

CONTRACT # ****#AcresCountyPropId#**** :

CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between **BRINVEST LLC** hereinafter referred to as "SELLER", whether one or more, and ****BUYER NAME HERE**** hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth;

1. SALE OF PROPERTY

For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, and upon final payment of the purchase price as stated in Section 2, the following properties situated in ****COUNTY NAME HERE**** County, State of **Texas**. Said property is not a homestead property and is being described as follows:

****LEGAL DESCRIPTION HERE****

Together with all rights of ownership associated with the property, including, but not limited to all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, Improvements and appurtenances. SUBJECT TO all recorded easements, right-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any affecting the property.

2. PURCHASE PRICE & TERMS

The purchase price of the property shall be **\$X,XXX** and is being sold "As Is." The purchaser does hereby agree to pay to the order of the Seller the sum of **\$XXX** as a down payment plus **\$XXX** Document Fee with the property balance of **\$X,XXX** for a total of **\$X,XXX** upon execution of this agreement being due and payable as following:

- a. Balance payable, together with interest on the whole sum that shall be from time to time unpaid at the rate of **0%** per annum, payable in the amount of **\$XXX** dollars per month beginning on the ****#th day of MONTH, YEAR**** and continuing on the same day of each month thereafter until fully paid.
- b. There will be a service fee of **\$10** per month added to your payment to cover servicing costs.
- c. Annual property taxes will be paid by seller until contract is completed or terminated.
- d. Monthly Payment Detail for **XX** Months:

Principal and Interest	\$XXX
Property Tax	\$XX
Loan Service Fee	\$10
Total Monthly Payment	\$XXX

3. SECURITY

This contract shall stand as security of the payment of the obligations of Purchaser.

4. MAINTENANCE OF IMPROVEMENTS

Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

Purchaser is not allowed to use, manufacture, dispose, or store any hazardous substances, waste, toxic substances or petroleum in or under the property. Purchaser may not sell the property in part or in full without the seller's written approval. All amounts from any condemnation award from any public entity shall be paid first to Seller for any remaining balance of contract. Purchaser shall give Seller immediate written notice of any notice, actual or threatened condemnation proceeding against all or any part of the property.

5. CONDITION OF IMPROVEMENTS

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures located thereon, and/or the location of the boundaries. Purchaser accepts the property in its "as-is" condition. Purchaser takes possession as a non-primary residence property.

6. POSSESSION OF RECORD

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract; Purchaser agrees to return the property to Seller in substantially the same condition as it now exists. Seller reserves the right to inspect the property at any time with or without notice to Purchaser until full payment is received. No illegal practices, subject to the laws of the property's city and state, shall take place on the property.

7. TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: During the term of this contract Seller shall pay all taxes and assessments levied against the property. Seller will pay taxes on or before the due date each year until contract is satisfied and deed is transferred to purchaser.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser.

Casualty Insurance: All activities on the property are the responsibility of the purchaser. It is recommended that the purchaser purchase casualty insurance on the property.

8. DEFAULT

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or

performance stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure within the 14-day time period, then Seller shall have any of the following remedies, in the discretion of Seller;

- a) Give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional twenty (20) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or
- b) Give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional twenty (20) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of Texas.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 8(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchase.

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action. The seller is entitled to any improvements that have been made to the property and any abandoned personal property in the event of a default.

9. DEED AND EVIDENCE OF TITLE

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a General Warranty Deed to the subject property free and clear of any liens other than taxes and assessments for the current year.

10. NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notice required hereunder may be sent to:

Seller: BRINVEST LLC, P.O. Box 54902 Hurst, TX 76054

Purchaser: **PURCHASER NAME, PURCHASE ADDRESS**

And when mailed, to said address, shall be binding and conclusively presumed to serve upon said parties respectively.

11. ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller. Purchaser may not place any liens on the property until the full price of property has been paid and the Deed has been changed into Purchaser's name.

12. PREPAYMENT

Purchaser has the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

13. ATTORNEY FEES

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller.

14. LATE PAYMENT CHARGES

If Purchaser shall fail to pay within five (5) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of \$50.00. Such charge shall be paid to Seller at the time of payment of the past due installment. There will be a \$60.00 fee for all returned payments.

15. ENTIRE AGREEMENT

This agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, by seller, in the representations, oral or written, are merged into this Agreement.

16. AMENDMENT – WAIVERS

This agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extend expressly specified therein.

17. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable, by a court, no other provisions shall be affected by this holding. The parties intended that in the event one or more

provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

18. JOINT AND SEVERAL LIABILITY

All purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

19. PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Texas, provided the Purchaser: (a) pays Seller all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements. Upon reinstatement by Purchaser, this security instrument and obligations secured hereby shall remain fully effective as if no acceleration has occurred.


20. GENERAL INDEMNITY

Purchaser agrees to indemnify, defend and hold Seller harmless from any loss, damage or claims arising from the use of the Property by Purchaser, a licensee or invitee of Purchaser of a tenant of Purchaser, including without limitation attorney's fees and expenses arising therefrom.

21. HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

Agreement & Signatures: *By signing below you agree to all terms as described in this document.*

<u>SELLER(S) NAME AND ADDRESS</u>	<u>PURCHASER(S) NAME AND ADDRESS</u>
Billy Rogers member BRINVEST LLC PO Box 54902 Euless, TX 76054	**BUYER NAME** **BUYER ADDRESS**
Signature:  Date: October 21, 2022	Signature: {{t:s;r;y;o:"Buyer";w:100;h:15;}} Date: October 21, 2022

**CONSUMER / BUSINESS AUTHORIZATION FOR DIRECT PAYMENT VIA ACH
(ACH DEBITS)**

I (we) authorize BRINVEST LLC to electronically debit my (our) account as follows:

Bank Account Type:

Checking Account {{t;c;r;n;o:"Buyer";}}
Savings Account {{t;c;r;n;o:"Buyer";}} (select one)

I authorize electronic ACH debit / credits to the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Name On Account: {{t;t;r;y;o:"Buyer";l:"Name on Bank Account";w:120;h:20;}}

Routing Number: {{t;t;r;y;o:"Buyer";l:"Routing Number";w:120;h:20;}}

Account Number: {{t;t;r;y;o:"Buyer";l:"Account Number";w:120;h:20;}}

I (we) understand that this authorization will remain in full force and effect until I (we) notify BRINVEST LLC in writing that I (we) wish to revoke this authorization. I (we) understand that BRINVEST LLC requires at least 15 days prior notice in order to cancel this authorization.

Name(s): {{t;t;r;y;o:"Buyer";l:"Buyer Name";w:120;h:20;}}

Date: October 21, 2022

Signature: {{t;s;r;y;o:"Buyer";w:100;h:15;}}