

PURCHASE CONTRACT

This contract is made between Homestead Crossing Inc, a Missouri Corporation, (Seller), and **CLIENT NAME(S)**, CLIENT ADDRESS(S), JT OR TIC? (Buyer(s)). It is agreed between the parties as follows:

1. Seller hereby agrees to sell to Buyer(s), and Buyer(s) agree to buy the premises (also known as PROPERTY KNOWN AS (USE QUOTES)) described as follows:

PROPERTY DESCRIPTION (BOLD)

2. The sale price for the property is PURCHASE PRICE TYPED OUT and no/100 Dollars (\$PURCHASE PRICE \$).
3. Buyer(s) shall pay Seller DOWN PAYMENT PRICE TYPED OUT and no/100 Dollars (\$DOWN PAYMENT PRICE \$) as the down payment and earnest money, receipt of which is hereby acknowledged by Seller's signature below.
4. Buyer(s) agree to pay Seller the balance of BALANCE AFTER DOWN PMT TYPED OUT and no/100 Dollars (\$BALANCE AFTER DOWN PMT \$) as set forth below.
5. It is further agreed that:

- a. The monthly payments shall be \$MONTHLY PAYMENT and are due on the DATE MONTHLY PMT DUE of the month. **ALL** payments received until DATE ALL PMTS MADE TO 90 DAYS THAT WILL BE SUBTRACTED FROM SALE PRICE, including the down payment and any extra money paid, will be subtracted from the sale price with no interest.
- b. The monthly payment will be due PAYMENT DUE DATE and on the MONTHLY DUE DATE of each month thereafter until the total amount has been paid in full. Any payment not received by the MONTHLY DAY PAYMENT WILL BE LATE (DUE DATE +10) of the following month is subject to a late fee of \$10.00 plus \$1.00 per day until paid on each missed payment.
- c. All payments made in the first 90 days will be interest free and directly applied to the principal balance. These terms apply to first time clients within the first 90 days of purchase.
- d. The interest rate on the unpaid balance of the contract shall be INTEREST RATE% per annum and will start to accrue on DATE INTEREST STARTS TO ACCRUE.
- e. Buyer(s) may pay off all or part of the balance at any time with no penalties. After 25% of the purchase price (BALANCE DUE AT 48TH MONTH) has been paid, Buyer(s) may switch to a Deed with a Promissory Note and Deed of Trust on the balance, as desired. No credit check, qualifying, or additional fees will be required other than recording fees of approximately \$65.00.
- f. Seller and Buyer(s) agree that this contract shall not be deemed to be in default unless Buyer(s) are more than 30 days behind on a payment. Payments apply first to late fees, if any, then interest, if any, and then to principal.
- g. In the event of any breach of the payment, or any other allowed charges, or other breach of this contract, Seller shall have full rights to terminate this contract and re-enter and re-claim possession of the premises, in addition to such other remedies available to Seller arising from said breach. All monies paid, property transferred, and

improvements made to the property will be retained by Seller as liquidated damages.

- h. It is agreed that upon payment in full of this contract, Buyer(s) shall receive a free and clear warranty deed to the above-described property. This property is sold by the legal description based on information available through the county. True property boundaries are the responsibility of the Buyer(s).
6. Buyer(s) will be responsible for property taxes and fire district fees due in 2021 and thereafter as part of this contract and to reimburse Seller for them if paid by Seller.
7. Prior to taking possession of the property, Buyer(s) must provide Seller with proof of liability insurance naming the Seller as additional insured, but in any event, hold Seller harmless regarding any claims involving injuries to anyone relating to the property.
8. This property is sold subject to an ANY SPECIAL EASEMENT? easement over and across the existing road 33 feet wide (16.5 feet each side of center) to insure access to this property and for utilities. The easement roads are owned by the property owners and do not belong to Homestead Crossing Inc. Homestead Crossing Inc. may occasionally work on a road if they have property for sale, but maintenance of the road is the responsibility of the users of the road.
9. This contract shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
10. Additional terms:
 - a. Buyer(s) may not transfer, sell, lease, sublease, or assign this contract, or any interest in the property, without Seller's written permission, which shall not be unreasonably withheld.
 - b. No mobile homes are allowed on this property. Buyer(s) may not build or place any structure or travel trailer within FEET TO BUILD OFF PROPERTY LINE feet of the property lines and roads. Buyer(s) must obtain written permission from Seller before placing any rent-to-own structure on the property.
 - c. No illegal activities are allowed on the property, and no activities that create a nuisance or disturb neighbors such as playing loud music, revving loud vehicles, or creating a camp or RV park without written permission and so on.
 - d. All trash must be kept in appropriate containers and no dumps, landfills, or trash piles are permitted except for brush piles.
 - e. Not more than three unlicensed vehicles (excluding off-road vehicles, boats, and trailers) shall be parked on the property for more than 30 days unless they are stored in a garage or covered. Parking and use of RVs, to include travel trailers, is permitted at any time.
 - f. No living trees larger than four inches in diameter at chest height may be cut without Seller's written permission, with exception for a building site, driveways, food plots, and parking areas. Buyer(s) must discuss with Seller prior to cutting.
 - g. Any breed of dog that is not covered under your liability insurance policy will not be permitted on the property. No commercial raising of dogs (i.e. not more than 5 dogs) is permitted.
 - h. If Buyer(s) live on the land, Buyer(s) must install a human waste disposal system of some type, such as an outhouse, septic, composting toilet, or

other means of dealing with waste in a sanitary manner and trash service must be obtained.

- 11. **Failure to comply.** Should Buyer(s) be in violation of any of the terms of this contract, Seller may impose penalty and expense fees if Buyer(s) do not rectify violation within a reasonable amount of time set forth by the Seller.
- 12. It is understood and agreed that Buyer(s) are to have full use and possession of this property during the period of the contract, the same as if they owned it with the right to use the property as they see fit.
- 13. All payments are to be paid to the Seller through the Client Web Portal on our website at www.homesteadcrossinginc.com, or by mailing payments to PO Box 267, Willow Springs, MO 65793, or wherever directed by Seller in writing.
- 14. All communications and information regarding the purchase of this property are contained in this contract. No other warranties either expressed or implied, are a part of this contract.
- 15. Subject to the terms of this Contract, neither Party hereto shall be prejudiced in any way by inadvertent errors or omissions made by such Party in connection with this Contract provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission by either Party hereto, appropriate adjustments shall be made as soon as practicable to restore the Parties to the fullest extent possible to the position they would have been in had no such inadvertent error or omission occurred.
- 16. Trade Policy. Buyer(s) may trade for any available property at any time. Buyer(s) may trade one time within the initial 30-day purchase period with \$100.00 administrative fee. After the first 30-day initial purchase period, a \$500.00 administrative fee will be charged for each trade. The administrative fee is due at the time of the trade.
- 17. Prior to taking possession of the property, it is understood that this contract must be signed, dated, and returned to Homestead Crossing Inc. within 7 days via DocuSign, e-mail, or US mail, otherwise the contract is null and void.

(BUYER(S))

(SELLER)

Signed SIGN MTH _____, SIGN YR

Signed SIGN MTH _____, SIGN YR

 CLIENT NAME
 PHONE NUMBER
 EMAIL ADDRESS
 RENT MANAGER ACCOUNT NUMBER

 Homestead Crossing Inc.,
 Ed Johnson, General Manager
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 homesteadoffice@homesteadcrossinginc.com