

Owner Financing Contract

I. Parties

This Owner Financing Contract (shall be referred as the "**Contract**" hereinafter), executed on _____, by and between:

The "**SELLER**"

_____ residing at _____
_____ ,

-and-

The "**BUYER**"

_____ residing at _____
_____ ,

WHEREAS, the Parties to this Contract has agreed on the sale on part of the SELLER and purchase on part of the BUYER, the property described in Article 2 of this Contract,

WHEREAS the SELLER provides financing to the BUYER and acts as the lender, and the BUYER makes payments to the SELLER,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

II. Definition of the Property

The correct legal description of the Property subject to this Contract is as follows:

III. Payment Schedule

The total sale value of the Property under this Contract is _____.

As a down payment, _____% of the total sale value shall be paid at the date of execution of the Contract. The seller agrees to finance the remaining amount at an interest rate of _____% for a _____-year term. This interest rate is flexible according to the mortgage rate index rate chosen by the Parties. However, the rate can only be changed by mutual written consent of the Parties.

The payment schedule for the remaining amount is as follows;

Number of Installment	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Apart from the sales value, all fees, taxes, cost and expenses arising from the sale of the Property borne by the BUYER.

IV. Consequences of Failure to Pay

If the BUYER fails to make 2 or more payments on due dates, the SELLER may initiate a foreclosure procedure to take back the Property. Also, the SELLER may take legal action to collect the debt, which can include wage garnishment, seizure of bank accounts, or any other collection methods.

V. Transfer of Ownership

At the end of the all payments are made, the SELLER will transfer ownership of the property to the Buyer. However, the right of use will belong to the BUYER after the signing of the contract.

The SELLER will give the Buyer a properly executed deed and an adequate affidavit of title. If the SELLER is a corporation, it will also deliver a corporate resolution authorizing the sale.

VI. Warranties

As of the date of the execution of this Contract, the SELLER warrants that the Property is free of any liens, mortgages, or any other encumbrances. The SELLER agrees and undertakes that this situation will continue until the transfer of ownership.

Besides, the SELLER warrants to disclose any known material facts about the property, such as past floods or environmental hazards that cannot be detected in physical examination of the Property.

VII. Miscellaneous Provisions

- **Amendment** - This Agreement may not be amended except by an instrument in writing signed by the parties hereto.
- **Non-waiver** - Failure or neglect by either Party, at any time, to enforce any of the provisions of this Contract, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Contract.

- **Notifications** - Any notice, demand, consent, election, offer, approval, request or other communication (collectively, a "Notice") required or permitted under this Contract must be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, by Federal Express or other recognized and reputable national overnight courier.
- **Entire Agreement** - This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

VII. Governing Law

This Contract shall be deemed to be a Contract made under and governed by the internal laws of the state of _____.

IN WITNESS WHEREOF, the Parties hereto shall conform to the covenants found herein this Contract.

Signature of Buyer

Signature of Seller

Name of Buyer

Name of Seller

Date Signed by Buyer

Date Signed by Seller



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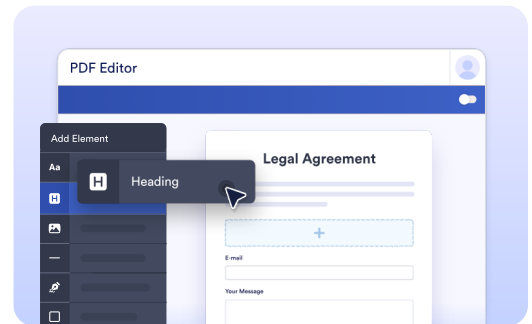
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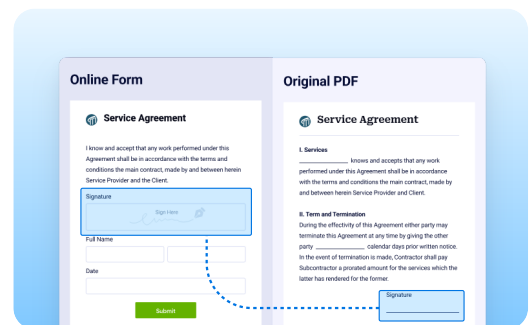
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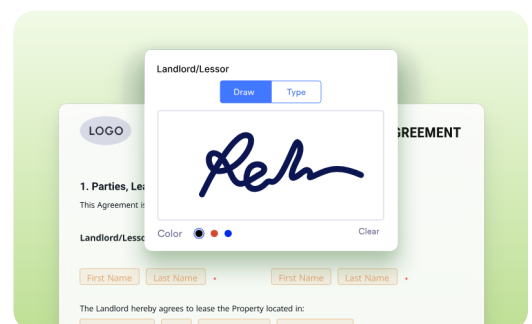
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