

CONTRACT NO.	LOT	BLOCK	PLAT

DATE OF CONTRACT



110 Rue Terre Bonne Bonne Terre, Mo. 63628

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the above date, by and between **TERRE DU LAC, INC.**, a Missouri Corporation, (hereinafter referred to as the "Seller"), and _____

of _____ (Street) _____ (Town or City) _____ (State) _____ (Telephone)

(hereinafter referred to as the "Purchaser").

WITNESSETH: That:

1. **Sale of Real Estate.** For and in consideration of the mutual obligations of the parties hereto, the Seller hereby agrees to sell and convey unto the Purchaser and the Purchaser hereby agrees to purchase from the Seller, upon the terms and conditions hereinafter set forth, the following described real estate situated in the county of _____ State of Missouri, to-wit: All of Lot No. _____ Block No. _____, as shown on Terre Du Lac, Inc. Plat No. _____ in the Land Records of _____ County, Missouri, (the "Premises") SUBJECT to any and all easements, exceptions, mineral rights and reservation, assessments, covenants, and restrictions in existence and/or of record, including, but not limited to, those contained in the Membership Covenants and Restrictions, Utilities Covenants and the Declaration of Restrictions, Limitations, Uses, Covenants, and Conditions set forth in Exhibit A attached hereto and by this reference incorporated herein.

All of the aforesaid restrictions, limitations, uses, covenants, and conditions will be deemed to run with the land.

2. **Purchase Price.** The purchase price payable by the Purchaser to the Seller for the Premises is _____

3. **Payment of Purchase Price.** Purchaser has paid _____ (and will pay within _____ days hereof the additional sum of _____) as the earnest money down payment to be held in an escrow account and applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of Closing as follows: (strike subparagraph not applicable)

(a) The payment of _____ in cash or by certified or cashier's check.

(b) The payment of _____ by Purchaser executing and delivering to Seller (i) a negotiable promissory note in a form approved by Seller in the amount _____ bearing interest at the rate of _____ percent (_____) per annum; payable in equal monthly installments of _____ including interest, over a period of _____ years; (ii) a Purchase Money First Deed of Trust in a form approved by Seller covering the Premises as security for the payment of the said negotiable promissory note; (iii) cash or a certified or cashier's check in an amount equal to the difference (if any) between the principal amount of the promissory note and the balance of the purchase price.

In the event Purchaser elects to pay the balance of the purchase price pursuant to the provisions of Paragraph 3(b) hereof, Purchaser, simultaneously herewith, will execute and deliver to Seller the form of promissory note and deed of trust required by Seller to implement the Closing of this transaction.

4. **Representation of Seller.** Seller hereby represents that the services and amenities set forth in Exhibit B attached hereto and by this reference incorporated herein will be provided or completed subject to time extensions caused by acts of God, material shortages, strikes or other grounds legally supportable to establish impossibility of performance in the jurisdiction where the services or amenities are being provided or completed. Seller makes no further representations that it is obligated to complete facilities and amenities other than those listed in Exhibit B.

Seller will deliver to Purchaser a General Warranty Deed in the form inspected and approved by Purchaser this date, within a period not to exceed 180 days from the date hereof, provided that Purchaser has satisfied all of his obligations hereunder.

5. **Inspection.** The Purchaser specifically acknowledges that he (or his spouse) has personally inspected the Premises prior to execution of the contract, and the Seller, by execution of this contract, affirms that such inspection has occurred.

6. **Prorations.** General real estate taxes, utility charges, if any, and other similar items shall be adjusted ratably between the parties as of the time of Closing.

7. **Closing Costs and Title Insurance.** Purchaser hereby agrees to pay, at the time of Closing, closing costs in the amount of _____ which includes all recording fees and the premium for an owner's title insurance policy covering the Premises in the face amount of the above purchase price.

8. **Closing and Possession.** The sale under this contract will be closed at the offices of Terre Du Lac Inc., Route 2, Bonne Terre, Missouri, on the _____ day of _____, 19____ at _____ o'clock _____ M., or at such other time and place as the parties may mutually agree "the Closing". Provided that Purchaser has satisfied all of his obligations hereunder, at Closing Seller will deliver (a) a General Warranty Deed to purchaser reflecting the conveyance of the Premises to Purchaser, subject to all of the easements, mineral rights reservations, exceptions, restrictions, conditions and covenants reflected in Paragraph 1 hereof and in Exhibit A attached hereto; and (b) possession of the Premises to Purchaser.

9. **Time of Essence.** Time is of the essence of this contract.

10. **Termination.** In the event Purchaser has performed his obligations hereunder in a timely manner and Seller does not convey title in accordance with the terms of this contract, the sole liability of Seller will be to refund to purchaser the earnest money previously paid pursuant to this contract, and upon such refund, this contract shall terminate and become null and void. In the event Purchaser fails to perform his respective obligations in accordance with the terms and conditions of this contract, then at the option of Seller, this contract shall terminate and become null and void and Seller shall be entitled to retain the earnest money deposited pursuant to this contract as liquidated damages, it being expressly understood and agreed between the parties hereto that the actual damages suffered by Seller in such an event would be difficult, if not impossible, to ascertain.

11. **Notice.** Notice of termination of this Contract for any breach thereof may be mailed by certified mail, postage prepaid, to the parties at their respective addresses indicated in this contract and such mailing shall

THE PURCHASER FURTHER ACKNOWLEDGES RECEIPT OF A PROPERTY REPORT FOR THE STATE OF _____ IN ACCORDANCE WITH THE RULES AND REGULATIONS OF SAID STATE.

- (d) No provision herein contained shall be construed as binding the Purchaser to waive compliance with any provision of the Interstate Land Sales Full Disclosure Act and all rules and regulations thereunder.
- (e) The headings contained in this contract are for convenience only and are not intended to limit or define the scope or effect of any provision of this contract.
- (f) This contract sets forth the entire agreement and understanding of the parties with respect to its subject matter and there are no regulations, warranties, or agreements among the parties except as set forth herein.

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATION OF THE BUREAU OF CONSUMER FINANCIAL PROTECTION, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

Itemization of the Amount Financed of _____

_____ Amount given to you directly

_____ Amount paid on your account

Amount paid to others on your behalf:

_____ to Public officials

_____ to Title Insurance Company

_____ to _____

Less: Prepaid Finance Charge _____

TRUTH-IN-LENDING DISCLOSURE STATEMENT

CREDITOR: Terre Du Lac, Inc.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due

INSURANCE: Credit life, accident, health or loss-of-income insurance coverage is not required by the creditor. Neither homeowners insurance nor fire and extended coverage is required by creditor. You may obtain property insurance from anyone you want that is acceptable to you.

SECURITY: You are giving a security interest in the above referenced Premises.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

ASSUMPTION: (The following sentence is applicable if the Premises purchased hereunder will become your principal residence.) Someone buying your principal residence cannot assume the remainder of the loan and deed of trust on the original term.

See your contract documents for any additional information about nonpayment, default and any required repayment in full before the schedule date.

E means an estimate.

In the above Truth-In-Lending Disclosure Statement, the words "you" and "your" mean the Purchaser named above.

Purchaser hereby acknowledges receipt of a completed copy of this Contract, which includes the above Truth-In-Lending Disclosure Statement, and further acknowledges that all blanks in this document were filled in prior to the Purchaser's execution of the same.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written and acknowledge receipt of one copy of this contract.

TERRE DU LAC, INC.

PURCHASER

By: _____

Attest: _____

Address