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Real Estate Contract

- 8. BUYERS' COVENANTS: Buyers covenants and agrees to the following terms and conditions, to wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to take the property hereby in the condition as it stands as of the date of this agreement, and to pay the consideration agreed upon, regardless of any loss, destruction or damage to any of the improvements thereon by fire, condemnation proceedings or from any other cause after said date; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or her agents to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all utility taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property.
- INSURANCE: Buyers covenant and agree that at such time as a building shall be constructed on the premises, to acquire and constantly insure in companies acceptable to the Seller against loss or damage by fire or other casualty to the full insurable value thereof, with loss payable to Seller and Buyers as their respective interest may appear, all policies on the buildings to be delivered to the Seller, if requested who may retain same until the balance of the purchase price is paid in full. Buyers further covenant and agree in the event of destruction or damage to said property and the payment of insurance proceeds to Seller, any insurance so paid to Seller shall be credited upon the unpaid balance of this contract except, that in the event of a partial loss, the proceeds of such insurance may be applied, at Buyers option, to the actual expenses incurred by the Buyers in making necessary repairs resulting to the damaged premises.
- payments herein provided or to maintain insurance, as herein required, the Seller may make such payment or effect such insurance, and any amounts so paid by the Seller, together with interest at the rate of twelve (12%) percent per annum thereon from date of payment until repaid, shall be repayable by Buyers on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.
- 11. SELLER'S COVENANTS: The Seller agree that when the Buyers shall have paid the balance of the purchase price and interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Buyers or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract to make, execute and deliver to the Buyers or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances except those of record mentioned herein, and it is understood and agreed that the warranties of said Deed shall, after the date of this contract, apply only to the acts of the Seller and shall not include any taxes or assessments which may have become a lien after the date of this contract. Seller further agree to furnish to Buyers a policy of title insurance insuring her legal title to said real estate as of the date of this contract within ninety (90) days from the date hereof.
- 12. CHANCE IN TITLE OR OCCUPANCY: The rights to purchase granted by this Real Estate Contract are personal to the Buyers, and Seller's reliance upon Buyers' ability and integrity is a part of the consideration of this contract. Neither this contract, nor any interest therein, nor the possession of