

**Prepared By:**

**After Recording Return To:**

**PARCEL ID #:**

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## **CONTRACT FOR DEED**

The herein contained CONTRACT FOR DEED is made and entered into on, by and between located at , in the County of in the State of and the ZIP code of (hereinafter referred to as the "Seller"), and located in the County of in the State of (hereinafter referred to as the "Buyer"), and collectively referred to as the Parties.

**WITNESSETH**, that if said Buyer shall first make all payments and perform the covenants hereinafter mentioned on their part to be performed, the Seller hereby covenants and agrees to convey and assure to the Buyer, their heirs, executors, administrators, personal representatives or assigns, in fee simple, free and clear of all encumbrances whatsoever, unless otherwise noted and save on those restrictions and covenants of Public Record, by a good and sufficient , the commercial property situated at , in the County of in the State of and ZIP code of known with the full legal description as follows, to wit:

### **LEGAL PROPERTY DESCRIPTION**

### **SALE/PURCHASE PRICE, TERMS AND CONDITIONS**

### **TAXES, MAINTENANCE AND INSURANCE**

The Buyer herein acknowledges and agrees to pay all taxes, assessments or impositions that may be legally levied or imposed upon said property, and to keep and maintain any and all buildings, structures and other improvements now or hereafter erected or placed upon said premises and of which said premises shall be insured against all loss and damage by fire, tornado or windstorm with an insurance agency of which has been approved by the Seller in a sum not less than the rebuilding cost of all structures on the premises, including all demolition and site clearance throughout the duration of the term of this Contract and to promptly pay all premiums for such insurance. All sums recoverable on any such insurance claim shall be made payable first to the Seller by a loss payable clause satisfactory to the Seller up to the amount of the then outstanding principal balance due, including any accrued interest, and the balance (if any) shall be payable to the Buyer.

The Buyer shall be responsible for all maintenance and repairs on the property without limitation.

The Buyer:

- a) shall not commit waste or permit any impairment or deterioration of the Property,

- b) shall not abandon the Property,
- c) shall restore or repair promptly in good workmanlike manner all or any part of the Property to the equivalent of its original condition, or as such as the Seller may approve in writing, in the event of any damage, injury or loss thereto, whether or not any insurance proceeds would be available to cover in whole or in part, the costs of such restoration and/or repair,
- d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair,
- e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and
- f) shall give notice in writing to Seller of and, unless otherwise directed in writing by the Seller, appear in and defend any action or proceeding purporting to affect the Property, the security of this Contract or the rights and/or powers of the Seller.

#### **PREPAYMENT**

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have thirty (30) days in which to deliver a warranty deed or equivalent deed.

#### **POSSESSION OF PROPERTY**

Upon execution of this Contract, Buyer shall take possession of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

#### **ASSIGNMENT**

This Contract for Deed is, with written approval by the Seller, assignable by the Buyer to another party, who will be required to meet Seller's qualifications at that time. This consent may not be unreasonably withheld for any reason whatsoever.

#### **CONVEYANCE BY SELLER**

The Seller reserves the right to convey Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

#### **CONVEYANCE BY BUYER**

The Buyer reserves the right to convey Buyer's interest in the Property at Buyer's discretion. Such conveyance shall not be a cause for rescission of this Contract.

#### **DEFAULT BY BUYER**

If a default shall be made in the payment of said sums of money, or any part thereof as provided in this Contract for Deed, or in the interest that may become due thereon or any part thereof shall be delinquent and unpaid for, or in the event of default in any other provision herein, then and thenceforth it shall be optional with the Seller, their heirs, personal representatives or assigns to consider the whole of said principal sum expressed in the Contract as immediately due and payable. In the event of such default, the Buyer agrees to pay all costs, charges, and expenses in

collecting the money hereby secured, including reasonable attorney's fees and commission whether collected by foreclosure or otherwise, and any and all monies paid by the Seller by reason of the default of the Buyer.

### **DEFAULT BY SELLER**

In case of the failure of the Seller to comply with the terms of this Contract or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to seek legal remedy and/or to demand specific performance, costs and reasonable attorney's fees from the Seller.

### **RETURN OF PROPERTY**

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the Property to Seller in substantially the same condition, as it now exists, with ordinary wear and tear excepted. Seller reserves the right to inspect the Property at any time by giving Buyer reasonable written notice.

### **NON-SUFFICIENT FUNDS**

Any check submitted by the Buyer that is returned to the Seller for a lack of sufficient funds, in addition to any late payment charges allowable under this Contract, the Buyer shall be charged the maximum amount allowable under applicable law.

### **NOTICES**

Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing. A notice may be delivered to a party at the aforementioned address or to a new address that a party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier.

### **SECURITY**

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract.

### **AS-IS CONDITION OF PROPERTY**

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

### **PENDING LITIGATION**

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

### **COSTS**

In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

## **COUNTERPARTS**

This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

## **INDEMNITY FOR USE OF PROPERTY**

Buyer agree to indemnify, hold harmless, and defend Seller from and against any and all loses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions, to the extent permitted by law.

## **GOVERNING LAW**

This Contract and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of .

## **WAIVER**

The waiver or failure of either party to exercise in any respect any right provided in this Contract shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## **DISPUTES BY MEDIATION AND POSSIBLE LITIGATION**

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. In the event the dispute is not resolved within days after it is referred to the mediator, either party may take the matter to court.

## **DEED AND EVIDENCE OF TITLE**

Upon payment of the total principal amount and other amounts, including any late charge, by Buyer, Seller will, at Seller's expense, deliver a to the Property to Buyer, free and clear of any liens or encumbrances, unless otherwise noted, other than taxes and assessments for the current year.

The Seller shall execute and deliver a to the Buyer when the terms of this Contract have been met and the full amount due and owing hereunder are paid in full.

## **DEED TRANSFER**

The Buyer shall pay all taxes, documentary stamps, and recording cost for the Contract of Deed, and for the documentary stamps, Clerk of the Court fees on the . In addition, the Buyer shall be entitled to claim Property for all tax purposes.

## **TITLE POLICY/ABSTRACT**

Title shall be conveyed free and clear of all encumbrances, unless otherwise noted. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

## **TAXES/ASSESSMENTS/EXEMPTION**

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract. Seller will be entitled to claim

the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

**ENTIRE AGREEMENT**

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**SEVERABILITY**

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Seller and Buyer intend that the balance of the Contract shall nevertheless remain in full force and effect so long as the Purpose of the Contract is not affected in any manner adverse to either party.

***IT IS MUTUALLY AGREED*** by and between the parties hereto, that time of payment shall be an essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

***IN WITNESS WHEREOF***, the parties have executed this Contract of Deed or have caused the same to be executed by their representatives thereunto duly authorized.

**SELLER**

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(Duly Authorized Seller Signature)

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(Date)

**BUYER**

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(Duly Authorized Buyer Signature)

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(Date)

# PROMISSORY NOTE

Promissory Amount: \$0.00

Dated:

Payments are to be made payable to the Seller/Mortgagee, at the aforementioned address, in consecutive installments of on the day of each month, beginning on and continuing until this Promissory Note has been paid in full. If not paid off sooner, this note is due and payable in full on .

This note is secured by the Contract dated, which has also been signed by the Buyer. This note may be accelerated and demand for immediate full payment made by the Seller/Mortgagee upon breach of any conditions of the security agreement. This note may be prepaid in whole or in part at any time without penalty. If the Buyer is in default more than without payment, this note may become payable upon demand by Seller/Mortgagee. This note is not assumable without the written consent of the Seller/Mortgagee. The Buyer waives demand, presentment for payment, protest, and notice. In the event of any default, the Buyer shall be responsible for any cost of collection, including, but not limited to, filing fees and attorney's fees.

\_\_\_\_\_  
(Buyer Signature)

DATE: \_\_\_\_\_

# NOTARY ACKNOWLEDGEMENT - BUYER

STATE OF

COUNTY OF ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, that personally appeared to me known to be the person(s) described in or who identified themselves to be the person(s) described by means of government issued identification (photo ID, driver's license, U.S. Passport) and, if applicable, a certificate of authority granting right to execute legal documents, and who executed the forgoing instrument and acknowledged before me that executed the same for the purpose expressed.

Witnessed by my hand and official seal in the County and State aforementioned on this date of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_

# NOTARY ACKNOWLEDGEMENT - SELLER

STATE OF

COUNTY OF ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, that personally appeared to me known to be the person(s) described in or who identified themselves to be the persons described by means of government issued identification (photo ID, driver's license and/or U.S. Passport) and, if applicable, a certificate of authority granting right to execute legal documents, and who executed the forgoing instrument and acknowledged before me that executed the same for the purpose expressed.

Witnessed by my hand and official seal in the County and State aforementioned on this date of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_