

Land Contract

(Use when buying)

This Agreement is made and entered into by and between:

_____ (seller)

whose address is:

_____ hereinafter called the Vendor and

_____ (buyer)

whose address is:

_____ hereinafter called the Vendee.

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following real estate commonly known as:

_____ and further described; as:

together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property.

1. CONTRACT PRICE. METHOD OF PAYMENT, INTEREST RATE:

In consideration whereof, the Vendee agrees to purchase the above described property for the sum of _____ Dollars

(\$ _____), payable as follows:

The sum of \$ _____ as initial consideration at the time of execution of the within Land Contract, the receipt of which is hereby acknowledged, leaving a principal balance owed by Vendee of \$ _____ together with interest on the unpaid balance payable in consecutive monthly installments of \$ _____ beginning on the _____ day of _____ 20____, and on the _____ day of each and every month thereafter until said balance and interest is paid in full, or until the _____ day of _____ 20____ at which time the entire remaining balance plus accrued interest shall become due and payable. The interest on the unpaid balance due hereon shall be (_____ %) percent annum computed monthly, in accordance with a month amortization schedule during the life of this agreement.

Payments shall be credited first to the interest. and the remainder to the to the principal or other sums due Vendor. The total amount of this obligation, both principal and interest. unpaid after making any such application of payments as herein receipted shall be the interest bearing principal amount of this obligation for the next succeeding interest computation period. If any payment is not received within _____ (_____) days of payment date, there shall be a late

charge of (_____%) percent assessed. The Vendees may pay the entire purchase price on this contract without prepayment penalty. The monthly installments shall be payable as directed by the Vendor herein.

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2. ENCUMBRANCES:

Said real estate is presently subjeC1 to a mortgage with _____ and the Vendor shall not place any additional mortgage on the premises without the prior written permission of the Vendees. To protect Vendee's interests. Vendee may elect at any time to pay any sums due hereunder directly to the mortgagee, and any amounts remaining to the Vendor. Vendor understands that this transaction may permit the mortgagee to exercise their right to accelerate the loan and to call the remaining balance due. In any such event, the Vendor agrees to hold Vendee harmless and in no way liable for any damage to Vendor as a result of such action. Vendor initials _____.

3. EVIDENCE OF TITLE:

The Vendor shall be required to provide an abstract or guarantee of title, statement of title, title insurance, or such other evidence of title to Vendee's satisfaction.

4. RECORDING OF CONTRACT:

The Vendor shall permit a copy of this contract to be recorded in the _____ County Recorder's Office at Vendee's discretion at any time subsequent to the execution of this Contract by the parties hereto.

5. REAL ESTATE TAXES:

Real estate taxes to the County Treasurer shall remain In the Vendor's name throughout the term of this agreement. Payment of said taxes shall be the responsibility of the Vendee upon the execution of this agreement, and [] shall [] shall not be escrowed and added to the payment required by Vendee herein.

6. INSURANCE AND MAINTENANCE:

The Vendor shall insure the property with a non owner-occupant (landlord) policy against fire and extended coverage to the benefit of both parties as their Interests may appear herein. Said policy shall be for an amount no less than _____, payment of which shall be the responsibility of the Vendee, and which shall be escrowed and added to the payment due herein.

Vendees shall keep the building in a good state of repair at the Vendees expense. At such time as the Vendor inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within sixty (60) days at the Vendees expense. The Vendees have inspected the premises constituting the subject matter of this Land Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises: and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises. Vendor shall furnish a clear termite report at Vendor's expense prior to executing this contract. If the property has live infestation of wood destroying insects, Vendor will pay costs of treatment and repair damages caused by same. If Vendor elects not to do so. Vendee may elect to waive Vendors responsibility and proceed. or Vendee may elect not to proceed with this contract. Notice of each election shall be given in writing within five (5) days of. respectively. receipt of Vendor of the notice of infestation and receipt by Vendee of Vendors notice as to intention to remedy.

7. POSSESSION

The Vendee shall be given possession of the above described premises at Contract execution and shall thereafter have and hold the same subject to default provisions hereinafter set forth.

8. Delivery of DEED:

Upon full payment of this contract, Vendor shall issue a General Warranty deed to the Vendees free of all encumbrances except as otherwise set forth. In addition, Vendees reserves the right to convert this contract into a note and mortgage which shall bear the same terms as the contract for the remaining balance, and receive a warranty Deed to Vendees or assigns from Vendor, anytime the following conditions have been met by then Vendees,

This instrument was prepared by:

NOTARY PUBLIC

