

Econohomes LLC
 1901 W Braker Lane Ste D-200
 Austin, TX 78758
 Phone: 800-779-7150
 Fax: 512-597-2067
 www.econohomes.com



1220
 Virginia

FACSIMILE TRANSMITTAL

To: Michael Russo	Fax #: 651-483-9032
From: Econohomes	Property: 1220 Virginia St. in St. Paul
Pages: [20] Inclusive	Date: October 5, 2011

Re: Sales Contract and Payment Info

Dear Shawn.

Attached is the contract that needs to be initialed on all pages, signed on Page 10 and 4, and scanned back today; together with the completed Patriot Act form and a copy of your driver's license. Please also note the Rider attached, review, sign and return with your contract.

If not already printed on the Contract, kindly fill in your name on Page 1 and complete the Deed information on Page 8. With regard to the Deed information, we require the following: name, marital status and, address where the Deed is to be sent after recording.

The address must be a physical address, not a P.O. Box.

The Contract does not need to be notarized and can also be faxed if you prefer. Our fax number is: 512-597-2067.

Should you have any questions or require further information, please feel free to contact us.

Regards,
 Econohomes

CONFIDENTIALITY NOTICE: This faxed document, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by replying immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.



CONTRACT FOR SALE

THE TRANSACTION CONTEMPLATED IN THIS CONTRACT IS INTENDED TO BE CONSUMATED BY AN INVESTOR WITH THE ABILITY TO EVALUATE THE PURCHASE AND OWNERSHIP OF A PROPERTY ON AN AS-IS BASIS WITH THE ASSUMPTION OF ALL LIENS AND ENCUMBRANCES AND PURCHASING THE PROPERTY PRIOR TO THE DEED BEING DELIVERED TO THE SELLER (see Section 3 below). INDIVIDUALS WHO DO NOT POSSESS THE ABILITY TO EVALUATE THE RISKS OF A PURCHASE UNDER THESE CONDITIONS SHOULD CONSULT AN ATTORNEY PRIOR TO ENTERING INTO THIS CONTRACT.

This Contract of Sale ("Contract") is made on October 5, 2011 between Visio Limited and EH GP LLC, doing business as Econohomes LLC, Valuhomes LLC, Visio REO Limited Partnership, Visio REO II Limited Partnership, Visio Capital REO Limited Partnership, Visio REO Debt Fund, LLC, XBY LLC, Visio SM LP, Visio Homes, Visio Capital I LLC, Visio Capital II LLC, Visio Capital III LLC, EH Pooled LP, EH Pooled 510 LP, EH Pooled 610 LP, EH Pooled 710 LP, EH Pooled 810 LP, EH Pooled 910 LP, EH Pooled 1010 LP, EH Pooled 1110 LP, EH Pooled 1210 LP, EH Pooled 111 LP, EH Pooled 211 LP, EH Pooled 311 LP, EH Pooled 411 LP, EH Pooled 511 LP, EH Pooled 611 LP, EH Pooled 711 LP, EH Pooled 811 LP, EH Pooled 911 LP, EH Pooled 1011 LP, EH Pooled 1111 LP, EH Pooled 1211 LP, FM 611 LTD, FM 811 LTD, EH Pooled DO LP, and Econohomes REO LLC ("Seller"), and MICHAEL RUSSO ("Buyer").

1. PROPERTY ADDRESS: It is agreed that the Seller will sell and the Buyer will buy upon the terms and conditions set forth in this Contract the following property:

STREET ADDRESS: 1220 VIRGINIA STREET, ST PAUL, MN 55117

Parcel ID#: 24-29-23-43-0137

Legal description: See Exhibit "A" attached hereto and made a part hereof. (together with any improvements thereon and any other property of Seller located thereon at closing, the "Property").

2. PURCHASE PRICE and Elections:

	Amount	Amount
Purchase Price	\$13,705.00	
Plus Improvements Assurance Fee (See Section 3(a))	\$	
Plus Cash For Deed Transaction Fee (See Section 3(b) and 5(a))	\$595.00	
Plus Full Closing Transaction Fee (See Section 5(b))		
Plus Title Search Fee	\$	
Less Earnest Money/Deposit (See Section 12)		\$1,430.00
<i>Equals cash to close</i>		\$12,870.00
Total Purchase Price (both columns should be equal)	\$14,300.00	\$14,300.00

3. **CONDITION OF SALE:** Buyer acknowledges that Seller obtained the Property, or has contracted to obtain the Property, from an institution who obtained a quit claim or limited/special warranty deed to the Property via a foreclosure process, deed in lieu of foreclosure, forfeiture or similar process. This Contract is subject to the final acquisition of the Property by Seller from Seller's institutional supplier. If Seller does not deliver the Deed (defined below) to Buyer within 180 days of funding by Buyer of the Total Purchase Price, Seller will refund the Total Purchase Price less the Improvement Assurance Fee, if any. Seller will refund Verifiable Out of Pocket Costs (defined below) if an election is made under Section 3(a) of this Contract at the time of execution of the Contract and the related fee is paid under the election at the time of funding the Total Purchase Price under Section 2 hereof.

(a) **IMPROVEMENTS ASSURANCE:** If Seller does not deliver the Deed (defined below) to Buyer within 180 days of full funding of the Total Purchase Price by Buyer, Seller will refund to the Buyer upon written request the Total Purchase Price less the Improvement Assurance Fee. Seller also will reimburse Buyer for Verifiable Out of Pocket Costs (defined below) in accordance with the following schedule:

Buyer(s) Initial To Elect Option	Verifiable Out of Pocket Costs	Improvement Assurance Fee
	\$0.00 to \$10,000	\$395.00
	\$0.00 to \$20,000	\$595.00

Econohomes GP LLC, a wholly owned subsidiary of Visio Limited, agrees to reimburse verifiable out of pocket improvement costs ("Verifiable Out Of Pocket Costs") to Buyer upon Buyer's written request in the event Seller is unable to deliver a deed (as defined below) for the Property within 180 days of funding of the Total Purchase Price by Buyer. Verifiable Out Of Pocket Costs is limited to actual costs that are both (i) evidenced by proof of payment to an independent third party for materials and labor, and (ii) that are verified by a third party inspection performed by a licensed inspector / appraiser (the "Inspection") commissioned by Seller within 30 days of written demand for reimbursement by Buyer. Verifiable Out of Pocket Costs is further limited to the lesser of actual, verifiable costs or the increased value of the Property as a result of the improvements made by Buyer as determined by a licensed inspector / appraiser agreeable to both Buyer and Seller.

Verifiable Out Of Pocket Costs excludes: (i) any value for time that the Buyer or any relative of the Buyer spends on the Property (ii) labor for unlicensed contractors where a license is required, (iii) improvements that are deemed by the Inspection not made in a workman like manner or are made with defective materials, (iv) improvements that have been partially or wholly destroyed by vandalism, fire or other acts of God if full reimbursements are not received by Seller under a hazard insurance policy purchased by Buyer with the Seller as a named insured, (v) improvements made that are not compliant with local ordinance or building codes, or improvements for which a permit was not

issued if a permit is required for such improvements, (vi) improvements subject to mechanic's or material's liens, (vii) repairs that have caused a diminution in value of the Property, that subject the Seller to claims by the deed holder of the Property, or require the Seller to incur costs to repair the Property, (viii) any improvements if the Buyer has/have failed to protect the entire Property against physical disrepair (regardless of the cause) and as a result, the Property suffers a loss of value, regardless of the improvements made, and (ix) property taxes (whether delinquent or current year) or homeowner association dues/fees paid, fines paid or similar amounts paid to any governmental, administrative or regulatory entity.

BUYER(S) ACKNOWLEDGE(S) THAT PAYMENT OF THE IMPROVEMENT ASSURANCE FEE SET FORTH ABOVE DOES NOT ENTITLE BUYER(S) TO REIMBURSEMENT FOR LOST PROFITS AND HEREBY WAIVES ANY CLAIMS RELATED TO IMPROVEMENTS OTHER THAN FOR VERIFIABLE OUT OF POCKET COSTS AS DEFINED ABOVE.

(b) **NO IMPROVEMENTS ASSURANCE:** Unless fees are paid to Seller under 3(a) above, if Seller does not deliver the Deed (defined below) within 180 days of funding of the Total Purchase Price by Buyer, Seller will refund the Total Purchase Price. Seller will NOT reimburse Buyer for any out of pocket expenses incurred by Buyer prior to, on or after closing AND BUYER(S) WAIVE(S) ANY AND ALL CLAIMS FOR DAMAGES OR COMPENSATION FOR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION LOST PROFITS, MADE BY BUYER(S) TO THE PROPERTY INCLUDING ANY CLAIMS BASED UPON UNJUST ENRICHMENT. **BUYER IS WARNED NOT TO MAKE INVESTMENTS IN THE PROPERTY PRIOR TO DELIVERY OF DEED BY SELLER.**

4. **TITLE, RESTRICTIONS, EASEMENTS, LIMITATIONS:** At the closing, and subject to paragraph 7 below, Seller will deed to Buyer all of Seller's right, title, and interest in and to the Property. In all cases and without limitation, Buyer will take title to the Property subject to the following "Exceptions as to Conveyance and Warranty": (A) zoning, restrictions, prohibitions and requirements imposed by governmental authority, (B) restrictions and matters appearing on the plat or common to the subdivision, (C) easements of record and apparent easements, provided said easements are located on the side or rear lines of the Property, (D) liens and encumbrances whether recorded or not and all matters of record, (E) taxes and amounts owed to any governmental authority, including those specified in Section 10 below, and (F) court approval of foreclosure and mortgagor's rights of redemption.

5. **CLOSING:** Buyer elects from the closing options below by payment of the relevant transaction fee:

(a) **CASH FOR DEED CLOSING:** Seller charges Buyer a Cash for Deed Transaction Fee of \$595.00 to cover document preparation and coordination for the Closing by Econohomes GP LLC, a wholly owned subsidiary of Visio Limited, personnel and is payable to Econohomes GP LLC. Closing will occur on the latter date that Seller receives (a) the Total Purchase Price from Buyer, or (b) Seller countersigns and delivers to the Buyer the Contract that has been fully and properly executed by the Buyer.

(b) **FULL CLOSING:** Seller charges Buyer a Full Closing Transaction Fee in the amount of \$1,045.00 to cover the costs of administration and coordination with Buyer's third party settlement agent and is payable to Econohomes GP LLC. Closing will occur on the latter date that Seller receives (a) the Total Purchase Price from Buyer or Buyer's closing agent, or (b) Seller countersigns and delivers to the Buyer or Buyer's closing agent the Contract that has been fully and properly executed by the Buyer.

6. **DELIVERY OF POSSESSION:** Seller will deliver possession of Property to Buyer only upon Closing.

7. **DOCUMENTS FOR CLOSING:** Seller shall receive deed from its inventory servicers at which time Seller or Seller's representative shall prepare a Deed for transfer to Buyer. Seller shall be responsible for recording the Deed and will pay any deed transfer fees or taxes required to transfer the deed, including withholding taxes levied upon foreign sellers, in an amount not to exceed 2% of the Purchase Price. Buyer is responsible for any transfer fees or taxes exceeding 2% of the Purchase Price and Buyer is responsible for all other costs of transfer levied by

municipalities, states or other jurisdictions. In such case, Seller may pay and Buyer shall be invoiced for reimbursement of said fees/liens to Seller. Alternatively, Seller may forward the Deed to Buyer to record. Buyer shall be responsible for obtaining title insurance at Buyer's own discretion. The Deed shall quitclaim to Buyer all of Seller's right, title, and interest in and to the Property (a "Quitclaim Deed") or, at Seller's election and only in connection with a Full Closing as set forth in Section 5 (b) hereof, may include a "Special Warranty of Title" (a "Special Warranty Deed"). A "Special Warranty of Title" means Seller's warranty to "defend title against persons claiming by, through, or under the grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty." As used herein, "Deed" shall mean a Quitclaim Deed or, at Seller's election, a Special Warranty Deed. Regardless of the form of Deed, the Property shall be transferred "AS IS, WHERE IS, AND WITH ALL FAULTS" without warranty of any kind, except for any Special Warranty of Title that Seller may elect to provide in its discretion. Buyer acknowledges that, but for the acceptance of the Property "AS IS", Seller would not have executed and delivered this Contract. Buyer agrees to accept the conveyance of the Property subject to the following provision that may, at Seller's sole discretion, be included in the Deed:

GRANTOR AND GRANTEE AGREE THAT BY THE QUITCLAIM OR CONVEYANCE OF THE PROPERTY, GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR ANY IMPROVEMENTS RELATED THERETO, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SAFETY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE HAS CAREFULLY INSPECTED THE PROPERTY (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION, INCLUDING, BUT NOT LIMITED TO, ANY LATENT OR PATENT FAULTS OR DEFECTS, WHETHER ABOVE, ON, OR BELOW GROUND, AND FURTHER INCLUDING ALL RISK OR DANGER (IF ANY) RELATED TO ELECTRO-MAGNETIC OR HIGH VOLTAGE FIELDS, EXPOSURE TO RADON, AND ALL OTHER ENVIRONMENTAL CONDITIONS WHATSOEVER. IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE, ITS SUCCESSORS OR ASSIGNS IN TITLE, FOR ANY DAMAGES TO PROPERTY OR PERSONS, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY LOSS OF VALUE OR ECONOMIC BENEFIT WHATSOEVER, RELATED TO ANY PRESENT OR FUTURE CONDITION OF OR AFFECTING THE PROPERTY OR IMPROVEMENTS. GRANTEE ACCEPTS THIS DEED AND CONSENTS TO ITS FORM AND SUBSTANCE. GRANTEE AGREES TO ALL OBLIGATIONS IMPOSED ON GRANTEE BY THE TERMS OF THE DEED AND THE CONTRACT FOR SALE REGARDING THE PROPERTY DESCRIBED IN THIS DEED.

8. DEFECTS IN TITLE: BUYER ACKNOWLEDGES BY SIGNATURE BELOW that Seller has recommended that Buyer has the title examined by a qualified title examiner or attorney of Buyer's choosing prior to Closing. Buyer hereby waives any claims related to matters of title subsequent to Closing.

Buyer's Signature Michael Russo Co-Buyer's Signature _____

9. CLOSING DATE: The Total Purchase Price will be funded on or before OCTOBER 12, 2011 and, subject to the terms and conditions of this Contract, the Deed will be delivered by Seller within one hundred eighty (180) days thereof.

Seller's Contact for Cash for Deed Closing is:
Amber Work, Econohomes, LLC (512) 696-1997 x. 504, Amber@econohomes.com

Seller's Contact for Full Closing:
Cassie Bedgood, 512-696-1997 x 205, cassie.bedgood@econohomes.com

10. PRORATIONS: Buyer is responsible for all delinquent taxes, utilities, assessments, liens, fines, judgments and any other encumbrances to which the Property is subject, whether recorded or unrecorded.

Buyer MR
rev. 8/8/11 - Our File No.: 11-1633 - MICHAEL RUSSO

11. **CLOSING COSTS AND EXPENSES:** All closing costs and all settlement expenses, if any, will be paid by the Buyer.

12. **EARNEST MONEY/DEPOSIT:** The Earnest Money/Deposit is ten percent (10%) of the Purchase Price and shall be refundable upon written request by the Buyer prior to the Closing. Refunded deposits will be made by check and will be mailed within 15 days of written notice described above. Buyer shall have an exclusive right to buy the Property from Seller only for a period of seven (7) days from delivery of the Earnest Money/Deposit. Thereafter, unless the Buyer properly executes and delivers to Seller this Contract and delivers to the Seller the Total Purchase Price, Seller may sell the Property to another Buyer. Seller may continue to market the Property during the seven (7) day exclusivity period. Buyer agrees that failure to provide written notice as described above, and by Closing according to Section 5, **BUYER FOREVER WAIVES ANY RIGHTS TO CLAIMS AGAINST SELLER WHATSOEVER RELATED TO MATTERS OF TITLE, LIENS AND ENCUMBRANCES OR CONDITION OF THE PROPERTY.**

13. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller will terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails within the time period allowed to deliver Deed as described in Paragraphs 3 and 8, Buyer may (a) extend the time for performance up to 30 days or (b) terminate this contract as the sole remedy to receive a refund as set forth under Section 3 and Section 9.

14. **REQUIRED CERTIFICATIONS:** If an inspection and certification of the premises is required by local ordinance, State or Federal law, or Buyer's lending institution, Buyer will pay for said inspections. Buyer further agrees to have any and all repairs required by such an inspection made. If inspections or repairs are required to be made prior to Seller being permitted to convey title, Buyer will make repairs prior to recording of title by Seller.

15. **OTHER AGREEMENTS:** This Contract supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. No amendment, modifications or supplement to this Contract will be binding unless in writing and duly executed and delivered by each of the parties hereto to the other party. Nothing herein will be construed as constituting a partnership or joint venture between Buyer and Seller. **IF AN EMPLOYEE OF SELLER HAS MADE ANY STATEMENTS CONFLICTING WITH THE TERMS OF THIS CONTRACT, PLEASE CONTACT THE SELLER'S CONTACT LISTED IN SECTION 9 ABOVE.**

16. **PROPERTY CONDITION:** Buyer acknowledges and agrees that Seller has not made and Seller hereby specifically disclaims any express or implied warranties, guaranties or representations, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, design, any latent or patent defects, the quality of the geology, the presence or absence of environmental hazards or the suitability of the Property for any activities or uses, (ii) the manner, design, construction, condition, quality, the state of repair or lack of repair of any of the Property, (iii) the nature or extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (iv) the compliance of the Property or its operation with any laws, rules, ordinances, or regulations of any government or other body (including those relating to health, safety or environment), (v) the income to be derived from the Property, or (vi) any other matter affecting the Property. Any information provided or to be provided by Seller in respect of the Property was obtained from a variety of sources. Seller has not made an independent investigation of such information and makes no representations as to the accuracy or completeness thereof. Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, Seller makes no warranty or representation expressed or implied, or arising by operation of law, including any warranty of condition, habitability, merchantability, or fitness for a particular purpose. It is further agreed that Seller has not warranted, and does not warrant that the Property or any improvements located thereon now or in the future will meet or comply with the requirements of any law or safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction. **SELLER EXPRESSLY STATES AND BUYER(S) SPECIFICALLY ACKNOWLEDGE(S) THAT SELLER HAS NOT PERSONALLY INSPECTED THE**

PROPERTY OR HAD THE PROPERTY INSPECTED BY AN INSPECTOR FOR THE PURPOSE OF ASCERTAINING THE CONDITION OF THE PROPERTY SUCH THAT ANY REPRESENTATIONS CAN BE MADE. Buyer agrees that Buyer is relying solely upon its inspection, examination, and evaluation of the Property without reliance on any information provided or that may be provided by Seller. Buyer has thoroughly inspected and examined the Property to the extent deemed necessary by the Buyer to enable it to evaluate the Property and its purchase or has had the opportunity to make such inspection and examination. Buyer hereby assumes all risk and liability (a) for any matters not discovered in its inspection and for any matters not inspected, or (b) resulting from the ownership, use, condition, location, maintenance, repair or operation of the Property. Buyer represents and warrants that (1) Buyer has such knowledge and experience in real estate investigation to evaluate the merits and risks of the transactions provided in this Contract, and (2) Buyer is financially able to bear the economic risk of the loss of such investment and the cost of the due diligence and investigations under this Contract. Buyer is purchasing the Property, including to the extent located thereon all improvements, appliances, fixtures, plumbing, heating, air conditioning, electrical distribution, water heating, other mechanical systems, and structural components, in their current condition and state of repair and on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis. Buyer further accepts the Property without any reservations as to the condition of all improvements and subject to any governmental authority inspections or proceedings required by statute and/or ordinance as to compliance or habitability. Disclaimers similar to the foregoing in form satisfactory to Seller shall be inserted in the Deed and any other documents to be delivered by Seller to Buyer.

17. **LEAD BASED PAINT:** If the Property was built prior to 1978, the Property may contain lead-based paint or other sources of lead. Exposure to lead-based paint or other sources may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. Buyer agrees that it is purchasing the Property "as-is" without any representations or warranties whatsoever as to the condition of the Property. Buyer further agrees that Seller has no responsibility or liability for, and Buyer hereby unconditionally releases Seller from, any and all liabilities, both known and unknown, present or future, that is based upon or related to, the existence of lead or lead-based paint on or about the Property. Buyer acknowledges (a) that it has been informed by Seller of possible health hazards posed by exposure to lead from lead-based paint or other sources on or about the Property, and (b) receipt of the EPA approved lead-hazard information pamphlet entitled Protect Your Family From Lead in Your Home (included with this Contract). Seller has no knowledge of lead-based paint and/or lead based paint hazards in the Property. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property. Buyer is entitled to a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. **BUYER WAIVES THE OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.**

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

19. **ASSIGNMENT:** Buyer may not assign all or any part of the Property or this Contract without the prior written consent of Seller in its discretion. If Seller consents to an assignment, among other requirements the proposed assignee must agree in writing in form and substance satisfactory to Seller to the terms and conditions of this Contract as if an original signatory hereto. No assignment shall release Buyer from its obligations hereunder except to the extent expressly provided in writing by Seller. This Contract may be assigned by Seller and will be binding on the heirs and assigns of the Parties. Any assignment in violation of this paragraph is void.

20. **INDEMNIFICATION:** As used herein, (i) "Buyer's Group" means Buyer and Buyer's tenants, invitees, licensees, successors, heirs and assigns, (ii) "Damages" means any loss, damage, injury, decline in value, lost opportunity, liability, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including reasonable attorney's fees), charge, cost (including costs of investigation), amount due or expense of any nature, and (iii) "Seller Group" means Seller and Seller's owners, employees, agents, representatives, successors and assigns. Buyer, on

behalf of itself, its successors and assigns, agrees to indemnify, defend and hold harmless each member of the Seller Group from and against any and all Damages arising out of or relating to (a) any inaccuracy or violation of Buyer's representations, warranties or covenants in this Contract, (b) any actions or failure to act on, respond to or comply with any local, state or federal law, rule or ordinance affecting the Property or its condition including building code requirements, nuisance claims or abatement thereof, condemnation proceedings, lien enforcement actions, or other matter or proceeding (Buyer acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that this indemnity also will apply in such instance), (c) actions or failure to act in any matter involving a tort claim arising from use or condition of the Property, or (d) the condition of the Property or the adequacy or inadequacy of any inspection thereof. THE INDEMNIFICATION PROVISIONS IN THIS PARAGRAPH SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS (INCLUDING ANY PAST, PRESENT OR FUTURE ENVIRONMENTAL LAW, OCCUPATIONAL, SAFETY OR HEALTH LAW, PRODUCTS LIABILITY OR OTHER LEGAL REQUIREMENT), AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION.

21. **CASUALTY LOSSES:** If any part of the Property is damaged or destroyed by fire or other casualty loss after funding the deposit but before Closing, Seller shall bear the loss. If the Property is damaged prior to Closing, Seller may, at Seller's sole discretion, either (1) restore the Property to its previous condition as soon as reasonably possible or (2) terminate this Contract and return the earnest money to the Buyer.

22. **BUYER:** Buyer hereby represents to Seller that Buyer is a knowledgeable and sophisticated investor having such knowledge of financial and business matters to be capable of evaluating the merits and risks of investment. BUYER IS ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL OR TO ELECT A FULL CLOSING UNDER 5(B) IF BUYER IS NOT IN THE PRACTICE OF BUYING INVESTMENT PROPERTY OR DOES NOT UNDERSTAND THE IMPLICATIONS OF SECTIONS 3, 4, 5, 7, 8, 10, 12, OR 16.

23. **MISCELLANEOUS.** The provisions of this Contract survive the closing, the delivery of the Deed and any termination of this Contract. Time is of the essence for purposes of this Contract; it will be a material breach of this Contract to fail to perform any obligation within the time required or permitted by this Contract. This Contract is not intended to and will not be deemed to provide third parties with any remedy, claim, right of action, or other right. The term "include" and its variants shall be deemed to be followed by the phrase "without limitation." The headings used in this Contract are intended solely for convenience of reference, do not themselves form a part of this Contract, and may not be given effect in the interpretation or construction of this Contract. If any provision of this Contract, or the application of any provision to any person or set of circumstances, is determined to be invalid or unenforceable to any extent, the remainder of this Contract, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. If any provision of this Contract is determined to be invalid or unenforceable for any reason, then this Contract shall remain in full force and effect and the invalid or unenforceable provision shall be replaced by a provision determined by a mutually agreed independent real estate attorney to be within the original spirit and intent of this Contract. If the parties are unable to agree on such attorney, either party may petition a court to identify such attorney. The parties are sophisticated and were represented by counsel during the negotiation of this Contract. As a result, the parties believe the presumption of any laws or rules relating to the interpretation of contracts against the drafter thereof should not apply, and hereby waive any such presumption and agree that this Contract shall be construed fairly and not against any party. This Contract may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

24. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine, or email as follows:

PLEASE PREPARE THE DEED AS FOLLOWS: (No P.O. Box)	
Name: MICHAEL RUSSO	<u>Seller Information</u>
Address: 3749 EDGERTON ST. Vadnais Heights 55127	P.O. Box 81662 Austin, TX 78758
Telephone: 651-489-5095	(512) 696-1997 x 504
Fax: _____	Fax # (512) 597-2067
Email: _____	contracts@econohomes.com

25. **DISPUTE RESOLUTION:** This paragraph, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this Contract.

(a) This Dispute Resolution Provision provides the exclusive means for resolving all controversies and claims between the parties (collectively a "Claim"), whether arising in contract, tort or by statute, including controversies or claims that arise out of or relate to (1) this Contract, as may be renewed, extended or modified, (2) any document related to this Contract, (3) any alleged breach of this Contract or of any document related to this Contract, (4) the arbitrability of any Claim, or (5) any Claim that this Contract or any part hereof is invalid, illegal or otherwise voidable or void. For the purposes of this Dispute Resolution Provision only, the term "parties" shall include Buyer, Seller and their respective agents, officers, owners and Affiliates and each individual or entity involved in the servicing, management or administration of any obligation described or evidenced by this Contract. "Affiliate" means a person or entity that controls, is controlled by, or is under common control with another person or entity.

(b) At the request of Seller or any of its agents, officers, owners or Affiliates but subject to the provisions of subparagraph (g) below, a Claim shall be resolved exclusively by binding arbitration in Austin, Texas pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "Act").

(c) Arbitration proceedings will be conducted in accordance with the Act, Part E ("Expedited Procedures") of the Commercial Arbitration Rules then in effect ("Expedited Rules") of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (1) serve as the provider of arbitration or (2) enforce any provision of this arbitration clause, the Seller or its agent, officer, owner or Affiliate requesting arbitration may designate another arbitration organization with similar procedures to serve as the provider of arbitration. Notwithstanding any other provision in this Contract, the Expedited Rules shall be modified as follows: (1) no settlement or mediation conference or conferences may be ordered unless all parties request same; (2) regardless of the actual amount of the Claims, the Expedited Procedures applicable to claims of \$75,000 or less shall be used; (3) no stenographic or other record of the hearing shall be created or permitted; (4) AAA will deliver to the parties a list of prospective arbitrators numbering one more than the number of parties to the dispute; within seven calendar days after delivery to the parties, each party may strike one name by informing AAA in writing and the person designated by AAA from the remaining person(s) on the list shall be the arbitrator; (5) as soon as practicable after selection of the arbitrator, the arbitrator shall provide its estimate of the fees and expenses for the arbitrator and the arbitration to each party for deposit of its pro rata share with the arbitrator within five days of receipt of such estimate; failure of any party to make such deposit shall result in its forfeiture of the right to prosecute or defend the Claim which is the subject of the arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings; (6) in addition to the other forms of service provided for under the Expedited Rules, any party or counsel for a party which has a facsimile machine which is used as a part of his or its normal business shall be deemed to have consented to service by facsimile transmission; (7) the arbitration award shall include factual findings only as to the basis for and calculation of damages and shall not contain any

other factual findings; and (8) the arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(d) The arbitrator will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator, except as set forth at subparagraph (h) of this Dispute Resolution Provision.

(e) The arbitrator shall be bound by the limitations of liability and other provisions of this Contract, including the governing law provision, and the arbitrator shall have no power to amend this Contract. The arbitrator shall have no right to grant or award indirect, consequential, punitive or exemplary damages of any kind. Each party irrevocably and unconditionally waives the right, if any, to obtain an award for indirect, consequential, punitive or exemplary damages of any kind from another party in any arbitration or judicial proceeding with respect to or in connection with any Claim.

(f) To the extent any Claims are not arbitrated and except as otherwise permitted in subparagraph (g), the Claims shall be resolved exclusively in the U.S. District Court for the Western District of Texas, Austin Division, or any court of the State of Texas having subject matter jurisdiction and each of the parties agrees and consents to such venue and to personal jurisdiction in such courts. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS CONTRACT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

(g) This Dispute Resolution Provision does not limit the right of any party to (1) exercise self-help remedies other than setoff of monies, (2) any forcible entry and detainer action or any other action to recover, foreclose or sell the Property or any personal property collateral in the jurisdiction where the Property or such collateral is located, or (3) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. Exercise of any rights in this subparagraph (g) shall not constitute a waiver by the Seller or any its agents, officers, owners or Affiliates exercising such rights to thereafter require submittal of the Claim to arbitration.

(h) Any arbitration or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court described in subparagraph (f) of the Dispute Resolution Provision. The parties acknowledge and agree that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or determined to be unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(i) In addition to all other relief, the prevailing party in any dispute described in this Dispute Resolution Provision shall also be awarded its reasonable attorney's fees, fees for witnesses and service of process, experts' fees and other reasonable costs and expenses incurred in (i) pre-filing and post-filing negotiations of the dispute, (ii) the arbitration and judicial proceedings to obtain, enter or confirm any award, (iii) preparing for and participating in any judicial proceeding, and (iv) efforts to collect any award or judgment rendered. Post-award and post-judgment expenses recoverable under this subparagraph shall not be merged into any award or judgment. The non-prevailing party or parties shall pay the reasonable expenses (including without limitation attorneys' fees) of the prevailing party or parties and the arbitrator fees and administrative expenses associated with the arbitration.

26. **GOVERNING LAW:** This Contract shall be governed by, and shall be interpreted, construed and enforced in accordance with, the laws of the State where the Property is located without regard to its rules regarding conflicts of law.

27. **Buyer's WAIVER OF CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT AND OTHER CONSUMER PROTECTION LAWS:** As partial consideration to Seller to enter into this Contract, to the extent that the Texas Deceptive Trade Practices Consumer Protection Act is applicable to this transaction, Buyer can and do expressly waive all rights under the Texas Deceptive Trade Practices Consumer Protection Act, Sections 17.41 through 17.63, Texas Business and Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Buyer's own selection, Buyer voluntarily consents to this waiver. In addition, Buyer waives their rights under all other consumer protection laws in other states applicable to this transaction that may be waived by the parties.

In witness whereof, the Parties have caused this Contract to be executed as of the date first written above.


MICHAEL RUSSO

Seller



U.S. Patriot Act Compliance Form

Buyer/Borrower Names and Marital Status. MICHAEL RUSSO

Property Address: 1220 VIRGINIA STREET, ST PAUL, MN 55117

Mailing Address: 1220 Virginia ST ST Paul MN 55117

Check here if your mailing address is the same as the property address noted above.

Social Security Number: _____

You will also need to provide a copy of one of the identifying documents listed below:

- Valid State Driver's License
- Valid Passport
- Military or Dependant ID
- Valid State ID
- Current school ID with photo
- Green card (U.S. Dept of Homeland Security Alien Registration card)

Michael Russo
MICHAEL RUSSO
Buyer/Borrower Signature

Date: 10/05/11



Real Estate Sales and Investments

**RIDER
LIENS AND ENCUMBRANCES**

This Liens And Encumbrances Rider is incorporated into and amends and supplements a Contract For Sale (the "Contract") of even date herewith, given by the undersigned Buyer and Seller and covering the Property described in the Contract to which this Rider is attached.

1. The Buyer acknowledges and agrees that the Property is sold subject to all liens and encumbrances, recorded or unrecorded.

2. The Buyer acknowledges that liens and encumbrances may include, and are not limited to, real property taxes, homeowner's association fees, unpaid utilities, various income tax liens, property easements and mechanics and materials liens.

3. The Buyer acknowledges that Seller has not performed a search of the public records or made any inquiries regarding any liens for the purpose of determining the full extent of liens and encumbrances to which the Property is subject.

4. The Buyer further acknowledges that the Seller has advised Buyer that a TITLE SEARCH AND A CONVENTIONAL PROPERTY CLOSING IS AVAILABLE for the purchase of the Property from the Seller and that either a title search or a conventional closing would likely disclose liens and encumbrances to which the Property is subject.

5. The Buyer acknowledges and agrees that Seller may have provided limited information to the Buyer regarding liens and encumbrances on the Property but Seller did so based on limited inquiries and therefore **MAKES NO REPRESENTATION AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION.** Seller may have additional information or have access to additional information but may not have made this information available to the Buyer because of the limited nature of the Seller's investigations and limited confidence the Seller has in its information.

6. The Buyer agrees that the Seller is under no further obligation to investigate or to disclose information to the Buyer regarding actual or potential liens and encumbrances affecting the Property.



MICHAEL RUSSO - 10/05/11
Buyer/Borrower Signature

Date of Contract:

Buyer: MICHAEL RUSSO

Sellers: EH POOLED 211 LP

Property: 1220 VIRGINIA STREET, ST PAUL, MN 55117

ADDENDUM TO CONTRACT FOR SALE

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND HEREBY, AGREE THAT THE SUBJECT AGREEMENT OF SALE SHALL BE AMENDED AS FOLLOWS:

Paragraph to be added to the contract:

29. The buyer will be required to pay real estate property taxes due upon closing. If the seller is unable to record the buyers deed within 180 days of closing the real estate property taxes paid will be refunded to the buyer.

All other terms and conditions of the said agreement, and any other amendments thereto, shall remain unchanged and in full force and effect.

SELLER:

BUYER:

Edward C. Sumner, Manager

Michael Russo

MICHAEL RUSSO

Dated: _____

Dated: OCT 7TH 2011



**ECONOHOMES
VISIO LIMITED**

Real Estate Sales and Investments

**ADDEDUM #1 (CERTIFICATION OF COMPLIANCE) TO
CONTRACT FOR SALE and/or INVESTOR INSTALLMENT AGREEMENT**

This is an addendum to the Contract for Sale ("Contract") made on October 5, 2011, between Visio Limited, doing business as Econohomes LLC, Valuhomes LLC, Visio REO Limited Partnership, Visio REO II Limited Partnership, Visio Capital REO Limited Partnership, Visio REO Debt Fund, LLC, XBY LLC, Visio SM LP, Visio Homes, Visio Capital I LLC, Visio Capital II LLC, Visio Capital III LLC, EH Pooled LP, EH Pooled 510 LP, EH Pooled 610 LP, EH Pooled 710 LP, EH Pooled 810 LP, EH Pooled 910 LP, EH Pooled 1010 LP, EH Pooled 1110 LP, EH Pooled 1210 LP, EH Pooled 111 LP, EH Pooled 211 LP, EH Pooled 311 LP, EH Pooled 411 LP, EH Pooled 511 LP, EH Pooled 611 LP, EH Pooled 711 LP, EH Pooled 811 LP, EH Pooled 911 LP, EH Pooled 1011 LP, EH Pooled 1111 LP, EH Pooled 1211 LP, FM 611 LTD, EH GP LLC and Econohomes REO LLC ("Seller"), and MICHAEL RUSSO ("Buyer") regarding the Property located at: 1220 VIRGINIA STREET, ST PAUL, MN 55117.

The following terms are hereby incorporated as part of the Contract:

1. Buyer shall bring the Property into compliance with all applicable code requirements of the City of ST PAUL, within 90 days of Closing as stated in the Truth in Sale of Housing Inspection.
2. Buyer expressly acknowledges that any failure to comply with Section 1 hereof shall constitute a material breach entitling Seller to pursue all remedies set forth in Section 13 of the Contract. **IN ADDITION, SELLER SHALL BE ENTITLED TO THE TOTAL PURCHASE PRICE SET FORTH IN SECTION 2 OF THE CONTRACT AS LIQUIDATED DAMAGES.**
3. Buyer expressly acknowledges its obligation to indemnify Seller against any Damages incurred as a result of Buyer's failure to comply with Section 1 hereof.

To the extent the terms of this Addendum modify or conflict with any provision of the Contract, these terms shall control. All other terms of the Contract, including all prior addenda, not modified by this Addendum shall remain the same. Capitalized terms not defined herein, shall have the meaning ascribed to them in the Contract. In witness whereof, the Parties have caused this Contract to be executed as of the date first written above.

Michael Russo
MICHAEL RUSSO

Edward C. Sumner, Manager

Exhibit 'A'
Legal Description

EX E 10 FT FOR ALLEY LOTS 20 AND LOT 21, SEC 24 TWN 29 RNG 23

STREET ADDRESS: 1220 VIRGINIA STREET, ST PAUL, MN 55117

Parcel ID#: 24-29-23-43-0137

39. Smoke detector Information:

Smoke detector(s) H
Property located _____
*Hard-Wired _____

*IF N or H see note on p. 3, Item 39

Disclosure Report
St. Paul Truth-In-Sale of Housing
(Carefully read this entire report)

Office Use, ONLY:

Date Received _____

Payment Ref. _____

THIS REPORT IS NOT A WARRANTY, BY THE CITY OF ST. PAUL OR EVALUATOR OF THE FUTURE USEFUL LIFE, OR THE FUTURE CONDITION OF ANY BUILDING COMPONENT OR FIXTURE.

Notice: A copy of this Report must be publicly displayed at the premises when the house is shown to prospective buyers, and a copy of this Report must be provided to the buyer prior to the time of signing a Purchase Agreement.

Address of Evaluated Dwelling: 1220 Virginia St
Addresses without the correct street type and/or direction may be returned and may incur a late fee.

Owner's Name: Econohomes Alln Girl Ross

Owner's Address: 1901 W Braker Lane Suite D200, Austin, TX 78758

Current Usage of this dwelling: Single Family Townhouse Condo* Duplex Other _____
*For condominium units, this evaluation includes only those items located within the residential units and does not include the common use area, or other residential areas of the structure.
Usage may not be legal. See below.

Comments:

PROPERTY LOCATION AND POSSIBLE USE RESTRICTION INFORMATION

If a box is not checked then the information does not apply to this dwelling. This information is not guaranteed by the evaluator nor by the City of St. Paul.

According to information provided to Truth-In-Sale of Housing Evaluators by the City of St. Paul this property:

IS A Registered Vacant Building. The conditions applicable to a sale are different by Category:
 Note if this box is not now marked this dwelling may become a vacant building before the 1 year expiration date of this report.

Cat 1 : New owners must re-register the building and pay all outstanding fees and obtain permission for occupancy. Written permission from the City of Saint Paul is required before a Cat 2 or Cat 3 VB can be sold.

Cat 2 : Requirements include: 1. register/re-register the building, 2. Pay outstanding fees, 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City.

Cat 3 : All above requirements **AND** obtain a Certificate of Occupancy or Certificate of Code Compliance before sale.

NOTICE: A VB status and/or category can change at any time. You must contact the City's Vacant Buildings division at 651-266-9900 to be sure you are fully informed of all the conditions and requirements that may affect the sale of this property.

- IS located within a St. Paul Heritage Preservation District or is individually designated as a Saint Paul Heritage Preservation Site. Review and approval of exterior work (excluding painting), modifications, additions and demolition is required by the Heritage Preservation Commission and city staff. For questions regarding Heritage Preservation call the City's information line at 651-266-9989.
- HAS Open permits. Go to the DSI website (see below), click on "Look Up Property Information" to view information. Completion and/or occupancy restrictions or requirements may apply. Call 651-266-9990 for permit information.
- IS a Verified Legal Duplex. If this dwelling is in use as a duplex and this box is not checked, contact DSI Zoning at 651-266-9908 for the most recent information. Research into a property's history may incur a fee.

You may obtain a printout of all this information by visiting the DSI website, then enter the property address as directed: www.stpaul.gov > Government > Department of Safety & Inspections, then click on "Look Up Property Information"

This Report:

1. is intended to provide basic information to the home buyer and seller prior to the time of sale. This report WILL NOT be used to enforce the requirements of the Legislative Code; however, this evaluation form will be used by the Fire Department to determine if there is compliance with the requirements for hard-wired smoke detectors.
2. is based on the current Truth-In-Sale of Housing Evaluator Guidelines, and is based upon different standards than the lender, Federal Housing Administration (FHA) or Veterans Administration (VA).
3. is not warranted, by the City of St. Paul, nor by the evaluator for the condition of the building component, nor of the accuracy of this report.
4. covers only the items listed on the form and only those items visible at the time of the evaluation. The Evaluator is not required to operate the heating plant (except during the heating season), use a ladder to observe the condition of the roofing, disassemble items or evaluate inaccessible areas.
5. is valid for one year from the date of issue and only for the owner named on this report.

Questions regarding this report should be directed to the evaluator. Complaints regarding this report should be directed to Department of Safety and Inspections, Truth-In-Sale of Housing Program, Phone No. 651-266-1900.

EVALUATOR: Roger Bovee PHONE: 651 653-5976 DATE: 07/06/2011 Rev 3/2009

Address: 1220 VIRGINIA ST Date: 07/06/2011 Page 1 of 4

Property Address: 1220 Virginia St

Rating Key: M=Meets minimum B=Below minimum C=See Comment H=Hazardous Y=Yes N=No NV=Not Visible/Viewed NA=Not Applicable

- BASEMENT/CELLAR**
- 1. Stairs and handrails B
 - 2. Basement/cellar floor C
 - 3. Foundation B
 - 4. Evidence of dampness or staining Y
 - 5. First floor, floor system B
 - 6. Beams and columns M

- ELECTRICAL SERVICE(S) # of Services** 1
7. Service size:
 Amps: 30 _____ 60 X 100 _____ 150 _____ Other _____
 Volts: 115 _____ 115/220 X

- BASEMENT ONLY:**
- 8. Electrical service installation/grounding H
 - 9. Electrical wiring, outlets and fixtures H

- PLUMBING SYSTEM**
- 10. Floor drain(s) (basement) B
 - 11. Waste and vent piping (all floors) H,B
 - 12. Water piping (all floors) H,B
 - 13. Gas piping (all floors) B
 - 14. Water heater(s), installation H
 - 15. Water heater(s), venting B
 - 16. Plumbing fixtures (basement) H

- HEATING SYSTEM(S) # of** 1
17. Heating plant(s): Type: Air Fuel: Gas
- a. Installation and visible condition C,B
 - b. Viewed in operation (required in heating season) N
 - c. Combustion venting B

The Evaluator is not required to operate the heating plant(s), except during heating season, between October 15 and April 15.

18. Additional heating unit(s) Type: _____ Fuel: _____
- a. Installation and visible condition -
 - b. Viewed in operation -
 - c. Combustion venting -

19. ADDITIONAL COMMENTS (1 through 18) B

Item # Comments
Specify location(s), where necessary

- Partial basement.*
- 1. *B Door opens into stairway. Mold present in stairway. Improper, uneven rise on treads. Water damaged walls and ceiling in stairway. Handrail ends not returned to wall. Low headroom at bottom of stairs.*
 - 2. *C Slab is cracked.*
 - 3. *B Some cracks in foundation. Displaced block.*
 - 4. *Stains on walls. Water on floor.*
 - 5. *B Improperly notched joists.*
 - 6. *H Service is grounded to water line but lacks jumper wire at water meter. No dead front on panel.*
 - 9. *H Improperly terminated, exposed, wires. Open junction boxes.*
 - 10. *B Floor drain is debris filled.*
 - 11. *B Improper rubber union in drain line.*
 - 11. *H Water off to property, dry traps possible.*
 - 12. *B Improperly terminated water line.*
 - 12. *H Water off to property, cannot test.*
 - 13. *B Improper flexible gas line run to dryer.*
 - 14. *H See #12.*
 - 15. *B Vent line lacks screws.*
 - 16. *H See #11. Laundry tub not connected to waste line.*
 - 17A *B Not operational.*
 - 17A *C Sealed combustion chamber, cannot view interior.*
 - 17C *B Vent line shows rust.*
 - 10. *B Damper in dryer vent line.*

EVALUATOR: Roger Bovee

DATE: 07/06/2011

Property Address: 1220 Virginia St

Rating Key: M=Meets minimum B=Below minimum C=See Comment H=Hazardous Y=Yes N=No NV=Not Visible/Viewed NA=Not Applicable
 Where there are multiple rooms to a category, the Evaluator must specify the room to which a Comment is related.

Item #	Comments
KITCHEN	
20. Walls and ceiling	B
21. Floor condition and ceiling height	C,B
22. Evidence of dampness or staining	Y
23. Electrical outlets and fixtures	H
24. Plumbing fixtures	B,H
25. Water flow	H
26. Window size/openable area/mechanical exhaust	M
27. Condition of doors/windows/mech. exhaust	M
LIVING AND DINING ROOM(S)	
28. Walls and ceiling	B
29. Floor condition and ceiling height	C
30. Evidence of dampness or staining	Y
31. Electrical outlets and fixtures	H
32. Window size and openable area	M
33. Window and door condition	M
HALLWAYS, STAIRS AND ENTRIES	
34. Walls, ceilings, floors	C,B
35. Evidence of dampness or staining	Y
36. Stairs and handrails to upper floors	NA
37. Electrical outlets and fixtures	H
38. Window and door condition	M
39. Smoke detector(s)	H
Properly located	
* Hard-wired (HWSD)	*
<small>*N or H in a single family home then SFPR Dept requires HWSD installation</small>	
BATHROOM(S)	
40. Walls and ceiling	B
41. Floor condition and ceiling height	C
42. Evidence of dampness or staining	N
43. Electrical outlets and fixtures	M
44. Plumbing fixtures	H
45. Water flow	H
46. Window size/openable area/mechanical exhaust	M
47. Condition of windows/doors/mech. exhaust	M
SLEEPING ROOM(S)	
48. Walls and ceiling	B
49. Floor condition, area, and ceiling height	C
50. Evidence of dampness or staining	N
51. Electrical outlets and fixtures	M
52. Window size and openable area	M
53. Window and door condition	B
ENCLOSED PORCHES AND OTHER ROOMS	
54. Walls, ceiling, and floor, condition	B
55. Evidence of dampness or staining	Y
56. Electrical outlets and fixtures	M
57. Window and door condition	M
ATTIC SPACE (Visible Areas)	
58. Roof boards and rafters	C
59. Evidence of dampness or staining	Y
60. Electrical wiring/outlets/fixtures	C
61. Ventilation	Y
62. ADDITIONAL COMMENTS (20 through 61)	H
CO Detector information reported here	

20. B Hole in wall. Missing and damaged drop ceiling components. Water damaged ceiling. Blistering paint on ceiling. Open wall cavities.

21. B Damaged flooring.

21. C Floor out of level.

22. Stains on ceiling tiles.

23. H Improperly spliced wires at light fixture. Some 3 pronged outlets not grounded. Open junction box, exposed wires.

24. B Sink not vented.

24. H See #11.

28. H See #12.

28. B Open wall cavities. Water damaged ceiling end walls.

29. C Floor out of level.

30. Stains on ceiling. See #28.

31. H Missing cover plates.

34. B Low ceiling height. Water damaged ceiling. Loose ceiling tiles. Buckled paneling on walls.

34. C Floor out of level.

35. Stains on ceiling.

37. H Outlet located in shower area, has reverse polarity.

39. Hazard, no hardwired detector.

40. B Blistering paint on ceiling.

41. C Floor out of level.

44. H See #11.

45. H See #12.

48. B Cracks in ceiling go front bedroom.

49. C Floors out of level.

53. B Broken sash cords.

64. B Visible foam insulation at wall and ceiling connection to house. Delaminated OSB sheathing (roof boards).

55. Stains roof boards.

58. C #59 to 61- Limited viewing from hatch.

59. Stains on roof boards.

60. C Not visible.

62. H Improperly capped, abandoned access to chimney in living room. No CO detector.

EVALUATOR: Roger Bovee

DATE: 07/06/2011

Property Address: 1220 Virginia St

Rating Key: N=Meets minimum D=Below minimum C=See Comment H=Hazardous Y=Yes N=No NY=Not Visible/Viewed NA=Not Applicable

EXTERIOR (Visible Areas)

Item #	Comments
63. Foundation	B
64. Basement/cellar windows	B
65. Drainage (grade)	B
66. Exterior walls	B
67. Doors (frames/storms/screens)	B
68. Windows (frames/storms/screens)	B,C
69. Open porches, stairways and decks	B
70. Cornice and trim	B
71. Roof structure and covering	B,C
72. Gutters and downspouts	B
73. Chimneys	B
74. Outlets, fixtures and service entrance	H,B

63. B Some cracks in foundation. Some displaced block.
 64. B Loose and missing putty. Blistering paint.
 65. B Grade lacks proper slope away from structure.
 66. B Damaged siding. Siding lacks protective finish in areas.
 67. B Damaged screen on rear storm door. Missing lock components on entry doors.
 68. B Loose and missing putty. Blistering paint.
 68. C 1 boarded window.
 69. B Improper landing on front sloop, no handrail. No handrail on front steps.
 70. B Visible foam insulation at fascia. Missing aluminum fascia.
 71. B Shingles are worn. rusted flashing.
 71. C Cannot view porch roof from ground.
 72. B Missing components, garage gutters.
 73. B Deteriorated brick in chimney. No flue liner visible. No cap on chimney on garage.
 74. B Service lines to garage not 10 ft above grade.
 74. H Ungrounded 3 pronged outlets.
 75. C #75 to 80. Did not gain entry to garage.

GARAGE(S)/ACCESSORY STRUCTURE(S)

75. Roof structure and covering	M
76. Wall structure and covering	M
77. Slab condition	C
78. Garage door(s)	M
79. Garage opener(s) - (see important notice #6)	C
80. Electrical wiring, outlets and fixtures	C
81. ADDITIONAL COMMENTS (62 through 80)	NA

FIREPLACE/WOODSTOVES # of

82. Dampers installed in fireplaces	NA
83. Installation	NA
84. Condition	NA

SUPPLEMENTAL INFORMATION No determination is made whether items meet minimum standards (Y/N, NA, NY, only)

INSULATION	Y/N	Type	Inches/Depth
85. Attic Insulation	Y	Gelulose	uneven
86. Foundation Insulation	N		
87. Kneewall Insulation	NA		
88. Rim Joist Insulation	N		

89. ADDITIONAL COMMENTS (81 through 88) NA

I hereby certify I prepared this report in compliance with the St. Paul Evaluator Guidelines and all other applicable policies and procedures of the Truth-in-Sale of Housing Board, I have utilized reasonable and ordinary care and diligence and I have noted all conditions found that do not conform to the minimum standards of maintenance.



651 653-5976

07/06/2011

Page 4 of 4
Rev 12/2009

Phone Number

Date

Printed Name: Roger Boyer

IMPORTANT NOTICES

- Any single family residence in St. Paul must have at least one smoke detector connected to the electrical system (hard-wired). The detector must be located near sleeping rooms. For more information call Fire Prevention, 651-266-9090. (St. Paul Legislative Code, Chapter 58.)
- Rainleaders connected to the sanitary sewer system must be disconnected. For more information call Public Works, Sewer Utility, (651) 266-6234.
- A house built before 1978 may have lead paint on/in it. If children ingest lead paint, they can be poisoned. For more information call Ramsey County Public Health, 651-266-1199.
- Neither the City of St. Paul nor the Evaluator is responsible for the determination of the presence of airborne particles such as asbestos, noxious gases such as radon, or other conditions of air quality that may be present, nor the conditions which may cause the above.
- If this building is used for any purpose other than a single family dwelling, it may be illegally zoned. To help you determine legal uses under the zoning ordinance, contact the Zoning Administrator at 651-266-9008.
- An automatic garage door should reverse upon striking an object. If it does not reverse it poses a serious hazard and should be immediately repaired or replaced.