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| **Model Form** **Bill of Sale and Assignment**Section 232 | **U.S. Department of Housing** **and Urban Development**Office of Residential Care Facilities | OMB Approval No. 2502-0605(exp. 03/31/2018) |

**Public reporting** burden for this collection of information is estimated to average 0.5 hour(s). This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

**BILL OF SALE AND ASSIGNMENT**

PROJECT NAME:

FHA PROJECT NUMBER:

DATED:

In consideration of $      and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the consent of the Secretary of Housing and Urban Development to the conveyance of the above referenced project, the undersigned seller (the “Seller”) hereby sells, conveys, assigns, and transfers to       (the “Purchaser”) the following:

1. All personal property of every kind and character belonging to the Seller, including, but not limited to, the items enumerated in Schedule A hereto attached and made a part hereof;
2. All policies of title insurance, fire or other hazard insurance, all surety agreements or guaranties, and all rights which have accrued or may accrue thereunder;
3. All tenant leases, all rights and interests of the Seller thereunder, and all security deposits and unpaid rents thereunder;
4. All intangibles, choses in action, insurance accruals, unearned insurance premiums, reserves for replacements, any and all escrow deposits or accruals of Seller, if any.

It is the intention of the Seller to hereby transfer, convey and assign unto the Purchaser all assets of the Seller, of every kind and nature, whether or not the same may be specifically described herein or in any instrument executed contemporaneously herewith.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed on the date first above written.

 SELLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By:/s/

Printed Name, Title:

 Dated:

**SCHEDULE A - INVENTORY**

(Use additional pages if needed)