

AGREEMENT TO PURCHASE JUDGMENT

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THIS CONSTITUTES THE ENTIRE AGREEMENT, fully integrated, entered into between _____, **the original judgment creditor(s)** hereafter referred to as SELLER(S) in this matter, and **Stevie Rhodes dba S. Rhodes Enterprises**, who will become the assignee and hereafter referred to as BUYER in this matter and the new judgment creditor.

SELLER(S) hereby agree to SELL for a valuable consideration of \$ 10.00 plus potential future consideration described below all rights, interests and title with recourse to the judgment whose Civil Action Number is: 00CESC00014 whose original judgment amount is \$ 3,000.00 plus \$75.00 court cost

Stevie Rhodes dba S. Rhodes Enterprises will pay all expenses for asset searches, skip tracing, travel, investigation, related court costs, process serving and related collection fees. The SELLER(S) will not incur or advance any expenses associated with the collection of this judgment. BUYER may retain, out of revenue collected, sufficient funds to satisfy advanced court-related expenses only prior to disbursement to either party, and may then petition the court to increase the judgment by an equivalent amount.

The purchase price for this judgment is 50 % of the combined total of the principal judgment amount and accrued interest due that is collected.

Payments to SELLER toward the purchase price will be deferred until BUYER begins to receive Judgment monies from Judgment Debtor.

Amounts collected from the Debtor, including post judgment interest, are to be disbursed as follows: 50% to the Seller until the judgment is satisfied.

All funds will be disbursed within **30 days** of receipt unless there is a possibility of the debtor filing **bankruptcy**. In that event, monies will be disbursed after 90 days of receipt due to the 'preference' rule in bankruptcy court.

SELLER(S) affirm that his/her interest in and title to said judgment is real, marketable, was legally obtained, has not been previously assigned, and has not been satisfied or canceled.

SELLER(S) affirm that, to date, he/she/they have received \$00.00 as partial payment of this debt from JUDGMENT DEBTOR(S), and will IMMEDIATELY notify BUYER of any future receipts.

SELLER(S) affirm that there is no attorney lien on this judgment.

SELLER(S) affirm that in the event that any undisclosed lien or other adverse third party interest is attached to the judgment or the proceeds thereof, all monies to satisfy said adverse interest in the judgment shall be taken from assignor's end of the proceeds.

SELLER understands that BUYER can in no way represent the SELLER and that no client relationship exists between them. Further, SELLER understands that BUYER makes no guarantees that any funds can or will be recovered from DEBTOR.

From the date of this agreement, SELLER(S) will cease and desist all efforts to collect this judgment and recognize that BUYER Stevie Rhodes (dba) S. Rhodes Enterprises, assignee, has total and exclusive right, title, and interest, in this judgment, without recourse, and at his discretion will collect, settle, prosecute, enforce, and compromise said judgment.

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In the event that BUYER **Stevie Rhodes (dba) S.Rhodes Enterprises** becomes deceased or incapacitated, and is thereby unable to continue to pursue the enforcement of the judgment, it is the expressed wish of BUYER that this judgment be automatically and immediately returned to the SELLER at no cost to the SELLER for continued enforcement and/or reassignment to another individual. SELLER agrees to this condition of sale.

Seller also warrants that he has not filed bankruptcy since the "cause of action" that resulted in this judgment, or, that in this bankruptcy he listed this judgment as an asset, and had it abandoned by the trustee.

Each of the parties acknowledge that it has been represented by counsel or has had the opportunity to discuss this agreement with counsel, has had sufficient time in which to consider this agreement, has read this agreement, understands it, and is voluntarily entering into it.

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by all the parties.

By signing this agreement the undersigned JUDGMENT CREDITOR(S) who is the SELLER acknowledges that he/she has read, accepts, and fully understands the agreement, and is a duly authorized representative with all powers required to execute this agreement.

This agreement is a private and confidential document, provided to other parties only upon order of the court.

This Agreement supersedes all prior and contemporaneous oral or written agreements and discussions. **This Agreement may be amended only by an agreement in writing, signed by all the parties.**

Executed this ____ day of _____, 2023 in the state of California and
county of Fresno

X _____
Signature of ORIGINAL JUDGMENT CREDITOR/SELLER

X _____
Print of ORIGINAL JUDGMENT CREDITOR/SELLER

x _____
Stevie Rhodes (dba) S. Rhodes Enterprises
ASSIGNEE OF RECORD/NEW JUDGMENT CREDITOR/BUYER