

# PARTIAL PURCHASE AGREEMENT FOR NOTE AND MORTGAGE

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[NAME OF BUYER]  
[address]  
("Buyer")

- and -

[NAME OF SELLER]  
[address]  
("Seller")

WHEREAS, Buyer hereby agrees to purchase and Seller hereby agrees to sell and assign, without recourse as to the future financial performance of the Mortgagor(s), the Note and Mortgage legally described as follows (hereinafter referred to as the "Note" and "Mortgage", respectively):

Date of Note: \_\_\_\_\_, \_\_\_\_\_

Mortgage Payor: \_\_\_\_\_ [insert name of person who pays the loan]

Mortgage Payee: \_\_\_\_\_ [insert name of person who receives the payments, usually the seller]

Original Principal Amount of the Mortgage: \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Current Balance Owing on the Mortgage: \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Interest Rate: \_\_\_\_\_ percent per annum (\_\_\_\_\_/annum)

Amortization Period: \_\_\_\_\_ (\_\_\_\_\_) months [insert months in both words and numerals]

Balloon (if any):

Balloon Date: \_\_\_\_\_, \_\_\_\_\_

Balloon Amount: \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Monthly Payment Amount: \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Due Date of Payment Each Month: \_\_\_\_\_

First Payment Made on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Last Payment Made on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Next Payment Due on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Number of Payments Made: \_\_\_\_\_ (\_\_\_\_\_) [insert number in both words and numerals]

Number of Payments Remaining: \_\_\_\_\_ (\_\_\_\_\_) [insert number in both words and numerals]

Date of Mortgage: \_\_\_\_\_, \_\_\_\_\_

Recording Date of Mortgage: \_\_\_\_\_, \_\_\_\_\_

County of Recording: \_\_\_\_\_

State of Recording: \_\_\_\_\_

Book & Page of Recording: Book \_\_\_\_\_, Page(s) \_\_\_\_\_

Type of Real Estate (e.g. Single Family Home, Vacant Land, Commercial Property, etc.): \_\_\_\_\_

Physical Address of Real Estate: \_\_\_\_\_  
\_\_\_\_\_

Legal Description of Real Estate: See attached "Exhibit A".

Seller hereby warrants and represents that all of the above information is true and correct. The security interest described above shall also be assigned to Buyer herein.

1. PARTIAL ASSIGNMENT: Buyer is buying only a portion of the remaining balance due on the Note and Mortgage.

1.1 BUYER'S ENTITLEMENT: For the sum stated in Section 2, Buyer shall be entitled to receive \_\_\_\_\_ (\_\_\_\_\_) [*insert number of months in both words and numerals*] monthly installments of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per payment, beginning with the installment due on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. For the purposes of determining the amount due to Buyer in the event of an early payoff or buyout, this sum represents the net sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) plus interest on the unpaid balance, at a rate of \_\_\_\_\_ percent per annum (\_\_\_\_\_% / annum), compounded monthly.

In addition to principal and interest, upon satisfaction of Buyer's interest hereunder (including but not limited to prepayment by Mortgagor, default by Mortgagor, or buyout by Seller), Buyer shall also be entitled to receive reimbursement for any and all expenses which Buyer may have incurred as a result of acquiring and holding the Note and Mortgage, including, but not limited to: (a) advances on superior liens and encumbrances; (b) costs; (c) disbursements; (d) title fees and appraisal fees; (e) reasonable attorney's fees; (f) taxes and insurance premiums; (g) repairs and maintenance expenses; and (h) foreclosure costs and real estate commissions; together with interest thereon at a rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) from the date the expenses were incurred. If Buyer's interest hereunder is satisfied in full after one year from the date hereof, reimbursement for expenses and interest thereon shall not include acquisition costs (which shall be deemed to be costs incurred prior to the actual date of closing hereof), but rather shall only include any and all costs of holding the Note and Mortgage (which shall be deemed to be costs incurred after the actual date of closing hereof).

All of the above mentioned sums to which Buyer is entitled, including the original net sum and interest thereon, less payments received by Buyer from Mortgage Payor, and including expenses and interest thereon to which Buyer shall be entitled in accordance with this Section 1.1, shall hereinafter be referred to as the "Buyer's Entitlement". Seller's liability for Buyer's Entitlement shall be limited to Seller's residual interest in the Note and Mortgage.

**THIS IS A 9-PAGE DOCUMENT.**