

AGREEMENT FOR SALE OF REAL ESTATE

Date Returned _____
Accepted _____
Declined _____
Date Notified _____

Account Number: _____ - _____

THIS AGREEMENT, made this _____ day of _____, _____, between _____
whose principal place of business is HC71,Box 495C, Hanover, NM 88041, Phone# (505)536-9723, hereinafter designated as
SELLER, and _____

_____, hereinafter designated as BUYER(S),
whose principal place of business is _____
(Mailing address, city, state, zip code)

PHONE NUMBERS: Home _____ Work _____

WITNESS: That **SELLER** in consideration of the covenants and agreements hereinafter contained, agrees to sell and convey to **BUYER(S)**, and **BUYER(S)** agree(s) to purchase the following real property:

IN CONSIDERATION thereof, **BUYER(S)** agree(s) to pay to **SELLER** the sum of _____ DOLLARS

(\$ _____), lawful money of the UNITED STATES, in the manner set below:

TRUTH IN LENDING STATEMENT

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and, assigned to the parties hereto. The total of payments as set forth herein, shall be payable in _____ consecutive monthly installments of \$ _____, **principal, interest, and loan service fees**, on the _____ day of each and every month thereafter, commencing _____, with the final installment of the unpaid balance due on _____.

- 1. CASH PRICE.....\$ _____
- 2. DOWN PAYMENT....(____ Check# _____ | ____ M.O. | ____ Cashier Ck | ____ Credit Card/PayPal \$ _____
- 3. AMOUNT FINANCED (Unpaid balance).....\$ _____
- 4. PROCESSING FEES.. (____ Check# _____ | ____ M.O. | ____ Cashier Ck | ____ Credit Card/PayPal \$ _____
- 5. LOAN SERVICE FEES (1/2 of \$6.00/month, see Item 5, Page 2).....\$ _____
- 6. FINANCE CHARGE (If payments go full term of agreement).....\$ _____
- 7. TOTAL OF PAYMENTS (Total of 1 + 4 + 5 + 6).....\$ _____
- 8. DEFERRED PAYMENT PRICE (Total of 7 + 2).....\$ _____
- 9. ANNUAL PERCENTAGE RATE _____ % (Simple Interest)

NOTE: IF PAID IN FULL WITHIN 90 DAYS OF THIS AGREEMENT, YOU MAY DEDUCT 10% OF THE PURCHASE PRICE FROM BALANCE. OTHER TERMS AND CONDITIONS OF THIS AGREEMENT ARE INCLUDED ON PAGE 2 OF THIS AGREEMENT.

NOTE: BUYER(S) MAY NOT RE-SELL OR SUBDIVIDE this land without the EXPRESS WRITTEN AUTHORIZATION OF THE SELLER until paid in full, or this agreement is subject to cancellation and all monies paid will be forfeited

IN WITNESS WHEREOF, said Parties have hereunto fixed their signatures the day and year first written above.

SELLER: _____

BUYER: _____

BUYER

COVENANTS AND AGREEMENTS
Of
AGREEMENT FOR SALE OF REAL ESTATE
CANTRELL CREEK, WEBSTER COUNTY, MISSOURI
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1. TAXES which accrue during the year of purchase by BUYER shall be prorated as of the date of execution of this agreement. Thereafter, BUYER shall pay for all subsequent taxes and all assessments levied subsequent to date of this Agreement. Until balance is paid in full, SELLER will bill BUYER for annual taxes and/or assessments.

2. BUYER shall construct NO buildings upon the property that do not conform to applicable Health and Building codes of Webster County, Missouri. No more than ONE residential dwelling construction on each lot will be permitted.

3. BUYER will allow no public nuisances to be created upon the property and will not allow the property to become unsightly.

4. IT IS understood and agreed that time is of the essence of this contract and should BUYER fail to comply with the terms Thereof, then SELLER, at his option, be released from all obligations in law and in equity to convey said property; and BUYER shall thereupon be deemed to have waived all rights thereto and all monies under this contract shall be deemed as Payments to SELLER for the execution of this Agreement and for the rental of the premises.

5. A LATE CHARGE of ten percent (10%) of gross monthly payment, but not less than Five Dollars (\$5.00), will be charged For any payment RECEIVED ten (10) days after the date as set forth on Page 1 of this Agreement. BUYER agrees to pay one half (1/2) monthly payment processing fee on each installment. The fee as of the date of this Agreement is Six Dollars (\$6.00). BUYER will pay Three Dollars (\$3.00) as his portion. This fee may be subject to minimum increase during the terms of this contract. SELLER will notify BUYER in writing prior to increase, if any.

6. SELLER will allow bearer a one year exchange on any parcel of comparable price. BUYER may upgrade at any time during the term of this agreement. A fee of \$100.00 will be due and payable prior to exchange. NO REFUND will be allowed once BUYER has exchanged to another parcel.

7. BUYER agrees upon issue of Deed and Note to sign a Quit Claim Deed (in lieu of foreclosure) with 90-day grace period attended by SELLER.

8. DISCOUNT: A discount of 10% of principal balance is offered to BUYER if final payment is made at any time after the initial 90 days of this Agreement. THERE IS NO PREPAYMENT PENALTY for early payoff. BUYER may make greater installments and avoid some of the interest charges, as the interest charged is SIMPLE interest, not COMPOUND.

9. SELLER shall have the right to assign this Agreement, SELLER shall obtain BUYER's permission before doing so.

10. REFUND: BUYER has 90 days from the date of this Agreement for any reason, OR within THREE (3) DAYS upon physical inspection of this property, to cancel this Agreement and receive a FULL refund, less the non-refundable processing and handling fees. NO REFUNDS on subsequent land purchases under any condition. whether adjacent to this lot or non-adjacent. NOTE: NO REFUND UNDER ANY CIRCUMSTANCES AFTER THE FIRST 90 DAYS OF THIS AGREEMENT.

11. THIS LOT is sold as is, SELLER makes no representation as to value, if any.

12. SELLER guarantees free and clear title to this property upon payment in full of this agreement.

13. Roads on this land are private. All owners to contribute financially to maintain deeded access road. NO CAMPING beyond two (2) weeks per year by any property owner will be allowed. This land is sold for homesite development only.

14. BUILDING RESTRICTIONS: All permits must be obtained from the County. Doublewide manufactured homes permanently affixed are allowable. (NO SINGLE WIDE mobile homes allowed) Minimum square footage per residence is 1000 sq. ft.

15. PROPERTY MAINTENANCE: All refuse must be disposed of according to County standards.

16. WELLS: Only type of wells permitted are domestic – no agri-wells can be drilled on this property.

17. The sewer system shall consist of an underground holding tank and sufficient underground lateral lines and field so as to meet Missouri State sewage treatment code and/or standards. Any open lagoon or system of a lagoon nature are specifically prohibited

18. Doublewide mobile homes permanently affixed, no older than five (5) years, are permitted and must conform to county code. Homes MUST be skirted or blocked in. Minimum square footage of residence is 1,000 square feet. Only one primary residence plus a guest residence will be permitted on each parcel for living quarters. Outbuildings for livestock, storage and ranching or farming operations are also permitted.

19. All outbuildings constructed on the said property shall have the same exterior siding and the same roofing material as used on the primary residential structure.

20. Owners of said property are not permitted to keep swine and no person shall raise or keep livestock, fowl or dogs for commercial purposes. No pets of any kind shall number greater than 3 of each species, i.e. 3 dogs or 3 cats or 3 geese, etc. The pets shall be contained so as not to be a nuisance to any neighboring property or property owner.

21. The subject property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No junked or disabled motor vehicles, cars, trucks or other inoperable vehicles shall be allowed to remain upon the property for more than thirty days.

22. No transmitting towers for commercial purposes, e.g. short wave, of any kind shall be permitted on the property.

23. All owners, either in sole or in part, of subject property, will collectively contribute financially to maintain the deed access road to and through said property, if such maintenance is required through normal wear and tear (legal attached hereto and made part thereof)

24. No more than four vehicles are allowed to remain on the property, all vehicles must be in running condition.

25. No commercial vehicles or heavy equipment are permitted to use the road. If it becomes necessary to permit such usage, and if any road damage is incurred because of said usage, the owners of said vehicles and/or equipment will be required to repair such damage back to original condition. If owners of said vehicles and/or equipment are not the property owners, then the property owner will ultimately be financially responsible for any damage done and no other owners will be required to contribute financially. Delivery trucks will be permitted to use the roads.

26. Buyer may not build or move on to the property until the land has been properly recorded in Buyer's name(s). Parcel may NOT be subdivided.

27. If Buyer develops within three (3) years of date of purchase, Seller will defray the cost of the electric line extension to property edge (does not include electric meter), by crediting this cost to the contract balance of the buyer .

28. No roads may be constructed on a parcel to create ingress and egress to other properties without the permission of the seller.