

CONTRACT FOR DEED

THIS CONTRACT, made on this ___ day of _____, 2024 (“Contract Date”), by and between **Land of Land, Inc.**, a corporation, having a mailing address at PO Box 66, Swedesboro, NJ 08085 (the “Seller”), its successors and/or assigns, and **Buyer Name** having an address at _____ (the “Buyer”, and with the Seller, each a “Party” and together the “Parties”).

WITNESSETH, that for and in consideration of the mutual obligations of the Parties, the Seller hereby agrees to sell and convey unto the Buyer, and the Buyer agrees to purchase from the Seller, the real property described on Schedule “A” attached hereto (the “Property”) under the terms and conditions hereinafter set forth including the terms and conditions of Seller’s _____ auction that concluded on _____, 2024 and incorporated herein by reference.

PRICE & FINANCING: The price for the Property shall be \$_____, payable via down payment of \$_____ to be paid via wire transfer within forty-eight (48) hours of the conclusion of the Auction in accordance with the Auction Terms & Conditions, with the remaining amount of \$_____ to be financed, including annual interest rate of 9.9%, resulting in \$_____ in monthly P&I payments over a period of 48 months. The terms and conditions of the repayment of the financed amount are more particularly described in the Promissory Note attached hereto as Exhibit A, and incorporated herein by reference.

TITLE: The Buyer will not receive legal title to the Property at the time this Contract is executed. Instead, the Buyer shall take equitable title and may enter into possession as of the date of this Contract. Seller shall retain legal title to Property until full compliance and satisfaction of the terms of this Contract and the Promissory Note incorporated herein. Seller shall begin the process of conveying ownership to Buyer upon full compliance and satisfaction of the terms of this Contract and the Promissory Note. Deeds will then be delivered to Buyer when recorded by the county. Time is of the essence in all provisions of this Contract. Even though Seller will retain legal title to the property until the Promissory Note is satisfied in full, Buyer shall have full rights of possession including, but not limited to, the right to construct improvements. Buyer is obligated to reasonably maintain the property, and any improvements, as well as pay any taxes, association fees or municipal charges after the date of this Contract.

DEFAULT: In the event that Buyer fails to comply with or perform any condition or agreement hereof promptly at the time and in the manner required pursuant to this Contract and/or the Auction Terms & Conditions, the Buyer shall be deemed in default and the Buyer’s full remaining principal balance plus any interest and late fees shall be accelerated immediately to be due and payable (in total, the “Accelerated Balance”) within 20 days from the date the notice of default is sent to Buyer by Seller via electronic mail. Should Buyer then fail to pay the Accelerated Balance within the 20-day notice period, Seller may elect to declare all of the Buyer’s rights hereunder terminated. On the termination of Buyer’s rights, all payments received by Seller, including the Down Payment, any principal and/or interest payments made, late fees paid, and any improvements placed on the premises shall be forfeited to Seller as liquidated

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damages and Seller shall have the right to re-enter and take possession of the property. The Buyer and Seller agree that the Seller may retain any and all payments received by Seller as liquidated damages, which is in no way a penalty of any kind. In the event of a default of this Agreement by the Buyer, the Seller may waive the right to liquidated damages and obtain such other remedies as are available in law or equity, including without limitation the right to pursue any and all legal remedies to recover the Accelerated Balance from Buyer, plus 150% of the attorneys' fees and costs (as set forth in the Auction Terms and Conditions) incurred in the collection of the outstanding Accelerated Balance or the enforcement of the terms of this Contract.

CONDITIONS: Buyer acknowledges the land is being purchased "AS-IS" "WHERE IS", subject to whatever physical condition and location the parcel may be found at the time of the sale, subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning of record and any land use restrictions. Seller may reserve mineral rights, if any, at Seller's sole discretion, any time prior to and including the recording of the deed to the Buyer. Improvement bonds on the property are to be assumed by Buyer in addition to the sale price.

BUYER REPRESENTATIONS: Buyer acknowledges having physically visited and inspected the Property, or waived such inspection, and investigated its suitability for any given purpose prior to entering into this Contract, including availability of access and utilities or lack thereof, and hereby accepts the property "AS-IS" "WHERE IS".

PROPERTY TAXES AND FEES: Buyer represents and warrants that Buyer will be responsible for all taxes, maintenance fees, and any other assessments ("Property Taxes and Fees") due and past due as of the date of this Contract and during the term of this Contract for Deed. Failure of the Buyer to pay any and all applicable Property Taxes and Fees shall constitute a material breach of this Agreement.

LIMITATION OF LIABILITY: Buyer shall hold Seller harmless from and indemnify Seller for, from and against any and all claims raised by any third party against Seller resulting from Seller's interest hereunder and/or the acts of Buyer. Such indemnification shall include Seller's reasonable attorney's fees, costs and lost compensations or profits of Seller or their agents resulting from the preparation for and participation in any litigation. Buyer understands and acknowledges that they have been advised to independently inspect and investigate the physical condition, usability, access and any and all other matters relating to each property before bidding. As a result of said advice, Buyer has personally inspected and investigated this parcel and hereby accepts the property "AS-IS" "WHERE IS". Buyer further agrees and understands that all sales are final. Buyer hereby releases and holds Seller harmless with respect to all liability, loss, damages, claims, suits, causes for action awards, decrees, judgments, or expense of any kind, including legal fees and costs in connection with property arising out of personal injury, death, or property damage or allegedly arising from the condition of the Property during an on-site and/or off-site inspections.

This Contract shall be interpreted and enforced by the laws of the State of New Jersey. Unless otherwise set forth herein, there is no "cooling off" or other cancellation period for real property sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the property costs too much, or wish you had acquired a different property. After you sign below, you may only cancel this contract with the agreement of the Seller or for legal cause, such as fraud or pursuant to a statutory rescission right. This is a legally binding contract. If you do not fully understand this Contract, you should seek competent legal advice.

CHOICE OF LAW: Buyer agrees that any claim or dispute that has arisen or may arise between Buyer and Seller must be resolved exclusively by a state court located in the State of New Jersey. Buyer agrees to submit to the personal jurisdiction of the courts located within the State of New Jersey for the purpose of litigating all such claims or disputes. If the Buyer is a resident of the United States, the Buyer agrees to accept service of process via certified mail. If the Buyer is not a resident of the United States, the Buyer agrees to accept service of process via registered mail.

NO PREPAYMENT PENALTY: Buyer understands that there is no prepayment penalty if paid in full early; rather, a 5% discount will apply to the then remaining principal balance.

PARTIAL INVALIDITY: a) If any term of this contract is later held illegal, invalid, or unenforceable, all other provisions will continue in full force and effect and not be affected by the illegal, invalid, unenforceable provisions, or by its severance from this Contract. b) In lieu of the above items there will be automatically added to the contract a provision as similar in terms to the illegal, invalid, or unenforceable terms; as to make it legal, valid and enforceable.

BINDING EFFECT: This Contract is fully binding upon the Parties and their administrators, agents, attorneys, beneficiaries, devisees, executors, heirs, legatees, representatives, and successors in interest.

ASSIGNMENT: Buyer may not assign this Contract without the express written permission of the Seller. Seller may, at its sole discretion, assign this Contract at any time.

ENTIRE AGREEMENT: This Contract, including those terms, conditions and other agreements specifically referenced herein, represents the entire undertaking between the Parties and there are no other oral or written contracts, inducements, promises, representations, or warranties other than those expressly set forth herein. Any modification or waiver of any of the provisions of this Contract will be made effective only if made in writing and executed with the same formality as the Contract. The failure of either party to insist upon strict performance of any of the provisions of the Contract will not be construed as a waiver of any subsequent default.

NO WARRANTIES: The Buyer acknowledges that the Seller hereby expressly disclaims any and all warranties, express or implied, regarding the condition of the property, which is being sold "AS-IS" and "WHERE IS" with all faults. Buyer acknowledges that the Buyer has inspected the property and are fully aware of the condition

RIGHT TO ASSIGN, SELL OR TRANSFER: Buyer fully understands that Seller reserves the right to assign, sell, or transfer Seller's interest, and/or rights of this Contract, or the Promissory Note executed in favor of the Seller, to any potential investor or other third party. In the event of any assignment, sale, or transfer, Buyer will be notified within a reasonable time.

AUTHORIZATION TO RELEASE INFORMATION: In the event of an assignment, sale or transfer, to any potential investor or other third party, of Seller's interest, and/or rights with respect to this Contract, the Promissory Note, or any security instrument executed in favor of the Seller, Buyer fully and irrevocably consents to the release of any information obtained by Seller in connection with this transaction, including but not limited to Buyer(s)' consumer credit report and all information contained therein. It is understood that a copy of this Contract will also serve as authorization.

BY SIGNING THIS CONTRACT, THE BUYER ACKNOWLEDGES THAT BUYER HAS READ AND FULLY ACCEPTS THE TERMS OF THIS CONTRACT AND HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE CONTRACT.

NOTICE: SELLER ADVISES BUYER TO:

- (1) OBTAIN A TITLE REPORT OR ABSTRACT OR TITLE COMMITMENT COVERING THE PROPERTY AND HAVE IT REVIEWED BY AN ATTORNEY; AND**
- (2) PURCHASE AN OWNER'S POLICY OF TITLE INSURANCE COVERING THE PROPERTY.**

IF YOU HAVE ANY QUESTIONS ABOUT THE MEANING OF THIS DOCUMENT, CONSULT AN ATTORNEY.

BUYER:

[Buyer Name]

SELLER: Land of Land, Inc.

LJ Brean, Chief Operating Officer

EXHIBIT A - PROMISSORY NOTE

DATE: _____, __ 2024

Legal Description: **Attached as Schedule "A" to the Contract for Deed executed simultaneous herewith and incorporated herein by reference**

AMOUNT: \$ _____

FOR VALUE RECEIVED, the undersigned promises to pay to the order of:

**Land of Land, Inc.
PO Box 66
Swedesboro, NJ 08085**

The principal sum of _____ (\$ _____), with interest at the annual rate of 9.9%, payments being payable in lawful money of the United States, payable in 48 equal consecutive monthly installments in the amount of \$ _____ the first of which shall be due and payable on November 1, 2024 followed by payments on the ___ of each month thereafter. At the end of the 48 month period, the entire amount of the purchase price shall be paid in full. A 5% discount on the remaining principal balance will be applied if pre-paid in full.

In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the maker and endorser of this note further agrees to pay reasonable (OR 150% of the) attorney's fees and costs incurred by Seller for making such collection. All payments hereunder shall bear default interest rate of eighteen percent (18%) default interest per annum or the highest allowed by law, whichever is lower, from maturity until paid. This note is to be construed and enforced according to the laws of the State of New Jersey upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of a subsequent default.

ALL PAYMENTS ARE DUE ON OR BEFORE THE 1st OF EACH MONTH. PAYMENTS NOT RECEIVED BY THE 15th OF ANY MONTH ARE SUBJECT TO A FIFTY DOLLARS (\$50.00) LATE FEE, OR LESSER AMOUNT IF THE MAXIMUM LATE FEE IS A LESSER AMOUNT.

This note is payable at: Land of Land, Inc., PO Box 66, Swedesboro, NJ 08085, or such other place as shall be designated by the holder of this note in writing.

BY: _____

Initials _____

