

# CONTRACT FOR DEED

In consideration of the covenants and promises herein contained, the undersigned (herein “Buyer”) hereby offers to purchase from the owner (herein “Seller”) the real estate located at **Yellowstone River Ranch Lots xxx** in the city of **Columbus**, County of **Stillwater**, State of **Montana**, as described by: **Yellowstone River Ranch Certificate of Survey No.: 269111; Lot xxx (xx.xx acres)** upon the following terms and conditions:

## 1. Purchase Price and Conditions of Payment

The purchase price shall be **xxxx Dollars (\$xx,xxx)** to be paid in accordance with the terms below:

- a. As a **non-refundable** deposit (down payment) of **\$2500** is required. Buyer has elected to make this deposit in 2 payments.
  - i) First deposit down payment of **\$500** (cash) will be given to Seller on **date**.
  - ii) The second deposit down payment of **\$2000** (**cashier’s check**) shall be sent to **Stillwater Abstract & Title, Columbus, Montana – Attn: Stephanie Young – Reference YRR Lot xxx** no later than **date**.
  - iii) The total non-refundable down payment of \$2500 shall be applied to the purchase price at the time of closing the sale. In the event that this offer is accepted by Seller, and Buyer shall fail to perform the terms of this agreement including submitting the full deposit money by **date**, the **non-refundable** deposit money shall be forfeited, as and for, liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.
- b. Seller will facilitate the establishment of an escrow account with a third-party agent, **Rocky Mountain Contract Service (Billings, Montana)**, hereinafter call “Escrow Agent”, with all fees paid by the Buyer at the time of closing the sale. Any and all additional Escrow Agent service charge(s) will be paid by Buyer, currently estimated at approximately **\$16** per month. However, this fee is set by the Escrow Agent and is subject to change and is the sole responsibility of the Buyer. Remainder of purchase price, in the amount of **\$xx,xxx**, will be paid in **no more than 360 monthly** installments, including interest at a rate not to exceed **8.99%** interest per annum. **The first payment shall begin on date and the minimum monthly payment (excluding tax reserve and escrow fee) shall be \$xxx.xx.**

- c. Buyer shall have the right to pre-pay on the unpaid balance due hereunder at anytime and in any amount without penalty as to interest or otherwise; provided, however, that any excess payment shall not relieve Buyer of the obligation to pay the next and consecutive minimum installment as set forth above at the times and in the manner prescribed herein.
- d. A FIVE (5) day “Grace Period” shall apply to all installments as stated herein above. In the event Buyer does not remit the required monthly installment within the FIVE (5) day “Grace Period” a TEN U.S. DOLLARS (\$10) per day late payment fee shall be applied to the payment.
- e. All payments called for herein shall be first applied to satisfy any late payment fees, accrued interest, and then applied to principal. Overpayment beyond the monthly installment shall be applied to outstanding principal and shall relieve Buyer of interest charges to the extent of the relative principal prepaid.
- f. The entire outstanding contract amount may be paid off at any time, if current with present interest and principal payments, by paying off the outstanding principal due under the contract.

## **2. Title Insurance**

Concurrently with the execution of this Agreement, Sellers shall furnish to Buyer a Purchasers Title Insurance Policy in the amount of the Purchase Price (~~\$xx,xxx~~), which title insurance policy Sellers warrant and agree shall show a good and merchantable title in Sellers, subject to all the terms and conditions of this Contract for Deed and the reservations and exceptions described in the legal description of the property herein, and the terms and conditions of a standard title insurance policy. The cost associated with the title insurance policy shall be paid by Buyer at closing.

## **3. Real Estate Taxes, Assessments, and Adjustments**

Real Estate Taxes and Land Owner’s Association Assessments accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes and land owner’s assessments allocated to the property to the date of closing the sale. All real estate taxes and land owner’s association assessments after the date of closing the sale shall be the legal responsibility of the Buyer. Said real estate taxes shall be paid by the Buyer to the Escrow Agent in addition to the monthly installments. The Escrow Agent shall instruct the Buyer as to the exact amount of the monthly tax payment, which may vary from year to year as the taxes increase or decrease. The initial estimated taxes and landowner’s assessment is estimated at ~~\$69.84~~ per month. Should Buyer so fail to pay any taxes and assessments within THIRTY (30) days after due date, Sellers may, at Sellers election, either treat the failure to pay said taxes and assessments as an event of default hereunder or pay the same and demand reimbursement from Buyer

within THIRTY (30) days along with interest thereon with a rate of TEN PERCENT (10%) per annum, or the highest legal rate, whichever is greater.

#### **4. Warranty Deed, Title to the Property & Closing Costs**

Concurrently with the execution of this agreement Seller shall execute a warranty deed in the usual form conveying title to the above described real property to Buyer, free and clear of all liens and encumbrances whatsoever except taxes and assessments from the date of closing and subsequent thereto, reservations and exceptions in patents from the United States and the State of Montana, existing easements and right of way, and all building, use, zoning, sanitary and environmental restrictions. Said deed, together with an executed copy of this agreement shall be deposited with the Escrow Agent. All payments to be made hereunder shall be made at the offices of the Escrow Agent. Any and all closing costs to be paid by Buyer at closing of sale. The Seller retains any and all mineral and royalty reservations or conveyances of record and oil and gas leases of record.

#### **5. Conveyance**

Upon full payment of the consideration herein and the full and complete performances of all covenants herein required by Buyer to be kept and performed, the ESCROW AGENT shall thereupon render and deliver to the Buyer, the above-mentioned Warranty Deed, together with this Agreement and all other escrowed documents and papers.

#### **6. Possession of the Property**

Buyer shall be given possession of the property immediately after closing of the sale.

#### **7. Improvements and Fixtures Included**

This offer to purchase includes no improvements, buildings or fixtures, and is raw unimproved land only. There is no electrical service to the property. The Seller retains any and all mineral and royalty reservations or conveyances of record and oil and gas leases of record. Acceptance of this agreement indicates Buyer has visited said real estate and understands the property being sold by Seller in its entirety, as is.

## 8. General Conditions and Jurisdiction

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Buyer and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Buyer and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of **Montana**. The parties hereby consent to the jurisdiction of the State of Montana with respect to the enforcement of any terms or conditions of this contract and acknowledge that venue for any action of enforcement or construction hereof shall be with the Montana Twenty-Second Judicial District Court, Stillwater County, State of Montana.

## 9. Property & Liability Insurance

Buyer shall carry liability insurance against losses related to personal injury or property to others arising out of an accident or event occurring on the property sold herein, in an amount at least sufficient to pay the remaining balance due in owing Sellers hereunder, in said policy of insurance shall name Sellers as an additional insured. **Buyer is responsible for sending proof of this insurance annually beginning January 2018 and every year thereafter to the Sellers.** Sellers may at all times, and upon reasonable notice, demand proof of such insurance. Upon failure of Buyer to provide such insurance, Sellers, at Sellers' election, may either treat such failure as a default hereunder, or may purchase such insurance and demand reimbursement therefore from Buyer, within THIRTY (30) days.

## 10. Maintenance

During the period of this Agreement, Buyer shall neither commit, not suffer the commission of waste or strip of the property sold hereunder, or any part thereof, and shall keep the property free and clear of all liens and encumbrances, except any mentioned herein as subject to the property or title, and shall not permit any work to be done on the premises without promptly paying for the same. Buyer shall at all times keep and maintain any buildings, fixtures and appurtenances of the said property in as good conditions and repair as the same now are, reasonable wear and tear excepted, all without demand by Sellers and at Buyer's own expense.

## 11. Assignability

It is hereby agreed, by and between the parties, that this agreement shall not be assigned or wrapped, nor any interest in the property sold hereunder transferred, in whole or in part, without the prior written consent of the Sellers, provided, however, that Sellers agree that such consent shall not be unreasonably withheld. It

is agreed that should this agreement be assigned or wrapped, or any interest in the property sold hereunder be transferred, in whole or in part, without such prior written consent then all sums due hereunder, principal and accrued interest, shall be immediately due and payable.

## **12. Entire Agreement**

The parties agree that this instrument constitutes the sole and only Agreement between them respecting the property described herein and correctly sets forth their obligations concerning said property. The parties agree that all prior negotiations and agreements between them, regarding the property sold hereunder, are merged in the Agreement.

## **13. Attorney's Fees and Costs**

In the event that either party may institute legal action for the enforcement or construction of any right, obligations, provision or covenant of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit.

## **14. Binding on Heirs and Assigns**

It is agreed and understood that the provisions of this Agreement shall apply to and bind the heirs, executors, personal representatives, successors and assigning of the respective parties hereto as if in each provision particularly mentioned.

## **15. Nonwaiver**

It is agreed that any failure or delay of Sellers to declare a default for break of this Agreement, or assert any right hereunder, shall not operate as a bar or waiver to declare such default or assert such right in the future.

## **16. Modification**

This Agreement may only be modified in writing, signed by the party who is charged with such modification.

## **17. Default - Remedies**

a) Definition of Default: Failure by either party to perform any provision or covenant under this Contract shall constitute a default of this Contract for Deed, including, but not limited to, Buyer's failure to timely pay in full all payments required hereunder.

b) Remedies in the Event of Default:

1) In the event of Buyer's default under this Contract, Sellers may immediately give Buyer written notice of such default.

2) If the Buyer shall cure the default within thirty (30) days from the date of service of notice, then this Contract shall remain in full force and effect.

3) If the Buyer shall fail to cure the breach within the required period of time, Sellers may elect to pursue any of the other remedies hereinafter set forth, or any other remedy that may be permitted by law, including but not limited to the following:

i) File suit, without further notice, for specific performance of this Contract;

ii) Declare as due and payable the entire remaining balance of this Contract, accrued interest, and any other sums advanced or paid by Sellers for taxes, special assessments, insurance, discharge of liens, or other sums required herein to be paid by Buyer.

4) In the event of Sellers' default hereunder, Buyer shall be entitled to any and all remedies at law or in equity, including, without limitation, specific performance of this Contract.

c) If Sellers exercises the option set forth in paragraph 17.(b)(3)(ii) above, Sellers shall give Buyer an additional notice thereof which shall accelerate the remaining balance, call for payment of accrued interest, any other sums, and the time and place when and where payment shall be made. The time for payment in full shall not be less than THIRTY (30) days from the date of mailing of this second notice.

d) If Buyer shall fail to pay the sums set forth in said second notice within the time set forth in the notice, the Sellers may elect to pursue either of the following remedies:

1) File suit, without further notice, to collect the entire remaining balance, accrued interest, and any other sums advanced as set forth in said second notice; or

2) Cancel and terminate this Contract without further notice.

e) Buyer agrees to execute concurrently herewith a Quit Claim Deed conveying the interest of Buyer in the property to Sellers, said Deed to be delivered to and held by the Escrow Agent. If

Sellers have elected to cancel and terminate this Contract, as set forth in the second notice, the Escrow Agent shall deliver to Sellers all documents deposited with it, and all of Sellers' obligations under this Contract are thereby canceled, and Sellers shall thereupon be fully reinvested with all right, title and interest agreed to be conveyed. Upon such remedy election, Buyer shall have no further duty or obligation under this Contract for Deed; however, Buyer shall execute any and all such documents as may be necessary to divest them of any interest in the real property being conveyed herein. The Buyer shall waive any claim to all payments made pursuant to this Contract, which shall be retained by the Sellers as reasonable rental for occupation of the property above described and in liquidation of all damages sustained by Sellers and not as a penalty or forfeiture, it being expressly agreed that damages to be suffered by Sellers in the event of default by Buyer are difficult to ascertain. Sellers shall also have the right to immediately re-enter and take possession of the premises and all of Buyer's right, title and interest in and to all buildings and other improvements shall terminate.

f) The parties hereto specifically agree that the times set forth in this paragraph concerning notices of default and elections of remedies are reasonable.

g) Buyer hereby assigns to Sellers, during the continuance of this contract, all rents, issues, royalties and profits of the subject real property. Unless and until Buyer shall be in default of this Contract for failure to make the payments called for herein, Buyer shall have the exclusive right to collect all such rents, issues, royalties and profits earned prior to any such default, as they become due and payable. If Buyer shall default by failure to make the payments called for herein, upon written notice of such default as provided above, Buyer's right to collect any of such money shall cease and Sellers shall have the right, with or without taking possession of the property affected hereby, and without terminating this Contract, to collect all such rents, issues, royalties and profits to apply the same against the obligation of Buyer hereunder. Nothing contained herein, nor the exercise of such right to collect, shall be, or be construed to be, an affirmation by Sellers of any tenancy, lease or option, or an assumption of liability under, nor subordination of the lien or charge of this Contract to any such tenancy, lease or option. Specifically, but without limitation, in the event of such default, Sellers shall have the right to contact third parties, including tenants, to advise them of this assignment and that all such monies shall be paid to Sellers so long as such default remains uncured.

**17. Time for Acceptance and Closing**

This offer is **void** if not accepted by Seller in writing, or Buyer has not delivered the first down payment to Seller on or **before 5 PM of July the 31<sup>st</sup> day of 2017.**

Closing of the sale shall take place on or before **September 29, 2017.**

This offer is made on **July 24, 2017.**

\_\_\_\_\_ (Full Legal Name)

\_\_\_\_\_ (Current Street Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_\_ (Phone Number)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ signed on \_\_\_\_\_

**(BUYER)**



**Acceptance by Seller**

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**David Sean & Helena Marie Seiver**  
**DBA Montana Rockies Real Estate Ventures, LLP**  
**1200 Post Oak Blvd #1210**  
**Houston, Texas, 77056**

Dave: (713) 530-4678 davesseiver@yahoo.com  
Helena: (972) 877-1143 hmseiver@yahoo.com

\_\_\_\_\_ signed on \_\_\_\_\_  
**(SELLER) David S. Seiver**

\_\_\_\_\_ signed on \_\_\_\_\_  
**(SELLER) Helena M. Seiver**