



Victims Relief, Inc.

A 501(c)(3) Non-Profit Organization

Helping individuals fight corporate and government abuse

241 S. Valencia St., #2, La Habra, CA 90631 - (562) 694-8060 - <http://victimsreliefinc.com>

Dear potential donor,

Thank you for considering us to help you donate your property. With deeds there are often contracts dealing with use, maintenance, benefits, responsibilities, etc. These are collectively called Covenants, Conditions, and Restrictions (CC&Rs). However, some timeshares don't have a deed. These are contracts for Right-to-Use and have no deed with them. Because there are drastically different laws that deal with them differently, we can not help you if you have the Right-to-Use without a deed. For regular real estate and mortgages, promissory notes, and trust deeds all following specific references to timeshares can be ignored.

We need to point out several issues you should be aware of.

Most of these are on pages on our web site. For details please review them.

1. We are NOT lawyers nor real estate agents. We are considered a legal individual just like you are. As such we can handle all the paperwork ourselves.
2. We don't count on anything for ownership except future responsibility. The only compensation we count on is an additional donation we request when the whole process is completed.
3. Any current debt, owners fees, etc. will remain yours AFTER the deed transfer so make sure you are paid up in full.
4. Timing is critical. We can often have the whole thing done within 45 days of our receipt of your documents. However, any delays at the county recorder's office can extend that. What we don't need is timeshare resort permission unless specified within one of your above documents. If you are billed for new fees, assessment, or taxes (date of the bill, not the due date) BEFORE the deed recording date, they are your responsibility.
5. The specific transfer requirements we require are:
 - a. We require a copy of your deed so we can duplicate the critical information.
 - b. When we have reviewed everything we will notify you. At that point you will need to deposit with the escrow agent you choose the amount for which services you want. We guarantee a full refund if we can not take your property within 90 days. The escrow agent shall protect you in this.
 - c. * We request a copy of all contracts, CC&Rs, benefit/responsibility documents, etc. you received to this date. We must check to make sure there are no legal problems with your transfer.

* These are not required for deed transfer, BUT THEY ARE IMPORTANT FOR YOUR PROTECTION! Read the **ESTOPPEL CERTIFICATE** and ***Final Instructions to Donor***.

You need to read, understand, fill out, sign, and return to us the [originals](#) of the:

1. *Check List for Timeshare Donation*,
2. *Escrow Instructions*,
3. *ESTOPPEL CERTIFICATE*,
4. *Property Donation Contract*

They create that protective paper trail you will need. Keep copies for yourself.

You will sign the *Estoppel Certificate* and *Property Donation Contract* to show you understand pertinent issues associated with the title transfer. Please do not ask us to change them. Our attorneys will simply say no. Please review them and send any questions you have to us. Our goal is to provide a quality service, on a fair and honest basis.

Thank you,
Jacob Vincent

Victims Relief, Inc.
241 S. Valencia St., #2
La Habra, CA 90631

Check List for Property Donation

admin@victimsreliefinc.com

Please give us details of your property (**PRINT CLEARLY**):

Real Estate Address _____ County _____ State _____

Vacant Lot Building Commercial Residential Recreational Estimate Value _____

Basic Description _____

Mortgage Type Mortgage Promissory Note Trust Deed Position First Junior

Face Value \$ _____ Declared Payment \$ _____ per _____ Initial Term _____ Remaining Term _____

Property Address _____ County _____ State _____

Timeshare Resort Name _____ Managed by _____

Street Address _____ City _____ State _____ Zip _____

Resort Phone # (_____) _____ - _____

Timeshares are usually assigned a number and a specific week number, season, or date range.

Unit # _____ Which week(s) are your assigned use? _____ Points? _____

If the week(s) are Biannual please circle which (Odd / Even)

Bedrooms? _____ Baths? _____

Your Name _____

Street Address _____

City _____ State _____ Zip code _____

Phone # (_____) _____ - _____ e-mail _____

All information will be held in strict confidence. No information is EVER given out for any purpose other than the described donation process.

All parties whose names appear on the timeshare deed must sign this form.

Signature _____ Print name _____ Date _____

Escrow Instructions

We desire to transfer the deeded title to our property designated as:

Real Estate Address _____ County _____ State _____
Legal ID if no address _____

Mortgage Type Mortgage Promissory Note Trust Deed Position First Junior
Property Address _____ County _____ State _____

Timeshare Resort Name _____ Managed by _____
Street Address _____ City _____ State _____ Zip _____
Resort Phone # (_____) _____ - _____
Unit # _____ Assigned week? _____ Points? _____

We have agreed to pay the sum of:

Mortgage ONLY:

- \$1000 for the following services:
- County recorded transfer of the mortgage from us to Victims Relief, Inc.
 - IRS Form 8283 receipt for the mortgage
 - A receipt letter for funds paid

Real Estate or Timeshare ONLY:

- \$1400 for the following services:
- County recorded deed transfer from us to Victims Relief, Inc.
 - IRS Form 8283 receipt for the timeshare
 - A receipt letter for funds paid

We are depositing these funds with

Solutions Holding Company

or

_____ our agent choice
to be released upon completion of the designated service. Proof of such service shall be copies sent to you by Victims Relief, Inc. of the recorded documents and documents being sent to us. Upon your receipt of those copies, please release the funds to Victims Relief, Inc. Any problems, questions, or disagreements regarding completion of this process will be determined by you, the holding company, according to your normal business operations.

All parties whose names appear on the timeshare deed must sign this form.

Signature _____ Print name _____ Date _____

Your escrow agent must be a licensed real estate broker, attorney, CPA, bank, or escrow company. They must be subject to licensure complaints if they mishandle the funds.

Name _____ Licensed Profession _____

License Number _____ State _____ Phone _____

Full Address _____

ESTOPPEL CERTIFICATE

(Affidavit)

This is not a contract. It is a signed statement that you understand the various aspects of the transaction you are about to enter so that it is clear you are aware of the pertinent issues involved.

I/we declare that the property described as _____

is being transferred to Victims Relief, Inc. **(Property refers to mortgage, real estate or timeshare)**

(Initials required on each line)

_____ We understand that if we do not provide full and complete copies of all documents associated with use, regulations, CC&Rs, membership agreements, and/or any other documents controlling, amending or regulating ownership rights of the property we are legally and fully responsible for any future action brought by any party regarding this proposed title transfer. We will hold harmless VRI, Inc., and/or any holding companies, marketing companies, individuals, employees, officers, and representatives associated with this transaction and protect them from any legal action associated with such action.

_____ We instruct Victims Relief, Inc. to process the new deed or recorded instrument _____ ONLY with full documents **or** _____ without full documents.

We further declare that the Donor:

_____ has no outstanding legal action and/or has no knowledge of such action against the donor's interest in the property.

_____ understands that if there are any current and unpaid bills, debts, fees, connected with this property they will remain donor's responsibility.

_____ is the owner in fact of the property described above. All named or legal co-ownership persons or entities have signed this certificate.

_____ understands that Victims Relief, Inc. expects to retain ownership of the property after transfer for a minimum of 36 months, except as may be required by law, legal action, or unexpected circumstances. In the event a transfer is made, a Form 8282 Donee Information Return shall be submitted to the IRS and the Donor to reflect any change in valuation originally determined by Victims Relief, Inc. The Donor shall be solely responsible for any change in tax assessment by the IRS based on that submission.

_____ understands that according to IRS regulations Victims Relief, Inc.'s estimate of current valuation based on the research done is NOT a licensed appraisal.

_____ understands that a claimed deduction of more than \$5,000 requires a licensed appraiser.

_____ donor shall determine the value based on relevant factors in their possession of any claimed deduction for tax purposes. The amount claimed shall not be the responsibility of Victims Relief, Inc.

_____ understands and accepts that Victims Relief, Inc. is seeking this estoppel certificate as a condition of accepting the title transfer of the property. This is NOT a contract. It's purpose is to set forth the points of understanding of the issues described.

Legal Name (Print) _____

Legal Name (Print) _____

Signature _____

Signature _____

Date _____

Date _____

Legal Name (Print) _____

Legal Name (Print) _____

Signature _____

Signature _____

Date _____

Date _____

Final Instructions to Donor

It is IMPERATIVE that you understand the issue of complete documentation associated with deed transfer. Since you, the donor, and we, the recipient, are the two parties to the deed transfer we can legally do everything without the normal restrictions placed by title, escrow, and regular closing companies to protect themselves in their actions. A potential future result of NOT following restrictions in the original CC&Rs and other documents signed at the time it was sold by the resort is reversal of the deed process and return of title to the you as of the deed date so that you become responsible for any unpaid bills during that period AND loss of enjoyment of ownership by the recipient (us). There are no time limits on this action. If there is nothing in those documents, there is nothing to enforce and you have no worries. We don't care about use. You would definitely care if you had to take title back and be responsible for all bills during the time in question. If we have complete documents we make sure you are legally protected. If you don't furnish complete documents to us, you are responsible for any future action. It is estimated that this happens in less than 5% of cases, but it is a risk.

Once you have signed and completed the above forms make a copy of each page for your own records. ***Send the original signatures to us.***

Part of that process will be your decision to deposit funds with Solutions Holding Company or use an escrow agent of your choice. If you choose to use an escrow agent, that agent must be a licensed professional operating as such a professional within the state they are licensed. They must be subject to disciplinary complaint to their professional board if they mishandle escrowed funds. This is to protect both you and VRI. We **WILL** check with them and their board affiliation concerning their agreement to act as your escrow agent.

Once we receive all the necessary documents and you have deposited sufficient funds with the escrow agent we will begin our processing. When we have the new deed ready to sign, it will be sent to you for signature(s) compliant with the state laws in which the timeshare is located. You will need to have it signed and returned to us so we can get it processed quickly.

Typically, it takes about 30 days to complete once we have all the documents or if you instruct us to proceed without them, but there are things beyond our control that can lengthen that time. In tight circumstances we will try to get things done even faster if we can with your help. Please don't wait until the end of the year to start this process. It may not save you from the new year's billing that usually starts on January 1st.

The following page is not for use, only review.

The process is as follows:

- 1. The donor will submit to VRI all the completed paperwork along with a COPY (not the original) of the deed.**
- 2. VRI will complete the below form, create a copy of a new deed, and send them to the donor.**
- 3. The donor will then sign the new deed, the below completed form, and send them along with the appropriate check made out to the escrow agent but mailed to VRI.**
- 4. The check must be made out to the escrow agent.**
- 5. Upon receipt of all documents AND the check mailed to VRI, VRI will send the check to the escrow agent for deposit and begin the deed transfer process.**

Property Donation Contract

This contract is made by and between _____
(Donor) located at _____
and Victims Relief, Inc. (Charity) located at 241 S. Valencia St., #2, La Habra, CA 90631.

It is the intent of the Donor to divest themselves of their property through donation of the ownership to that property to the Charity with a "sale" price of \$0 (Zero Dollars).

The legal title is attached hereto.

As such the parties agree to the following:

The Donor has full legal right to transfer title from themselves to the Charity.

The Charity has the full legal right to accept title.

The Donor shall:

1. Provide a copy to the Charity of the current title to the property
2. Covenants, Conditions, and Restrictions (CC&Rs)
3. Membership Agreement with the Resort (Timeshare Only)
4. Any additional contracts relating to the property signed by the Donor as owner;
5. If the above documents are not provided, the donor accepts all responsibility for future problems that may arise out of them.
6. Be responsible for all charges, bills, and/or debts related to the property up to and including the day of title recording; and
7. Pay for all services rendered in this process.
8. The Donor specifically requests and agrees to deposit within 10 business days with the selected escrow agent
 1. Real Estate or Timeshare - ONE THOUSAND, FOUR HUNDRED DOLLARS (US) (\$1,400.00) as an additional cash donation to the Charity.
 2. Mortgage - ONE THOUSAND DOLLARS (US) (\$1,000.00) which shall be considered an additional cash donation to the Charity.

The Charity shall:

1. Prepare and provide for signature all documents related to the title transfer;
2. Pay required recording fees;
3. Record the title transfer from the Donor to the Charity; and
4. Forward to Donor copies of all recorded documents.
5. Complete and provide IRS Form 8283 which is a letter of receipt for the timeshare.
6. Provide a letter of receipt for the funds paid.

Because recording of title transfer is not under the control of the Charity, it will be accepted that if the process is not completed within 90 days of the date all documents are received by the Charity from the Donor this contract shall be null and void and Charity shall not have any claim on any funds paid by the Donor to the Escrow Company. At that time the Donor may make claim to those funds deposited with the escrow company.

Both parties agree that:

_____ (escrow agent) _____ Donor initials _____ VRI initials
Address, city, state _____
Phone _____

or

Solutions Holding Company _____ Donor initials _____ VRI initials

shall hold all funds in escrow until completion of this title transfer process. Charity shall pay required reasonable holding and other marketing expenses outside of funds held in escrow.

Submission of copies of the final recording documents showing recording of the title transfer or exercise of the First Right of Refusal by the Resort which fulfills the intent of this contract shall be deemed completion and all claims to escrowed funds held by the escrow holding company shall be awarded to the Charity.

This contract is the full and complete agreement between the parties and supercedes any previous written or oral statements or agreements.

Both parties recognize that this is a legal contract and should seek independent legal advice is desired.

Must be signed by all current legal entities on the current deed.

Donors:

Date Signature _____ Printed _____

Charity

Date Signature _____ Printed _____