

Schaer Real Estate

#3 Seller Financing: Balance to be evidenced by _____ with Seller. Buyer to pay an additional cash payment, certified or cashier's check of \$ _____ at time of execution of the instruments, and closing. The remainder of \$ _____ shall be paid in monthly payments of \$ _____, or more, which monthly payments shall include interest at the rate of _____ % per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over _____ years with a balloon payment on _____. All other terms and conditions of the instruments shall be as mutually agreed upon. The instruments shall be prepared within _____ days after acceptance of this offer. Buyer's _____ Seller's _____ attorney shall prepare the instruments and cost of preparation shall be paid by _____. Buyer's _____ Seller's _____ attorney shall review and approve all said instruments within _____ days of receipt.

#4 Other Provisions: _____

Taxes: ALL consolidated real estate taxes for the year in which closing takes place shall be prorated, based on the current assessment and tax rate as of date of _____ possession, X closing, or _____ Real estate taxes for prior years shall be paid by the Seller.

The closing of the sale shall be on, or before, the 30 day of March, 2020, or N/A days after loan approval, whichever shall last occur. Possession of Property to be at closing but not before closing.

Buyer X may request _____ does not request a termite and wood destroying insect inspection of the building(s) at Buyer's expense (except should Buyer obtain a VA loan, the expense shall be paid by Seller). Should evidence of termites or wood destroying insects be found, the building(s) shall be treated at Seller's expense. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation which is now inactive is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 2% of the purchase price, and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and be entitled to full return of the earnest money.

Buyer X may request _____ does not request a home inspection at BUYER'S EXPENSE. Buyer will give seller notice within 5 days of receiving the inspection report of any unsatisfactory condition of the property. Buyer will negotiate with the seller any unsatisfactory condition. If the buyer fails to notify the Seller of any unsatisfactory condition, within the 5 day time period, buyer agrees to accept the property "as is". Inspection to be completed within 3 weeks of acceptance.

This offer is based upon Buyer's personal inspection or investigation of the Property. Buyer agrees to accept the Property in its present condition, except as provided here. None Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical system and any built-in appliances in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware. Seller agrees to install smoke and carbon monoxide detectors as required by law.

Buyer acknowledges receipt of "Seller Property Disclosure Statement" 3-1-20 - DIB (Buyer's initials)

This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and the earnest money shall be refunded.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent - Dawes County Abstract and Title Co (308) 432-4840 (is appointed as escrow company) and that the listing broker - SCHAER REAL ESTATE - is authorized to transfer the earnest deposit or any other funds received to the escrow agent. After the transfer, broker shall have no further responsibility or liability to Buyer or Seller to account for the funds. Escrow agent's charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, then they shall be paid by Seller.

This offer is null and void if not accepted by Seller on or before March 4, 20, at 4:05 o'clock AM / PM.

Buyer: DIB Seller: JW