD's prior written consent.

TENANT shall not make any material or structural alterations to the leased premises without LANDLORD's prior written consent.

TENANT shall comply with all building, zoning and health codes and other applicable laws for said leased premises.

The premises shall solely be used for residential purposes.

In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, LANDLORD shall have full rights to terminate this Lease in accordance with state law and re-enter and claim possession of the leased premises, in addition to such other remedies available to LANDLORD arising from said breach.

Additional Lease terms:

NONE

LANDLORD

TENANT

UNIFORM QUIT CLAIM DEED

This provides a form of quit claim deed which is acceptable for any purpose that a quit claim deed may be needed. Note the use of "see exhibit 1" rather than typing out the legal description.

QUIT CLAIM DEED

The GRANTOR, Giselle Grantor, for and in consideration of \$ 12,345.67 (twelve thousand three hundred forty five & 67/100 dollars) in hand paid, conveys and quit claims to Buster Buyerperson, GRANTEE, the right, title and interest, if any, which GRANTOR may have in the following described real estate:

(see exhibit 1)

_____ day of _____, 19_____.

Giselle Grantor

STATE OF _____, COUNTY OF _____

On this day personally appeared, before me Giselle Grantor, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal on this _____,
_____, 19_____.

My Commission Expires:

OFFER TO PURCHASE REAL ESTATE

Prepares a complete offer to purchase. Upon acceptance by the seller this is a full contract for purchase of property.

OFFER TO PURCHASE REAL ESTATE

To: Hazel Pethig 123 45th Street Suite 106 Gulfport, Mississippi

George Bayner, referred to herein as BUYER, offers to purchase the following described real estate from Hazel Pethig, referred to herein as SELLER, upon the terms and conditions stated herein.

This offer shall expire unless accepted by 5:00 p.m. on July 31, 1994. SELLER shall signify acceptance by executing the attached form of acceptance.

The gross purchase price shall be \$ 12345.67 (twelve thousand three hundred forty five & 67/100 dollars). The legal description of the property is:

see attached exhibit 1

To be paid upon the following terms:

\$ 5000 (five thousand & no/100 Dollars), to be paid at closing.

The buyer shall assume and agree to pay the following existing mortgages upon the property. The unpaid principal balance of these mortgages shall be a credit towards the purchase price:

none

At least 5 business days before closing, SELLER shall provide to BUYER estoppel letters providing the balance, assumability and current good standing of the above stated mortgage(s).

The BUYER shall execute a new purchase money mortgage to SELLER, in the principal amount of \$ 8345.67, (eight thousand three hundred forty five & 67/100 dollars) payable as follows:

Interest at the rate of: 12 percent Payment schedule: Monthly

Said mortgage shall have the following priority: First lien

This offer is conditioned upon BUYER obtaining loan approval at least 30 days prior to closing of this transaction, of a mortgage loan as follows:

Principal amount: \$ 8345.67 (eight thousand three hundred forty five & 67/100 Dollars)

Loan term: Sixty months

Maximum interest rate as APR under regulation Z: 9 percent

Maximum points to be paid by BUYER: 3

Maximum application fee: 20

BUYER shall make a mortgage loan application within 3 working days of the acceptance of this offer, and should the BUYER's loan application be denied, the BUYER shall have the option, within 2 business days to rescind this transaction. If BUYER elects to rescind the transaction, BUYER shall receive any deposits made from SELLER.

The closing will be held within 30 days days of the acceptance of this offer to the SELLER, but in no event in less than 20 days days from the notice. The SELLER shall convey to the owner by warranty deed the property herein, and the title thereto shall be merchantable. Within 30 days of acceptance, the SELLER shall provide a binder for title insurance in the principal amount of the purchase price. The title

shall be free and clear of any encumbrances other than those, if any, to be assumed by the BUYER at closing. Should any defects in the title, the SELLER shall have 60 days to clear the same. If the SELLER is unable to do so, BUYER shall have the option of closing or rescinding this contract. Should BUYER rescind the contract, then the SELLER shall refund as liquidated damages, and not a penalty, the funds paid for the option to BUYER.

The BUYER may at its expense obtain a current survey of the property. Should the survey indicate encroachments, then the SELLER shall remedy the same within 60 days. Should SELLER fail to clear such encroachments, then the BUYER shall have the option of closing or rescinding this contract. Should BUYER rescind the contract, then the SELLER shall refund as liquidated damages, and not a penalty, the funds paid for the option to BUYER.

The SELLER shall maintain the property and all improvements in the same condition as that which exists on the date of acceptance of this agreement, and shall deliver the same to the BUYER in the same condition, ordinary wear and tear excepted.

At closing, SELLER shall provide a report from a licensed entomologist certifying the absence of termites and other wood destroying organisms. Should the report show the active presence of any wood destroying organisms, and the BUYER shall have the following options:

- a) if the damage and cost of treatment is less than 10% of the purchase price, the BUYER may withhold this sum and close, and the same shall be a credit on the sums due at closing;
- b) if the damage exceeds 10% the BUYER may agree to an extension of closing for 90 days to allow SELLER to repair the same at its expense, or, the BUYER may refuse to close, and shall have the sums paid for the option fully refunded by SELLER.

During the period between exercise of the option by the buyer and the closing the premises shall be adequately insured for fire and other perils.

The following closing costs will be paid by SELLER: title insurance, survey fee

The following closing costs will be paid by BUYER: coffee and doughnuts

The parties hereto acknowledge that Kathy Every, a licensed real estate broker/salesman was the procuring broker herein.

Should the premises or any portion thereof be leased, SELLER shall provide to the BUYER either a copy of and any all leases in effect, or, should there be any tenants in possession without current written leases, the SELLER shall provide estoppel letters at least 5 days prior to closing stating that there is no lease and the duration of any verbal lease, and the terms of the verbal lease.

All taxes for the current year, escrows on mortgages assumed by the BUYER, prepaid insurance on policies assumed by BUYER, homeowners association dues, shall be prorated between the parties as of the date of closing.

At the time of closing SELLER shall provide an affidavit to BUYER that either:

- a) there have been no improvements made which would subject the property to the filing of mechanic's, materialman, labor or other such liens; or
- b) that there were improvements made to the subject property and all persons having the right under law to lien the property were paid or lien waivers obtained.

The SELLER represents to the BUYER that the present use of the property is lawful and complies with all zoning, governmental regulations and restrictive covenants and other similar contracts in effect.

Dated: _____

George Baynor, BUYER/OFFEROR

ACCEPTANCE OF OFFER

I hereby accept the offer set forth above.

Dated: _____

Hazel Pethig, SELLER/OFFEREE

Witnesses as to Seller's acceptance:

ESCROW AGREEMENT

An agreement which can be used to create an escrow for real estate or other transactions.

ESCROW AGREEMENT AND INSTRUCTIONS

Susan Craft and Rick Washington, referred to herein as "PRINCIPALS" herewith request that Sample Title and Escrow Company, referred to herein as "ESCROW AGENT" establish an escrow of the following described items, and dispose of them as is provided herein.

PRINCIPALS herewith deliver the following items to be held by ESCROW AGENT:

\$5000 cash

Any cash funds or cash proceeds shall be deposited by the ESCROW AGENT in an interest bearing account, in institutions which are federally insured for deposits in the amount of the ESCROW, or in direct obligations of the United States of America, including treasury bills or notes with maturity dates coinciding with any distributions to be made hereunder. In the event that non-cash items are deposited, the ESCROW AGENT shall maintain such items in the condition in which they were received.

ESCROW agent shall release the funds and items upon the receipt of instructions from seller, reciting the following:

on delivery of all properly signed documents

as follows:

all to seller

said instructions shall be sworn or provided under penalties of perjury.

In the event that instructions are not received on March 15, 1994, ESCROW agent shall close the escrow and return the amounts to the parties depositing or providing them originally, and shall then be absolutely discharged.

Upon receipt of such instructions and complying with the same, ESCROW agent shall be discharged as to the amounts so paid. ESCROW agent shall be absolutely discharged upon such payment and may rely solely and totally upon such certifications. ESCROW agent shall not be required to make any independent verification of the correctness of any instructions or the occurrence of any required conditions precedent and shall rely solely on certifications received as provided herein.

In the event of the receipt of conflicting instructions prior to discharge of the ESCROW agent, ESCROW AGENT shall commence an arbitration before a single arbitrator acceptable to ESCROW AGENT under the rules of the American Arbitration Association, whose decision shall be final. Upon receipt of a final decision from the arbitrator, the ESCROW AGENT shall comply therewith and upon such compliance shall be discharged from all further liability. The decision of the arbitrator shall be final, and may be reduced to judgment by any party hereto or the escrow agent.

PRINCIPALS shall indemnify ESCROW AGENT for all actions taken in compliance with this agreement.

The PRINCIPALS shall reimburse the ESCROW AGENT for expenses incurred herein as follows:

by the buyer

ESCROW agent shall receive compensation for its services as follows:

1/2 of 1% of amount of transaction

This is the entire agreement between PRINCIPALS and ESCROW AGENT.

ESCROW AGENT is solely acting as a neutral stakeholder and the PRINCIPALS agree that there are no intended third party beneficiaries or parties other than PRINCIPALS to this agreement.

All notices herein shall be served as follows:

TO ESCROW AGENT:

6503 Bartholf Avenue
Jacksonville, Florida 32210

TO PRINCIPALS:

1122 Miramar Avenue
Jacksonville, Florida 32208

All notices herein shall be sent by certified mail, or by overnight delivery service providing a receipt. Notices sent by certified mail shall be deemed received within one working day after first notice to the recipient for pick up, or when received, whichever is earlier. Notices sent by overnight delivery service shall be deemed received the next business day.

Dated: _____

PRINCIPALS:

ESCROW AGENT:

"LETTER OF CONTRIBUTION" TO DOWN PAYMENT

Many parents or other relatives will offer to contribute sums to let their children or other relatives buy a home. This form creates a "letter of contribution" which can be used to give to bank officers or others during qualifying for a mortgage.

CONTRIBUTOR will make a gift of at least \$12345.67 (twelve thousand three hundred forty five & 67/100 dollars) to BUZZ AND BUFORD BUYER, as a contribution to the down payment to be made towards purchasing a primary residence for the BUYERS.

This contribution will be made as an addition to the down payment.

This offer to make a contribution shall expire on JUNE 30, 1995.

This offer is made contingent upon the amount of the contribution being made a lien on the property, due and payable at the time of sale of the property.

The priority of the lien will be junior to any other purchase money financing.

This offer is also made contingent upon the following conditions:

Dated: _____

CONNIE TRIBUTOR

NOTICE TO QUIT OR PAY RENT

Virtually all state laws require that before eviction the tenant be given a formal notice to pay or to leave. This prepares the notice.

NOTICE TO QUIT OR PAY RENT

To: Nedra Pierce
123 56th Avenue S
Boston, Massachussetts 04134

Re: Unit 7b, Baked Bean Towers

Rental due for the premises described above are due for monthly, in a total amount of \$ 750.00 (seven hundred fifty & no/100 dollars.) Pursuant to Massachussetts law and the lease on these premises, you must either pay all rental due no later than 3 days, together with any late fees, or vacate the premises no later than July 10, 1994.

If all rental which is past due is not paid, legal or other enforced collection action shall be taken to recover the rental.

If permitted by law, legal costs will also be added to the amounts due.

This is an attempt to collect a debt. Any information gained may be used to collect this debt. The creditor is Ulysses Organza. If you dispute this debt in writing, verification will be provided.

Dated: _____

For Regency Realty of Boston, Landlord

Time posted/delivered:

CONTRACT AGREEMENT, SMALL JOB

This general form is for a small contracting agreement.

CONTRACTING AGREEMENT

Hillary and William Katz, referred to as OWNER, and Daisy Carpentry, Inc., referred to as CONTRACTOR, agree as follows:

CONTRACTOR shall perform the following services for OWNER:

install new kitchen cabinets

on the following estimated schedule:

6 weeks

for the following price: \$ 7,950.00 (seven thousand nine hundred fifty & no/100 dollars)

Contractor shall be responsible for the following in addition to the workman like performance of the work stated above:

Provision of all permits required for the services to be performed above.

Provision of worker's compensation insurance, general liability insurance in a minimum amount of \$ 40,000 (forty thousand & no/100 dollars).

The stipulated contract price shall be paid as follows:

When bona fide bills for materials are presented the same shall be paid directly by the OWNER within the terms provided. Labor shall be paid as follows:

1/3 on rough in; 1/3 on inspection; 1/6 on completion; 1/6 on final inspection and completion of appearance/punch list items.

The CONTRACTOR shall daily remove all trash and debris from the premises.

This is the entire agreement between the parties and this agreement may only be altered in writing.

Dated: _____

Hillary and William Katz

Daisy Carpentry, Inc.

CONTRACTING AGREEMENT, LARGER JOB

This agreement can be used for a larger contracting job.

CONTRACTING AGREEMENT

Marilyn Eigen, referred to as OWNER, and Byron Gunne, Inc., referred to as CONTRACTOR, agree as follows:

CONTRACTOR shall perform the following services for OWNER:

second story addition

on the following estimated schedule:

9 months

for the following price: \$ 32,500.00 (thirty two thousand five hundred & no/100 dollars)

Contractor shall be responsible for the following in addition to the workman like performance of the work stated above:

The materials used for the following areas:

6" popsickle sticks

shall meet the following respective specifications, or be equivalent to the following manufacturer's product lines described:

soft pine, pudding-pop quality

Provision of all permits required for the services to be performed above.

CONTRACTOR shall at least 7 days prior to commencement of work provide the names and addresses of all sub-contractors intended to be utilized in the construction. At the time of each payment of any portion of the contract price, the CONTRACTOR shall provide a lien waiver or certificate of payment for all work performed by each sub-contractor.

Provision of worker's compensation insurance, general liability insurance in a minimum amount of \$ 1,000,000.00 (one million & no/100 dollars).

The stipulated contract price shall be paid as follows:

1/3 on rough in; 1/3 on first inspection and 1/6 on final inspection and 1/6 on final inspection and completion of all appearance/punch list in items.

The CONTRACTOR shall daily remove all trash and debris from the premises.

The owner acknowledges an express mechanic's lien on the above described real estate to secure the payment of the amounts contracted herein.

Any disputes arising out of or related to this agreement shall be arbitrated under the rules of the American Arbitration Association before a single arbiter.

This agreement may be terminated by OWNER upon substantial abandonment of the project, defined as at least 3 business days without substantial activity, except delays caused by:

- a) bona fide weather disturbances;
- b) strikes;
- c) shortages of material;

d) sub contractor delays not caused by the general contractor;

e) governmental delays except those caused by the fault of contractor or subcontractor;

or,

persistent failure of workmanship to meet high quality standards for which adequate assurance of correction is not provided.

In any disputes related to this agreement, the adjudication body may assess reasonable counsel fees to the prevailing party.

This is the entire agreement between the parties and this agreement may only be altered in writing.

Dated: _____

Marilyn Eigen

Byron Gunne, Inc.

SATISFACTION OF MECHANIC'S LIEN

This document can be used to satisfy a mechanic's lien.

SATISFACTION OF Labor Lien

STATE OF North Dakota)

COUNTY OF Palm)

Maritime Pools, Inc., referred to as HOLDER, is the owner/claimant of that certain Labor Lien, acknowledges payment in full of the same, which was recorded at Official Records Book, Book 945, page 64 of the County, State of North Dakota, and consents to the release of the property from the lien and satisfaction of the Labor Lien on the record.

Dated: _____

Maritime Pools, Inc.

Maritime Pools, Inc., having being duly sworn to tell the truth, acknowledges the execution of this release of Labor Lien for the purposes stated herein.

Officer

My commission expires: _____

PROPERTY PROOF OF LOSS

This follows the insurance industry's standard for submitting losses to insurance companies.

Amount of policy: \$50000 (fifty thousand & no/100 dollars)

Date policy issued: JANUARY 1, 1995

Date policy expires: JUNE 30, 1995

SWORN STATEMENT IN PROOF OF LOSS

To the FIDELITY AND RIGIDITY OF OKLAHOMA.

At time of loss, by the above indicated policy of insurance you insured:

IMOGENE INSURED

against loss by Personal property floater, upon the property described by the under Schedule "A," according to the terms and conditions of the same policy and all forms, endorsements, transfers and assignments attached thereto.

Time and origin: A Fire loss occurred about the hour of MARCH 31, 1995 AT 5 PM A.M., on the MARCH 31, 1995. The cause and origin of said loss were:

FIRE

Occupancy: The building described or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

Personal residence

Title and Interest: At the time of the loss the interest of your insured in the property described therein was Ownership.

Changes. Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, location or exposure of the property described, except:

None

Total insurance. The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 50000 (fifty thousand & no/100 Dollars) as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

The actual cash value of said property at the time of the loss was \$ 80000 (eighty thousand & no/100 Dollars).

The Whole Loss and Damage was \$ 130000 (one hundred thirty thousand & no/100 Dollars)

The amount claimed under the above numbered policy is \$ 50000 (fifty thousand & no/100 Dollars)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance

company is not a waiver of any of its rights.

State of OKLAHOMA

County of GORGONZOLA

Subscribed and sworn to before me this _____ day of _____ 19____.

CATEGORY 3: BORROWING AND LENDING

This category contains notes, guarantees of debts and settlement of disputed debts.

See also:

PROMISSORY NOTE

PERSONAL GUARANTEE

NOTICE TO CO-SIGNER

SECURITY AGREEMENT

OFFER TO COMPROMISE DEBT

OFFER TO SETTLE DEBT IN DISPUTE

PROMISSORY NOTE

This form prepares a demand note, an installment payment note and a due on one date note.

PROMISSORY NOTE

May 7, 1994

Clarence, Idaho

\$1000

Oscar Orange, referred to herein as "MAKER", agrees to pay to the Order of Yasmin Yellow, referred to herein as "HOLDER", or order, the sum of \$1000, (one thousand & no/100 Dollars), at 890 Apple Avenue, Flemington, Idaho, with interest thereon at rate of 5% per annum, simple interest.

This note shall be due on demand, or if no demand is made, one year after the date of making the note.

This note is payable in U.S. Dollars. At any time the maximum rate of interest applicable to this transaction shall not exceed the legal maximum rate of interest for a note of this type. Any sums paid in excess of any lawful limitation shall be applied to principal.

After default herein, this note will bear interest at the highest legal rate for this type of note until paid in full. Upon any default, MAKER agrees to pay a reasonable attorney's fee for any and all services of an attorney, whether in or out of court, and for appeal and post-judgment collection legal services.

Dated:

MAKER

PERSONAL GUARANTEE

This form can be used to create a guarantee for any type obligation. An FTC Notice to co-signer is mandatory if the holder is a business providing services for personal or family use. Although not necessary in other circumstances a notice to cosigner never hurts.

The undersigned, in consideration of the extension of credit by HOLDER to MAKER, unconditionally personally guarantee the full and prompt payment of principal, interest, and any collection costs, including attorney's fees to HOLDER. The undersigned consent to any extensions which may be made from time to time between MAKER and HOLDER, and consents to the release or substitution of any collateral.

READ CAREFULLY: You are executing a legally binding obligation to pay this debt should the primary maker fail or refuse to do so. This may mean that you might be called on to pay this debt and collection costs.

GUARANTOR

GUARANTOR

NOTICE TO CO-SIGNER

This is the official FTC notice to co-signer. It is not signed by the guarantor.

TO: Lisa Forrester

FROM: Gene Manatee

Date: _____

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure that you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit rating.

This notice is not the contract that makes you liable for the debt.

SECURITY AGREEMENT

This is a lien on personal property.

SECURITY AGREEMENT

Friz Freling, referred to herein as SECURED PARTY, and Chuck Jones, referred to as DEBTOR, agree: Chuck Jones, DEBTOR, grants a security interest in the following property to Friz Freling, SECURED PARTY:

The security interest granted herein is given to secure the indebtedness of Kirby Sweeney to Friz Freling, for A promissory note, in the original principal amount of \$ 500.00 (five hundred & no/100 Dollars), dated February 6, 1994. Chuck Jones does not agree to pay the indebtedness of Kirby Sweeney, however, the collateral provided herein shall be liable to the remedies provided in the Uniform Commercial Code, for secured parties. In addition should any expenditures be made by SECURED PARTY for insurance or to otherwise protect the collateral the same shall be secured by this agreement.

DEBTOR warrants to SECURED PARTY that the property in which a security interest is granted is subject to no other liens, charges or encumbrances and that there are no financing statements on file regarding debtor that might create a lien on the property secured herein other than those stated herein:

A security agreement

The total of said lien(s) as of the date of the execution of this agreement does not exceed \$ 400.00 (four hundred & no/100 dollars).

DEBTOR shall maintain the collateral in good repair, ordinary wear and tear excepted, and shall insure the same for its full value. DEBTOR shall provide to secured party certificates of insurance. SECURED PARTY shall be named as a loss payee on a long form standard loss payable clause. Should DEBTOR fail to maintain such coverage, SECURED PARTY may obtain the same and DEBTOR shall pay SECURED PARTY for the same, together with interest at the highest legal rate on the amounts advanced by the SECURED PARTY.

Upon default, as is defined herein, SECURED PARTY shall have all of the rights given to a secured party under the Uniform Commercial Code, Article 9.

Default shall be defined as:

1. Any failure to comply with any covenant of the indebtedness secured by this agreement, including but not limited to a failure to timely pay as provided;
2. The entry of a judgment, tax lien or other charge against the DEBTOR which is not satisfied or superseded within thirty days of inception;
3. Such other commercially reasonable reason that leads SECURED PARTY to believe that its security is in peril.

DEBTOR shall execute any and all financing statements or other documents which are requested by SECURED PARTY and which SECURED PARTY determines is necessary to perfect SECURED PARTY'S LIEN.

DEBTOR appoints SECURED PARTY agent as its agent to file and any all financing statements which may be necessary or required to perfect SECURED PARTY's security interest, and DEBTOR authorizes SECURED PARTY to execute the same for DEBTOR.

This document represents the entire agreement between the parties, and there are no agreements or

representations which are not stated herein. This agreement may not be modified unless it is in writing and signed by both parties.

Dated: _____

For Friz Freling, SECURED PARTY:

For Chuck Jones, DEBTOR:

OFFER TO COMPROMISE DEBT

This form is used if there is no disagreement as to a billing, but a reduced amount is being paid in exchange for immediate payment. (Or a lesser but certain payment if the debtor is broke!)

AGREEMENT TO COMPROMISE DEBT

Kenneth Trudell, referred to as CREDITOR and Franklin des Veres, referred to as DEBTOR, agree:

CREDITOR, hereby agrees to compromise the indebtedness due the CREDITOR on the following terms and conditions:

The Creditor and the Debtor agree that the present debt due is \$1234.56 (one thousand two hundred thirty four & 56/100 dollars).

The parties agree that the Creditor shall accept the sum of \$1000.00 (one thousand & no/100 dollars) as full payment on said debt and in complete discharge of all monies due, provided the sum herein shall be promptly paid in the following manner:

cash

In the event the Debtor fails to promptly pay the compromised amount, the undersigned creditor shall have the right to prosecute its claim for the total debt due under Paragraph 1 less any payments made.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed and sealed this ___ day of _____, 19__.

Kenneth Trudell

Franklin des Veres

OFFER TO SETTLE DEBT IN DISPUTE

This letter is used if you have received a bill and disagree with its amount, but want to settle the dispute with an offer of partial payment. Once accepted, this is a binding agreement to compromise the debt.

SETTLEMENT OFFER

Re: floppy disks

Dated: July 1, 1995

Dear Fred's Floppies:

We acknowledge your bills indicating a balance you claim to be due you in the amount of \$ 50 (fifty & no/100 dollars).

This alleged debt is disputed for the following reasons:

3 1/2 hi-density were ordered; you shipped low density

As an offer in compromise, and without admitting liability, we offer to settle this claim in full for the sum of \$ 25 (twenty five & no/100 dollars). Further, in further proceedings, if any, related to this matter, we reserve the right to assert other grounds of dispute, or to alter the grounds for dispute already stated. This communication is solely intended to facilitate a possible resolution of this matter, and is not intended for admission in any proceeding which make take place related hereto.

This sum will be paid within 2 business days following your acceptance of this proposed accord and satisfaction and will expire unless acceptance is made within 14 days of the date of this letter. To signify your acceptance, please return the extra copy of the letter enclosed herein and return to us.

Very truly yours,

Geraldine Goodcustomer

Accepted:

For Fred's Floppies

CATEGORY 4: PERSONAL PROPERTY

BILL OF SALE

REVOCAION OF ACCEPTANCE

CONSIGNMENT SALES AGREEMENT

BILL OF SALE

This is one of the more important forms in the program. Many disputes are related to the fact that used goods are sold and the buyer and seller disagree on the warranties given (although the general law is that there is NO warranty except for title). Bills of sale are usually only signed by one party. However, we have made this a two signature form to make it clear that the buyer agrees to the terms.

BILL OF SALE

Dated: June 21, 1994

Jo Sear, referred to as "SELLER", sells, bargains and conveys all of SELLER'S right, title and interest in:
5-thread Juki serger

to Ann Reich, referred to as "BUYER", his heirs and assigns.

Jo Sear acknowledges receipt of a total of \$ 399.99 (three hundred ninety nine & 99/100 Dollars) from Ann Reich, BUYER, in full payment of the purchase price of the goods conveyed hereby.

Jo Sear warrants that there are no liens or encumbrances on the goods sold, and that Jo Sear's title to the goods is clear and merchantable. Jo Sear shall defend Ann Reich from any adverse claims to SELLER's title to the goods sold.

The goods herein are not sold by a merchant in the field. THESE GOODS ARE SOLD WITHOUT UCC WARRANTY OF ANY KIND, including MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The BUYER, Ann Reich, acknowledges examining the goods sold herein. This provision may not be applicable, and legal rights may vary between states.

The parties agree to the terms and conditions stated herein:

Jo Sear, SELLER

Ann Reich, BUYER

REVOCATION OF ACCEPTANCE

Upon delivery the Uniform Commercial Code provides that when you take the goods home you have an acceptance. However, acceptances can be revoked later if the goods are defective. Whether or not you have to give the persons a chance to fix the problems is another question, but, we do provide an option for you to indicate you made a demand for adequate assurance.

WHEREAS, on November 5, 1995, Starke Books received delivery of the following described goods from Beacon House Publishers:

"Ball Point Pen Monthly" magazine

and, WHEREAS, the goods so described were non-conforming to the contract because of:

pages were glued together

and, WHEREAS, on October 25, 1995, a demand for adequate assurance was made to Beacon House Publishers,

Therefore, Starke Books revokes its acceptance of the goods.

Dated: _____

Starke Books by an authorized officer

CONSIGNMENT SALES AGREEMENT

A very common way for handicrafts and other "cottage industry" made goods to be sold is through consignment. Consignments always need a written agreement.

CONSIGNMENT SALES AGREEMENT

OLLIE OWNER, referred to as OWNER, and CONNIE CONSIGNOR, referred to as CONSIGNOR agree:

OLLIE OWNER consigns to CONNIE CONSIGNOR the following described vehicle:

MAKE: AMC

MODEL: FIASCO

BODY TYPE: 2 door

YEAR: 1975

VEHICLE IDENTIFICATION NUMBER: 1234567890-

The title to the same shall remain at all times until a bona-fide sale in the owner of the consigned goods. OWNER may recall and take possession of the consigned property at any time.

At all times CONSIGNOR has goods owned by OLLIE OWNER in its possession, CONNIE CONSIGNOR shall, and at its expense, maintain multi-peril inventory insurance in an amount equal to the value of the goods with OLLIE OWNER named as a loss payee on a long form loss payable clause. Should CONSIGNOR fail to maintain such coverage, OLLIE OWNER may obtain the same, and CONNIE CONSIGNOR shall upon presentation of an invoice therefor, pay for the same on sight.

The minimum sales price for the vehicle shall be \$ 100.00 (one hundred & no/100 dollars.) From the net sales price, CONSIGNMENT merchant shall be allowed a flat fee of \$ 25.00 (twenty five & no/100 Dollars)

The proceeds of the sale of the goods of owner shall be deposited in a special escrow account and shall not be commingled with the funds of CONNIE CONSIGNOR, or the funds of others. The funds received shall be deemed to be trust funds and shall be deemed to be held in trust and for the sole benefit of OLLIE OWNER. CONNIE CONSIGNOR is authorized, provided that all accountings are timely filed and all sales proceeds have been deposited to withdraw its commission from the account. However, should any instruments accepted by CONNIE CONSIGNOR not be honored, CONNIE CONSIGNOR shall remain liable to repay the same.

Dated:

FOR OLLIE OWNER:

FOR CONNIE CONSIGNOR:

AUTOMOBILES

With the American love affair of the automobile, we offer many forms related to them.

See also:

[AUTOMOBILE BAILMENT](#)

[ODOMETER STATEMENT](#)

[POWER OF ATTORNEY FOR AUTOMOBILE SALE](#)

[OFFER TO BUY A VEHICLE](#)

[BILL OF SALE- AUTOMOBILE](#)

[AUTOMOBILE "LEMON LAW" REVOCATION OF ACCEPTANCE](#)

[AUTOMOBILE INSURANCE PROOF OF LOSS](#)

AUTOMOBILE BAILMENT

This agreement covers the borrowing of an automobile.

BAILMENT AGREEMENT

LISA LENDER, referred to herein as "OWNER" and BETTY BORROWER, referred to as "BORROWER," agree:

LISA LENDER is the owner of the following described motor vehicle:

Make of vehicle: AMC

Model: FIASCO

Body style: 2 door

VIN: 1234567890-

OWNER herewith bails to BORROWER the motor vehicle described above, for a period of 3 MONTHS, for the purpose of PAPER ROUTE. BORROWER agrees to return the same to OWNER in good condition, ordinary wear and excepted.

BORROWER acknowledges an opportunity to review the personal property bailed, and ACCEPTS THE SAME "AS IS," "WITH ALL FAULTS" and WITHOUT WARRANTY. BORROWER HAS ASCERTAINED THAT THE BAILED PROPERTY IS FIT FOR THE PURPOSE THAT BORROWER DESIRES TO USE THE BAILED PROPERTY.

The OWNER may terminate this bailment prior to the expiration of the same which is specified herein for cause, including but not limited to:

- a. the intentional misuse or neglect of the bailed property;
- b. the use of the bailed property in contravention of any statute or administrative regulation;
- c. other objectively reasonable cause.

Said termination shall be effective immediately upon LISA LENDER's election to do so.

Dated: _____

LISA LENDER

BETTY BORROWER

ODOMETER STATEMENT

Cars, when they are sold, must have an odometer statement completed due to federal laws.

ODOMETER MILEAGE STATEMENT

IMPORTANT: Federal regulations require this statement to be given to purchasers on sales of vehicles. An inaccurate or untrue statement may make you liable for damages to the buyer and there may also be civil or criminal penalties.

Linda Kaye, state that the odometer described below now reads 54,053 miles.

Certify one of the following-- please "XXX" the appropriate line before the correct statement:

_____ I (we) certify that to the best of my (our) knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described below.

_____ I (we) certify that to the best of my (our) knowledge the odometer reading as stated above reflects the amount of mileage in excess of designed mechanical limits of 99,999 miles of the vehicle described below.

_____ I (we) certify that to the best of my (our) knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described below, and should not be relied upon.

MAKE: Ford

MODEL Escort

BODY TYPE 4 door

YEAR: 1989

VEHICLE IDENTIFICATION NUMBER: 1S2F3J29852K4K3001

Certify one of the following-- please "XXX" the appropriate line before the correct statement:

_____ I (we) certify that the odometer of the vehicle described above was not altered, set back, or disconnected while in my (our) possession, and I (we) have no knowledge of anyone else doing so.

_____ I (we) certify that the odometer was alerted for repair or replacement purposes while in my (our) possession, and that the mileage registered on the repaired or replaced odometer is identical to that before such service.

_____ I (we) certify that if the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer or the odometer before repair was _____ miles.

SELLER (Transferor) address:

9305 Bentwood Street

Jasper, Wyoming 65432

Date of statement: _____

Linda Kaye

BUYER (Transferee) name and address:

Michael Lyons

3456 -B 7th Avenue

Jasper, Wyoming 65422

Receipt of copy acknowledged:

Michael Lyons

POWER OF ATTORNEY FOR AUTOMOBILE SALE

POWER OF ATTORNEY

PETER PRINCIPAL, the "principal," of TUPELO, MISSISSIPPI, herewith appoints ANNIE ATTORNEY of RICHMOND, VIRGINIA, as their attorney in fact, to act in the place and stead and with the same authority as Principal would have to transfer the following motor vehicle, and to take any other necessary steps to transfer title the following motor vehicle:

Make: AMC

Model: FIASCO

Year: 1974

Body: 4 DOOR

Vehicle identification number: 12345678

IMPORTANT: Federal regulations require this statement to be given to purchasers on sales of vehicles. An inaccurate or untrue statement may make you liable for damages to the buyer and there may also be civil or criminal penalties.

The odometer described above now reads 12345 miles.

Certify one of the following-- please "XXX" the appropriate line before the correct statement:

_____ I (we) certify that to the best of my (our) knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described below.

_____ I (we) certify that to the best of my (our) knowledge the odometer reading as stated above reflects the amount of mileage in excess of designed mechanical limits of 99,999 miles of the vehicle described below.

_____ I (we) certify that to the best of my (our) knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described below, and should not be relied upon.

Certify one of the following-- please "XXX" the appropriate line before the correct statement:

_____ I (we) certify that the odometer of the vehicle described above was not altered, set back, or disconnected while in my (our) possession, and I (we) have no knowledge of anyone else doing so.

_____ I (we) certify that the odometer was altered for repair or replacement purposes while in my (our) possession, and that the mileage registered on the repaired or replaced odometer is identical to that before such service.

_____ I (we) certify that if the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer =or the odometer before repair was _____ miles.

The sales price of the vehicle is: \$ 500 (FIVE HUNDRED & no/100 dollars)

PETER PRINCIPAL

STATE OF MISSISSIPPI

COUNTY OF LOLLAPALOOZA

PETER PRINCIPAL personally appeared before me and acknowledged the execution of this power of

attorney for the purposes set forth therein.

Dated: _____

Notary Public

OFFER TO BUY A VEHICLE

Prepares a comprehensive offer to purchase a vehicle.

To: SAMMIE SELLER

123 4TH STREET

BANGOR, MAINE 00123

PATTY PURCHASER offers to purchase the following vehicle:

Make: AMERICAN MOTORS

Model: FIASCO

Year: 1973

Body style: 1 DOOR

Vehicle Identification Number: 1223456789

for the following price: \$ 49.99 (forty nine & 99/100 dollars) plus applicable sales tax of SIX per cent and the following described additional charges:

TAX, TITLE, AND TAG, totaling \$ 50.00 (fifty & no/100 dollars)

upon the following terms:

A DOLLAR A WEEK FOR TWO YEARS

This offer shall expire unless accepted by MAY 1, 1995 at 5 PM.

Dated: _____

PATTY PURCHASER

Accepted by:

SAMMIE SELLER

BILL OF SALE- AUTOMOBILE

Prepares a bill of sale for an automobile. See our discussion of regular bills of sale.

BILL OF SALE

Dated: 5/5/95

SARA SELLER, referred to as "SELLER", sells, bargains and conveys all of SELLER'S right, title and interest in:

Make: AMC

Model: FIASCO

Style of the vehicle: coupe

Year of vehicle: 1973

VIN: 123456789

to BETTY BUYER, referred to as "BUYER", his heirs and assigns.

SARA SELLER acknowledges receipt of a total of \$ 123.45 (one hundred twenty three & 45/100 Dollars) from BETTY BUYER, BUYER, in full payment of the purchase price of the goods conveyed hereby.

SARA SELLER warrants that there are no liens or encumbrances on the goods sold, and that SARA SELLER's title to the goods is clear and merchantable. SARA SELLER shall defend BETTY BUYER from any adverse claims to SELLER's title to the goods sold.

The goods herein are not sold by a merchant in the field. THESE GOODS ARE SOLD WITHOUT UCC WARRANTY OF ANY KIND, including MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The BUYER, BETTY BUYER, acknowledges examining the goods sold herein. This provision may not be applicable, and legal rights may vary between states.

The parties agree to the terms and conditions stated herein:

SARA SELLER, SELLER

BETTY BUYER, BUYER

AUTOMOBILE "LEMON LAW" REVOCATION OF ACCEPTANCE

This form may be used to notify a dealer and manufacturer of your intention to invoke the lemon law.

Dave's Dealership
1234 56th Avenue North
Lexington, Kentucky

North American Motors
2345 67th Avenue West
Lexington, Kentucky

NOTICE OF REVOCATION OF ACCEPTANCE AND INTENT TO PURSUE REMEDIES UNDER
"LEMON" LAW OF THE STATE OF Kentucky REGARDING:

Flivver
Vehicle Identification number: 1234567890poiuytrewq
Body style: 4 door
Date of purchase: September 11, 1993
Number of times repairs attempted: 15
Major defects: automatic transmission is stuck in "low"

Please be advised that we hereby revoke acceptance of the above described vehicle due to the defects described above. This is not intended as a complete list of such defects.

Further, we intend to proceed under the laws of the state of Kentucky for recovery of damages.

Dated: _____

Bradford B. Buyer

AUTOMOBILE INSURANCE PROOF OF LOSS

This form follows insurance industry standards. Use this form in connection with disputes with your insurance company. Once you have submitted a sworn proof, they must reject it or accept it-- meaning you are able to force them into taking a position.

SWORN STATEMENT IN PROOF OF LOSS

AUTOMOBILE

TO: CONTAGIOUS CONFLAGRATION

Regarding: Policy number: 1234567890

Policy period: JULY 1, 1995 to DECEMBER 31, 1995

By the above mentioned policy of insurance, you insured INNOCENTIA INSURED, (hereinafter called the insured) against loss or damage to the automobile described as follows:

Model Year: 1994

Make: INTERNATIONAL MOTORS

Type of body: EXTRAVAGANZA

VIN: 123456980SWDEFJKL

State/License number: GEORGIA ABCD1234

A loss caused by FLOODING occurred on SEPTEMBER 30, 1995, about the hour of 500 AM, as follows:

RAINSTORM

The insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by lease, bailment, mortgage, lien or other encumbrance or otherwise except:

FIFTH NATIONAL BANK OF GEORGIA

At the time of this loss, there was no other insurance on said automobile covering the same periods except:

None

At the time of this loss, the automobile was used for:

Pleasure

and was not being used to carry passengers or for compensation or rental or leased, or for any illegal or non-covered loss except:

None

The said loss or damage did not originate by any act, design or procurement on my (our) part nor on the part of anyone having an interest in the party insured, or in the said policy of insurance; not in result or consequence of any fraud done or suffered by me/us and that no property saved has been concealed.

It is expressly understood that the furnishing of this blank or the preparation of this proof by a representative of the above insurance company, CONTAGIOUS CONFLAGRATION, is not a waiver of any of its rights.

INNOCENTIA INSURED

State of _____

County of _____

Sworn to and subscribed before me on _____

_____.

Notary Public

CATEGORY 5-- BUSINESS

UNILATERAL RELEASE OF CLAIMS

BILATERAL RELEASE OF CLAIMS

CORPORATION - AGREEMENT FOR SALE OF UNREGISTERED STOCK

CORPORATION - SHAREHOLDERS AGREEMENT

GENERAL PARTNERSHIP

DISSOLUTION OF PARTNERSHIP

INDEPENDENT CONTRACTING FORM

JOB OFFER

UNILATERAL RELEASE OF CLAIMS

This form is used when one party releases another from claims.

GENERAL RELEASE

Jane Turner, for a valuable consideration, receipt of which and the sufficiency of which is acknowledged, herewith:

Releases Karen Trammell, and the agents, servants and successors of Karen Trammell, from all claims of any kind whatsoever from the beginning of time to the date of the execution of this release.

This release shall not effect the following agreements between Jane Turner and Karen Trammell, which shall survive mutual release and is specifically ratified and reimposed:

promissory note dated May 15, 1995

READ THIS INSTRUMENT FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE A PARTY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS. THINK CAREFULLY AND CONSIDER OBTAINING LEGAL ADVICE PRIOR TO SIGNING.

Dated: December 14, 1994 at Madison, Oklahoma

Jane Turner

BILATERAL RELEASE OF CLAIMS

This is used when two parties have made claims against one another and they have arrived at a total settlement of the dispute. Highly recommended whenever there is some sort of dispute settled.

GENERAL RELEASE

Sunset Limousine and Ignatius Rowell agree:

WHEREAS, certain disputes have occurred between the parties hereto, and,

WHEREAS, they desire to amicably resolve these disputes,

IT IS AGREED:

That in consideration of this agreement, the parties mutually release one another from all claims of any kind whatsoever from the beginning of time to the date of the execution of this agreement, and that this mutual release shall be valid and binding and insure for the benefit of the heirs, successors and assigns of both parties.

READ THIS INSTRUMENT FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE PARTIES FROM ALL KNOWN AND UNKNOWN OBLIGATIONS. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS. THINK CAREFULLY AND CONSIDER OBTAINING LEGAL ADVICE PRIOR TO SIGNING.

Dated: January 15, 1995 at Chicago, Illinois

Sunset Limousine

Ignatius Rowell

CORPORATION - AGREEMENT FOR SALE OF UNREGISTERED STOCK

Usable both for cash and credit sales of stock not traded on any exchanges.

Sandy Eggo, referred to as SELLER, and Chickie Bansai, referred to as PURCHASER, agree:

PURCHASER shall purchase from SELLER 100 shares of Common stock, issued by International Amalgamated, in consideration of:

A promissory note in the amount of \$ 500.00 (five hundred & no/100 dollars) secured by a pledge of the stock.

The sum of \$ 10000 (ten thousand & no/100 dollars.)

The shares purchased are not registered with the United States Securities and Exchange Commission, nor the Securities Commission of any state.

The PURCHASER represents that it is qualified under the relevant rules and regulations of the United States Securities and Exchange Commission and the Securities Commission of any state which may have jurisdiction to purchase these shares.

The PURCHASER further represents that it is not purchasing these shares with an intention of resale, nor will it take any actions that may result in it being considered an underwriter of the shares.

Prior to any transfer of these shares, the PURCHASER shall provide to the issuer of the stock a legal opinion, in a form acceptable to the counsel for the issuer, that the transfer will not result in the loss of the exemptions from registration of the securities then claimed by issuer.

The PURCHASER further represents that it has had adequate opportunity to obtain any information relevant to the decision to purchase, and has also had adequate opportunity to consult with advisors of their choice.

The PURCHASER agrees that prior to delivery of the stock to execute the shareholders agreement dated March 5, 1995.

Dated: _____

Sandy Eggo

Chickie Bansai

CORPORATION - SHAREHOLDERS AGREEMENT

A very important agreement. Within small corporations many issues can go BOOM!

WHEREAS, Patrick Keating, Joe Einstein, Conrad Caste, Donald Lusk, referred to hereafter as SHAREHOLDERS, are the owners of a total of 1000 shares of common stock of Incredible Invectives, Inc. and they desire to agree to certain actions to be taken to protect the value of their holdings, IT IS AGREED:

That Donald Lusk, whose address is 212 W Park Avenue, New York City, New York, a charter signatory to this agreement, shall act as the SECRETARY of this agreement.

All future purchases of the same class stock by the signatories to this agreement shall also subject the newly purchased shares to this agreement. The SECRETARY of this agreement shall be notified of any future purchases of shares.

In the event that the CORPORATION shall reorganize or recapitalize, then the agreement shall continue into force with the security or securities issued in lieu of this class being subject to the agreement.

If any SHAREHOLDER transfers his shares, the SHAREHOLDER shall be required to have the transferee execute this agreement.

All shares subject to this agreement shall be conspicuously endorsed with the following legend:

"These shares are subject to restrictions contained in a shareholders agreement dated _____ . A copy may be obtained from Donald Lusk, whose address is 212 W Park Avenue, New York City, New York." All signatories to this agreement shall notify the SECRETARY of any transfer, and provide a full copy of the documents of transfer to the SECRETARY.

All shares subject to this agreement shall be voted for the following candidates for the offices stated:

Joseph Ruby, Greg Watson

president, secretary

In the event that the individuals set forth above are unwilling or incapable of serving, then a vote of the shareholders shall be taken for new candidates, all of whom shall be signatories to this agreement, then holding stock in the CORPORATION. A simple majority vote shall be necessary with votes being counted by one vote per share owned on voting date by the party voting.

In the event of failure to obtain a majority, a run off will be held among the top two finishers.

In the event that no signatory is willing or eligible to serve, and all signatories decline to run, a non-signatory may be nominated, and elected by a simple majority with votes being counted by one vote per share owned on voting date by the party voting.

The parties hereto agree that they shall not sell any of the shares covered by this agreement unless it is at a minimum price of \$ 3.00 (three & no/100 dollars) per share. In the event of a recapitalization, the price shall be adjusted so that equivalent units of stock are subject to the same minimum price as stated above.

In the event that any shareholder desires to sell any part of their holdings to an individual not a signatory to this agreement, they shall obtain such bona fide offers as they may desire, and report the offers in writing to the SECRETARY, and shall mark the offer which they desire to accept. The SECRETARY shall then notify all of the signatories of the proposed offer, and any signatory shall be entitled to a right of first refusal to purchase the shares on the same terms as the accepted offer within 30 days. In the event that

more than one signatory is desirous of purchasing the shares shall be sold pro-rata to each shareholder desiring to purchase the same.

The signatories shall all vote against that certain merger or asset purchase subject to the approval of shareholders proposed by Technicolor Brothers and any additional offers made by Technicolor Brothers.

This agreement shall be binding upon the successors of the signatories.

Dated: _____

GENERAL PARTNERSHIP

(For below \$30,000 in capital)

GENERAL PARTNERSHIP AGREEMENT OF THE Big Bucks, Ltd. PARTNERSHIP

STATE OF Delaware)

COUNTY OF Worthington)

Zelda Jacobs, Martha Warren, Ray Cleary, herewith agree to engage in the business of investment counseling, and pursuant to the Uniform Partnership Act of the State of Delaware, hereby form a general partnership.

The name of the partnership shall be the Big Bucks, Ltd. partnership. The principal office of the partnership will be located at:

405 Central Street, East West North, Delaware

and additional or substitute offices may be agreed upon from time to time by the parties.

The partnership's existence shall commence on January 1, 1994 and it shall continue until dissolved either by mutual agreement or by operation of law.

The initial partnership capital shall be \$ 24000 (twenty-four thousand & no/100 dollars). The partners will contribute as follows:

\$8,000 each

The partners shall share in profits and losses in the same proportion as their capital contributions. No interest shall be paid on capital contributions. No partner shall have the right to demand repayment of their capital contribution unless the same is through a dissolution of the partnership and a winding up of its affairs.

Decisions by the partnership shall be made by majority vote.

Books of account of the transactions of the partnership shall be kept at the principal place of business of the partnership. The books of account of the partnership shall be available for inspection by all times by the partners. Each partner shall be required to report all transactions related to partnership business promptly and accurately.

Monthly the partners shall determine the net profit and loss of the partnership and the same shall be divided in the same proportion as contributions to capital. The partners, may by majority vote, agree to distribute any surplus or may allocate surplus to the capital account of each partner.

The partners shall be entitled to withdraw the following sums from the partnership:

\$ 500 on a Quarterly basis.

Any and all withdrawals made shall be deducted from any profits of the partnership.

The affairs of the partnership shall determined by majority vote, with votes cast in the same percentage as capital contributions.

Each partner shall have the right to manage the affairs of the partnership in the ordinary course of the partnership's business.

However, no partner shall have the authority to:

a) confess judgment against the partnership;

b) borrow on the credit of the partnership or guarantee the debts of others with partnership credit except for minor transactions under \$ 500.00 for regular operating expenses of the partnership;

c) convey substantially all of the partnership assets

without prior approval by majority vote.

This partnership shall terminate upon the death, bankruptcy or incompetency of any partner. Thereupon the remaining partners shall act as trustees for the partners and shall promptly wind up the affairs of the partnership.

Dated: _____, 19_____

Zelda Jacobs, Martha Warren, Ray Cleary

Witnesses:

DISSOLUTION OF PARTNERSHIP

Comprehensive agreement to terminate a partnership.

HAPPY ELF AND BASHFUL ELF, all of the partners of HAPPY & ASSOCIATES, a general partnership, agree:

That the partnership shall be dissolved, effective MAY 1, 1994, and that no business or contracts shall be engaged in after that date which may require continuation of the partnership or any continuance of liability.

All undertakings and agreements contrary to this agreement are repealed, and this agreement shall take their place. In specific, the following prior agreements are abrogated:

SEE EXHIBIT 1

LARRY THE LIQUIDATOR, referred to as liquidation agent, is appointed to conduct an orderly liquidation of the business of the partnership. The liquidation agent shall take all necessary and desirable steps to wind up the partnership business.

All partners shall execute any documents reasonably required by the liquidation agent to wind up the partnership affairs.

At the earliest practical opportunity the liquidation agent shall publish all notices and notify any parties by the fastest means of the winding up of the partnership affairs.

The liquidation agent may sell partnership assets on credit, compromise claims or receivables and take any other reasonable steps to complete the liquidation. The liquidation agent shall attempt to sell the partnership as a going concern for a period of 12 months from the date of this agreement, and if no acceptable offer is received, shall sell the assets either in whole or in lots, in the best interests of the partnership.

Effective JUNE 1, 1994, the liquidation agent shall establish a separate banking account for the partnership's winding up, and shall cause the orderly closing of the books and records of the partnership, and shall then open new books and records for purpose of the liquidation. Each month the liquidation agent shall render a summary report of activities to all partners.

In conducting the winding up, the liquidation agent shall be empowered to hire brokers and professionals as required.

In the event that any partner owes debts to the partnership, the same shall be paid, in full, no later than JULY 1, 1994 to the liquidation agent.

Any disputes related to this agreement shall be arbitrated under the rules of the American Arbitration Association, with a single arbiter.

This agreement may only be modified in writing, and expresses the entire agreement of the parties hereto.

Dated: _____

The partners of HAPPY & ASSOCIATES,:

INDEPENDENT CONTRACTING FORM

This form is used to create an independent contracting relationship.

Docudrama, Ltd., referred to as CONTRACTING PARTY, and Jerome Douglas, referred to as INDEPENDENT CONTRACTOR, agree:

INDEPENDENT CONTRACTOR shall perform the following services for CONTRACTING PARTY:

copy videotape

at the following rate of pay:

\$22.00 per unit

This agreement shall begin on January 15, 1995 and shall terminate on February 14, 1995 unless earlier terminated.

Contracting Party may terminate this contract on 14 days notice to Independent Contractor for unsatisfactory performance.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE CONTRACTING PARTY PROVIDES NO BENEFITS SUCH AS UNEMPLOYMENT INSURANCE, HEALTH INSURANCE OR WORKER'S COMPENSATION INSURANCE TO INDEPENDENT CONTRACTOR.

CONTRACTING PARTY IS ONLY INTERESTED IN THE RESULTS OBTAINED BY THE INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO.

INDEPENDENT CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE AND LOCAL INCOME TAXES.

Dated: _____

CONTRACTING PARTY BY AN AUTHORIZED OFFICER

INDEPENDENT CONTRACTOR

JOB OFFER

This document prepares a formal offer of a job.

APPIUS APPLICANT
123 4TH STREET
BIGCITY, DELAWARE 12345

Dear MR. APPLICANT:

We thank you for your application for a position with our firm as COURIER. We are pleased to offer this position to you as BICYCLE COURIER #1234, with a first date of work scheduled for JUNE 30, 1995.

This position is covered by a formal contract of employment, and we enclose a contract. Please review and return a fully executed copy if you accept the position.

This position is subject to the general terms and conditions of employment as they are set from time to time in the employee handbook of our company.

This position is for employment "at will." Accordingly, our firm retains the right to terminate this contract at any time.

The yearly salary for this position is \$1234.56 (one thousand two hundred thirty four & 56/100 dollars) and any benefits which are generally offered to our employees from time to time will apply to this position.

Please reply to us no later than MAY 31, 1995. If you have any questions, or to convey your decision please contact PERRY PERSONNELOFFICER as soon as possible. Thank you.

Sincerely,

VERONICA VICEPRESIDENT
PERSONNEL DIRECTOR

CATEGORY 6: POWERS OF ATTORNEY AND LIVING WILLS

This category contains powers of attorney and living wills.

See also:

[SIMPLE POWER OF ATTORNEY](#)

[DURABLE POWER OF ATTORNEY](#)

[CERTIFICATION THAT POWER OF ATTORNEY REMAINS IN EFFECT](#)

[REVOCAION OF POWER OF ATTORNEY](#)

[UNIFORM LIVING WILL](#)

[LIVING WONT](#)

SIMPLE POWER OF ATTORNEY

This form allows another person to act in your place. Choices include banking, school records, executing deeds, selling property, etc. Note that an IRS Power of attorney MUST names the tax years and forms. A description such as "all years" and "all forms" will not be accepted by the IRS. The IRS has a tendency to want powers of attorney on their form. However, this form IS VALID!

POWER OF ATTORNEY

Scott Atwell, the "principal," of Thomasville, Georgia, herewith appoints Allan Cranston of Cairo, Georgia, as their attorney in fact, to act in the place and stead and with the same authority as Principal would have to do the following acts:

To conduct any and all business regarding my deposit accounts, loans, safe deposit box, or other banking business in regard to the First Confederated Bank, of Thomasville, Georgia. This power shall specifically include, but is not limited to the right to deposit, withdraw, sign checks or drafts, make stop payment orders, and to conduct any banking transactions necessary or possible in regard to my banking relationship with the First Confederated Bank.

To execute a deed or other instrument of conveyance conveying my interest in the following real property:

Lot 29, Happy Acres Estates

To examine and to order copies of any and all of my educational records, including both financial and student loan and health related records, at the following college, school or other educational institution:

Georgia State University of Atlanta, Georgia, and any branches thereof

To represent me before the Internal Revenue Service in regard to the following taxable years and returns:

Forms: Form 1040 Years: 1990-1995

This power of attorney shall be in effect from January 1, 1996 to December 31, 1996.

Scott Atwell, As Principal

STATE OF Georgia

COUNTY OF Thomas

Scott Atwell personally appeared before me and acknowledged the execution of this power of attorney for the purposes set forth therein.

Dated: _____

Notary Public

DURABLE POWER OF ATTORNEY

Under the law, an ordinary power of attorney, like the simple power of attorney above, automatically is revoked by the incapacity of the principal. A durable power of attorney, unlike a regular power of attorney continues in effect even if the principal becoems incapacitated.

POWER OF ATTORNEY

Terence Tuttle, the "principal," of Kapitola, Kansas, herewith appoints Nelson Nelson of Wichita, Kansas, as their attorney in fact, to act in the place and stead and with the same authority as Principal would have to do the following acts:

To act for me in the regard to the following:

execute trade acceptance regarding load of bricks

This power of attorney shall be in effect from January 5, 1994 to February 4, 1996 and shall not be revoked due to my incapacty, and will continue in effect should I ever become incapaitated.

Terence Tuttle, As Principal

STATE OF Kansas

COUNTY OF Dustbowl

Terence Tuttle personally appeared before me and acknowledged the execution of this power of attorney for the purposes set forth therein.

Dated: _____

Notary Public

CERTIFICATION THAT POWER OF ATTORNEY REMAINS IN EFFECT

This form may be requested when an older power of attorney is being used.

STATE OF Arizona

COUNTY OF Maricopa

Hannah El-Shabaz, having been sworn or affirmed to tell the truth, states:

WHEREAS, on June 3, 1995, Nelson McMurferson executed a power of attorney naming myself as their attorney in fact, and,

WHEREAS, on January 3, 1995 I began to act under that power, and,

WHEREAS, Unferth Heleford is requesting verification that the power is still in force and effect,

I, Hannah El-Shabaz, having personal knowledge of the facts and circumstances herein, certify that the power of attorney referred to herein is still in full force and effect and that I am not aware of any event which would result in the power of attorney lapsing having taken effect.

Dated: _____

Hannah El-Shabaz

Sworn to and subscribed before me on _____, 199__.

Notary Public

My Commission Expires:

REVOCATION OF POWER OF ATTORNEY

This simple form contains all it takes to revoke a power of attorney.

REVOCATION OF POWER OF ATTORNEY

I, Wally Walrus, herewith:

revoke that certain power of attorney, dated June 1, 1995, naming Calvin Chessman as my attorney in fact.

Dated: _____

Wally Walrus

Witnesses:

UNIFORM LIVING WILL

The Uniform Living Will expressed

.....

UNIFORM LIVING WILL

OF Irving Titlebaum

To my family, my physician, my lawyer, my clergyman. To any medical facility in whose care I happen to be. To any individual who may become responsible for my health, welfare or affairs.

Death is as much a reality as birth, growth, maturity and old age -- it is the one certainty of life. If the time comes when I, Irving Titlebaum, can no longer take part in decisions of my own future, let this statement stand as an expression of my wishes while I am still of sound mind.

If the situation should arise in which I am in terminal state and there is no reasonable expectation of my recovery, I direct that I be allowed to die a natural death and that my life not be prolonged by extraordinary measures. I do, however, ask that medication be mercifully administered to me to alleviate suffering even though this may shorten my remaining life.

This statement is made after careful consideration and is in accordance with my strong convictions and beliefs. I want the wishes and directions here expressed carried out to the extent permitted by law. Insofar as they are not legally enforceable, I hope that those to whom this will is addressed will regard themselves as morally bound by these provisions.

If it is permissible under the laws of the jurisdiction in which I may be hospitalized I direct that the physicians supervising my care upon a terminal diagnosis to discontinue hydration (water) should the continuation of hydration be judged to result in unduly prolonging a natural death.

If it is permissible under the laws of the jurisdiction in which I may be hospitalized I direct that the physicians supervising my care upon a terminal diagnosis to discontinue feeding should the continuation of feeding be judged to result in unduly prolonging a natural death.

I herewith release any and all hospitals, physicians, and others both for myself and for my estate from any and all liability for complying with this declaration, to the fullest extent provided by law.

I herewith authorize my spouse, if any, or any relative who is related to me within the third degree to effectuate my transfer from any hospital or other health care facility in which I may be receiving care should that facility decline or refuse to effectuate the instructions given herein.

Signed:

Irving Titlebaum

City of residence: Buffalo

County of residence: Clark

State of residence: New York

Social Security Number: 123-45-0987

Date: _____

Witness:

Witness:

STATE OF _____

COUNTY OF _____

This day personally appeared before me, the undersigned authority, a Notary Public in and for
_____ County, _____ State, _____

_____ (Witnesses) who, being first being duly sworn, say that they are the
subscribing witnesses to the declaration of Irving Titlebaum, the declarant, signed, sealed and published
and declared the same as and for his declaration, in the presence of both these affiants; and that these
affiants, at the request of said declarant, in the presence of each other, and in the presence of said
declarant, all present at the same time, signed their names as attesting witnesses to said declaration.

Affiants further say that this affidavit is made at the request of Irving Titlebaum, declarant, and in his
presence, and that Irving Titlebaum at the time the declaration was executed, in the opinion of the
affiants, of sound mind and memory, and over the age of eighteen years.

Taken, subscribed and sworn to before me by _____ (witness) and
_____ (witness) this _____ day of
_____, 19____.

My commission expires: _____

Notary Public

LIVING WON'T

When considering legislation authorizing living wills, the state of Nevada decided that if they permit living wills, they also had to allow statements that the person wanted to have all medical care possible.

We have called this a "living won't" and an example follows:

DECLARATION OF DESIRES AS TO MEDICAL CARE

I, Cassandra Elliot, desire to make aware that after mature reflection, and, being aware of the right under the law to decline life- sustaining treatment, that I wish, should I ever be unable to make decisions for myself concerning my medical treatment that I receive life sustaining treatment even after a terminal diagnosis, even if the life prolonging treatment will delay the natural process of dying.

I have previously made a "living will" or other document expressing a desire contrary to that specified herein, and by this document I herewith revoke the same.

Dated: _____

Declarant

Glossary of Terms

Although we have made every effort to use ordinary terms in all of our forms, from time to time there is no other way to create a legal document except with technical terms.

You may encounter the following terms in Cosmi's Windows Attorney . We list the type of forms in which the term is used and provide a brief definition.

ACCELERATE

ADVANCEMENT

AMORTIZED

AFFIANT

ANNUAL PERCENTAGE RATE

AT WILL

ATTESTATION

BREACH

CODICIL

COMMERCIALLY REASONABLE

CORPUS

COST OF COVER

DECLARANT

EARNEST MONEY

ENTITY

FIDUCIARY

FIXTURES

GUARANTOR

HAZARDOUS WASTE SURVEY

HIGHEST LEGAL RATE

HOLD HARMLESS

HOLDER

INDEMNITY

INTESTACY

INGRESS AND EGRESS

INJUNCTION

INTANGIBLE

LEGAL DESCRIPTION

LESSEE

LESSOR

LIQUIDATED DAMAGES

MAKER

MARKETABLE TITLE

NON-NEGOTIABLE NOTE

NUNCUPATIVE WILL

QUIT CLAIM DEED

RESIDUE

RESIDUARY CLAUSE

SELF PROVING WILL

SEVERABILITY

SETTLOR

SPECIFIC PERFORMANCE

TITLE INSURANCE

TRADE SECRET

TRUSTOR

UNIFORM COMMERCIAL CODE

WARRANTY DEED

WASTE

ACCELERATE

(Accelerate payments-- found in loan documents):

In loans, the right of a creditor to demand payment in full if the debtor defaults. If a debt is accelerated, the debtor must pay the full amount due and cannot simply catch up on overdue installment payments.

ADVANCEMENT

(Advancement on inheritance-- used in wills)

Property or cash which is given to an heir and is to be deducted from what they receive in their will. Must be subject to a specific direction to do so.

AMORTIZED

(The amortization terms-- Found in documents regarding mortgages):

As used in this program, the terms over which a mortgage loan is to be paid: length of time to pay, size of payments, balloons if any, interest rate.

AFFIANT

(The affiant states-- used in affidavits)

A person who is swearing to the facts in an affidavit.

ANNUAL PERCENTAGE RATE

(Interest rate shall be calculated as an annual percentage rate-- found in loan documents):

A term taken from Regulation "Z," a law that relates to consumer loans. A true "simple interest rate."

Requires all charges to be added to the loan balance and then calculates a true rate of interest. Referred to in loans even used in business to refer to a true equivalent simple interest rate.

AT WILL

(Right to terminate an employee at will-- found in employment contracts):

A doctrine, now under a great deal of fire, that an employer can fire an employee for any reason, or no reason at all. Often mentioned several times in an employment contract or manual to emphasize this fact.

ATTESTATION

(Attestation clause- a title of part of many documents)

A clause in a document containing an oath or acknowledgment that the persons involved signed the form.

BREACH

(Breach of contract-- used in various agreements):

A deviation from an agreement which entitles the other party to end their performance and to receive any damages which they have suffered. When a contract has been breached is one of the most difficult questions in law. Often contracts, as do many of ours, provide time limits for "cures" of deviations from the contract.

CODICIL

(Title of a series of documents in this program)

A legal document making changes in a will. It must be signed with the same formalities as a will.

COMMERCIALLY REASONABLE

(Right to sell in a commercially reasonable manner-- found in loan documents or sales agreements)

What is usually done in the business world by prudent businessmen. A standard of reasonableness based on the factors that a business person would consider.

CORPUS

(The corpus of a trust-- used in trusts)

The original amount of property placed in a trust. This is to distinguish the original funds in the trust from later earnings. Often trusts place more restrictions on the disbursement of corpus, attempting to keep it intact.

COST OF COVER

(The party will be responsible for the cost of cover-- found in purchase/sale contracts):

A term from the Uniform Commercial Code on sales (Article 2). The doctrine that the party who breaches a contract for purchase or sale is responsible for the cost that the other party incurs in getting replacement goods or services from others.

DECLARANT

Person who makes a living will (since they "declare") is called the declarant.

EARNEST MONEY

(If the party forfeits earnest money-- Found in sales contracts):

Earnest Money is a deposit made by a buyer in the course of a sales transaction. Usually is taken as liquidated damages if the buyer fails to close.

ENTITY

(The property may be conveyed to any entity controlled by the seller-- used in sales agreements):

A person, corporation, partnership or other legal collection. Used to make clear that property may be sold to legal persons other than just individuals.

FIDUCIARY

A person or firm who has a close relationship, or is directed to watch out for the interests of another. For example, the trustee of a trust has a fiduciary relationship to the beneficiaries of the trust.

FIXTURES

(Any fixtures installed by the tenant will become part of the property-- found in leases and in some loan documents):

A fixture is an item of personal property which is affixed to real estate. For example, a furnace which is not installed is usually personal property, but once it is attached to plumbing, it may become a fixture. Important since a tenant usually cannot remove fixtures at the end of a lease.

GUARANTOR

(Guarantor of a note-- found in loan documents):

A person who is co-signing a debt, and is completely responsible for the debt if it is not paid by the debtor.

HAZARDOUS WASTE SURVEY

(Seller is to provide a hazardous waste study-- used in sales agreements):

Under the law if there are toxins on real property the title holder is responsible for the costs of clean up, no one wants to buy the right to clean up toxic wastes. Accordingly, before purchasing real estate or a business, a survey to see if there are any environmental problems are appropriate.

HIGHEST LEGAL RATE

(After default, interest will be due at the highest legal rate-- found in loan and sale documents):

A convenient short hand which provides that interest on an obligation will be due at the highest rate that the law permits for these type of transactions.

HOLD HARMLESS

(The seller will hold the buyer harmless from any claims-- used in many type of agreements but usually in relation to sales agreements):

A requirement that a party settle, defend or pay claims made against another in regard to an agreed upon risk. For example, broadcasters run the risk of copyright infringement claims when they broadcast a program purchased by an advertiser. If a hold harmless or indemnity clause is included in the contract, and such a claim takes places, the advertiser must take care of the claim, or, will be legally responsible for the costs of the station to handle the claim.

HOLDER

(Holder of a note-- found in loan documents):

The owner of a note, who receives the payments.

INDEMNITY

See hold harmless above.

INTESTACY

Not having a will. Intestacy results in state law determining who gets the property.

INGRESS AND EGRESS

(Property must have ingress and egress-- used in real estate agreement):

A legal way to get in and out of property. If you can't enter your land without trespassing on someone else's land, then you have a land-locked piece of property, which is then essentially worthless. This type of issue is covered by title insurance.

INJUNCTION

The law usually awards persons "damages," a sum of money, if a contract is breached. However, in the case of non-competes or secrecy agreements, money is usually not enough to cure the wrong done. Therefore, an injunction, a specific command to a person on how to act, is provided for by law. Forms specifically include references to injunctions so that all parties are aware that this contract is a type in which an injunction can be granted.

INTANGIBLE

(All intangible rights-- Found in documents regarding sales of stations):

Rights other than those in personal property or real property. Any rights in intellectual property, such as: copyrights, trade names, good will.

LEGAL DESCRIPTION

(Enter the legal description-- used in deeds, leases, contracts for the sale of real estate):

In any contract to lease property or to purchaser or to transfer real property, it is important to include the legal description of the property. A legal description is NOT the address of the property. Under the law, in order for a real estate transactions to be enforceable, the document must precisely state what property is involved.

A legal description is one that a surveyor could use to locate and mark out the boundaries of the property. These usually fall into two categories. The first is a "plat book and lot" description.

For example:

Lot 1 of Block 3 of the Second Addition to the Broadcasters Legal Guide subdivision, as recorded in Plat Book 1 of Example County, Example State.

The second is a "metes and bounds description." For example:

Begin at the Northwest corner of the South 1/2 of Township 21 East, Range 22

In some transactions, in order to save space a reference is made to the tax collector item number which contains the legal description, or the recording information for a deed which contains the legal description.

LESSEE

(Used in leases):

The tenant. The party who pays the rent!

LESSOR

(Used in leases):

The owner of the property, or if it is a sub-lease, the tenant. The party who receives the rent!

LIQUIDATED DAMAGES

(The deposit shall be kept as liquidated damages-- found normally in sales contracts):

Under the law, no matter how attractive the idea may be, does not allow ridiculous penalties to be attached to breaches of contract. For example, if a person pays late, the law would not permit you to simply make them pay double, unless you could prove that your costs went up by that amount. However, the parties can agree what the consequences will be in the event of a breach, if the damages can't be calculated precisely. For example, courts will usually allow a contract to provide for the retention of a deposit made in a sales contract. However, even if a contract states that a certain amount will be liquidated damages courts will not enforce this if it is unreasonable.

MAKER

(Maker of a note-- found in loan documents):

The borrower.

MARKETABLE TITLE

(The title to the land shall be marketable-- found in real estate transactions):

In real estate sales a "perfect" title to land is not required, just a marketable one. A "marketable title" is one that may have slight imperfections, but is essentially good.

NON-NEGOTIABLE NOTE

(This note is non-negotiable-- found in loans):

An ordinary promissory note is negotiable if drawn properly. The holder of the note can sell it to another person, and in most cases, the new holder of the note becomes a "holder in due course" and is entitled to be paid, even if there is a dispute between the maker of the note and the original holder. However, in sales of businesses with owner financing, or other special circumstances, the parties may desire to draft a non-negotiable note, which means that even if the note is transferred (non-negotiable does not mean non-sellable) the defenses, if any, related to the original transaction still may be raised by the maker of the note.

NUNCUPATIVE WILL

An oral will made by a soldier or sailor who is in fear of imminent death. Only may pass personal property. This type of will is oral and then reduced to writing by the witnesses to the will.

QUIT CLAIM DEED

A deed given to clear out a question ("cloud") upon a title. Does not guarantee that the person who gave the deed has any interest in the property.

RESIDUE

(I leave the residue of my estate to.-- used in wills)

See residuary clause (this is the part of the estate left over after any specific gifts or bequests.)

RESIDUARY CLAUSE

(Clause in a will)

A clause in a will that leaves all of the assets which have not been otherwise left. Results in a complete disposition of assets in an estate. Usually (but not always) the largest part of the estate is the residue.

SELF PROVING WILL

A will which is witnessed by three persons and a separate notary public or other officer who is authorized to administer an oath. Such wills are entitled to be probated without a surviving witness stating that the will is one that they recognized. Anyone, of course, can still challenge the will.

SEVERABILITY

(Clause in some legal documents)

A clause in a contract providing that if part of the contract is set aside by the courts, it should be "severed" and the remainder of the contract enforced.

SETTLOR

(Settlor of a trust-- used in trust documents)

The person who makes a living trust.

SPECIFIC PERFORMANCE

(The buyer may obtain specific performance-- found in real estate or business sale transactions):

The legal right to force a person to complete a contract. Since property like real estate is unique, the courts will require that the seller complete the contract upon request of the buyer.

TITLE INSURANCE

(The seller shall provide title insurance-- used in real estate sales agreements):

Insurance that guarantees persons against defects in the title to real estate and the lack of ingress or egress.

TRADE SECRET

(The parties may exchange trade secrets-- found in non-disclosure agreements):

Patents expire after 17 years, copyrights expire after about 75. It is nevertheless possible to maintain the exclusive right to make something but keeping the process that you use secret. Also, information can be very valuable. For example, customer lists or knowledge about upcoming promotions may be very valuable to competitors. Therefore the law recognizes that if a company takes steps to insure that certain information is kept secret that the law will protect this information as a trade secret.

TRUSTOR

Another term to describe a person who makes a trust.

UNIFORM COMMERCIAL CODE

A series of laws which govern: sales, notes and other commercial paper, leases, bank deposits, bulk sales, investment securities, warehouse receipts and secured transactions.

WARRANTY DEED

(Property is to be conveyed by warranty deed-- used in real estate agreement):

A deed in which the seller stands behind any defects in the title, except those stated in the deed. This is the type of deed usually used in a real estate sale.

WASTE

(The tenant shall not commit waste-- found in leases):

Severe abuse of rented premises beyond ordinary wear and tear.

