

BILL OF SALE

_____, a _____ (“Grantor”), for good and valuable consideration to Grantor in hand paid by _____, a _____ (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby sell and deliver to Grantee all of Grantor’s right, title and interest, if any, in and to:

The tangible personal property (the “Personal Property”) currently existing on and used in connection with the apartment complex located at _____ improved with a _____ rental unit apartment complex (“Premises”), including, without limitation, that certain tangible personal property shown on Schedule 1 attached hereto and incorporated herein.

The Personal Property is in used condition, and Grantor is neither a manufacturer, nor distributor of, nor dealer nor merchant in, said Personal Property. Grantor makes no representations, express or implied, as to the condition or state of repair of the Personal Property, including warranties of fitness or merchantability, it being expressly understood that the Personal Property is being sold to Grantee in its present “AS IS, WHERE IS” condition and with all faults. There are no representations or warranties, express, implied or statutory, that extend beyond the description of said Personal Property set forth above, except that Grantor represents and warrants that: (i) Grantor has not previously sold or conveyed said Personal Property; (ii) Grantor has full power, right and authority to convey title thereto; (iii) Grantor is lawfully possessed of good title to the Personal Property; and (iv) the Personal Property shall be conveyed and delivered to Grantee free and clear of all liens, encumbrances and creditors’ rights, other than a lien for current taxes not yet delinquent.

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale as of the date below.

GRANTOR:

By: _____

Name: _____

Title: _____

Dated: _____

Schedule 1

Personal Property