

PURCHASE AGREEMENT

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1. Date: November 10, 2002

2. 1 (We) _____

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3. _____

of _____

4. to purchase from Erna Saxowsky Estate

hereinafter referred to as Buyer, offer

5. _____

of

6. following described Real Estate: Lot J Blk 6 NW 14

hereinafter referred to as Seller, the

7. _____

8. _____

9. Located in the county of MortonState of North Dakota10. with a street address of 331 Grove St NorthCity of Hebron11. MINERALS, if owned, included Yes No. Amount of Seller owned included _____

12. Included in the purchase price are all items and equipment attached to the property, which will be delivered free and clear of any encumbrances, and in their present condition, including but not limited to the following: All garden bulbs, plants, shrubs and trees, screen doors and windows, storm doors and windows, electric lighting fixtures, chandeliers, window shades, drapery poles, curtain rods, blinds, bathroom fixtures, attached mirrors, central heating and cooling units and attached equipment, ventilating fixtures, water heaters, water softeners (if owned by the Seller), linoleum, wall-to-wall carpeting, awnings, fireplace screens and grates, exterior attached antennas, built-in kitchen equipment, basketball hoops, garage door openers and remote controls; propane tank and controls (if owned by the Seller), except items as are herewith set forth;

20. The following personal property is also included as a part of the property for said purchase price: Range, Refrigerator, Window Coverings, Deep Freeze, washer and dryer

23. Seller agrees to remove all debris and all personal property not included herein from the property by possession date _____

24. PURCHASE PRICE: the sum of _____

Dollars (_____)

25. Earnest money herewith One Hundred and no/100Dollars (\$ 100.00)26. Attached earnest money to be deposited upon Seller's acceptance.

27. On _____ (date), as additional earnest money, the sum of _____ Dollars (\$ _____)

28. FINANCING TERMS: Special Assessments in the amount of \$2485.38 are to be paid by the Seller, assumed by the29. Buyer and credited against the purchase price, annual installment of special assessments to be prorated as of the date of possession.30. Balance of Purchase Price _____ shall be paid as follows: cash upon obtaining financing

31. _____

32. _____

33. Seller, at Seller's expense, shall furnish an abstract of title certified to date. If, after examination, Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to Seller, then said earnest money shall be refunded to Buyer, and Buyer and Seller agree to sign a cancellation of Purchase Agreement. However, Buyer may waive defects and elect to purchase. In lieu of an updated abstract, when a title insurance policy exists, Seller shall pay the initial records search fee.

37. The title insurance premium for lender/owner's policy shall be paid by Buyer. Plat drawing, if required by lender, shall be paid for by Buyer.

38. Final title search shall be paid for by Buyer. The Seller further agrees to deliver a good and sufficient Warranty Deed, free of all liens and
39. encumbrances except zoning ordinances, building and use restrictions, easements of record, mineral reservations and conveyances of
40. record, and _____
41. REAL ESTATE TAXES, based on the most current tax information available from the County Treasurer, shall be prorated between Seller and
42. Buyer as of date of possession closing.
43. No representations have been made concerning the amount of subsequent real estate taxes or special assessments.
44. Rent and condominium or association fees for the current year shall be prorated between Buyer and Seller as of the date of possession
45. closing. All charges for water, sewer, electricity, propane, natural gas or other utilities shall be prorated between parties as of the date of
46. possession closing.
47. To the best of the Seller's knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in this
48. agreement.
49. Seller is liable for risk of loss on the premises to the time of title transfer. At title transfer Buyer shall assume risk of loss.
50. Closing for title and financial documents shall be on or before Dec 31, 2002 _____ (date).
51. Seller agrees to deliver possession of the premises on closing _____ (date).
52. Other conditions shall be that _____
53. _____
54. _____
55. The agreement shall be contingent upon Buyer to obtain financing, House and property to appraise at or above selling price.
56. Seller to allow \$1,500.00 for buyers down payment and closing costs _____
57. _____
58. _____
59. Buyer hereby deposits with Kukowski Land Co _____ the sum of
60. \$ 100.00 in the form of check _____ as earnest money, receipt of which is hereby acknowl-
61. edged, to be held in escrow and returned in the event of refusal or failure of the Seller to accept this offer by November 15, 2002 (date).
62. In the event the Seller performs all his obligations after acceptance and the Buyer shall fail to consummate the purchase by the dates specified
63. above in accordance with all terms and conditions of this agreement, at Seller's option, either the earnest money shall be forfeited to Seller as
64. liquidated damages (since the parties agree the calculation of damages to Seller would be difficult to ascertain with certainty and since parties
65. further agree that the amount of earnest money is a reasonable attempt to estimate damages which will be suffered by the Seller) and this
66. Agreement thereupon shall be of no further binding effect; or Seller may demand and pursue any and all other remedies including but not
67. limited to actual damages or specific performance of this agreement. If Seller, contrary to this Agreement, fails, neglects or refuses to perform
68. as agreed, Buyer may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement.
69. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either
70. party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance. Time is of the essence
71. for all covenants and conditions in this entire agreement.
72. BUYER AND SELLER INITIAL: Buyer(s) J.P. Date 11-14-02 Seller(s) JMS Date 11-15-02

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Address 331 Grove St North

Date 11/14/02

74. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint
 75. hazards at the Buyer's expense until 9:00 PM on the tenth calendar day after ratification or _____(date). This contingency will terminate at
 76. the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum
 77. listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The
 78. Seller may, at the Seller's option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior
 79. to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector
 80. demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the
 81. Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the
 82. property in "as-is" condition or this contract shall become void. The Buyer may remove this contingency at any time without cause.
 83. Buyer(s) elect(s) to waive the above lead-based paint contingency. _____ (initial) _____ (initial)
 84. Buyer acknowledges receipt of the pamphlet *Protect Your Family from Lead in Your Home*. _____ (initial) _____ (Initial) (Targeted housing only)
 85. Buyer acknowledges that no statements have been made by Seller or Seller's agents except as otherwise provided in an addendum attached
 86. hereto. Buyer further acknowledges that in signing this offer Buyer relies solely upon personal inspection, or inspection done on the Buyer's
 87. behalf and expense, of the premises. Buyer has been made aware of the availability of property inspections. Buyer elects declines to
 88. have a property inspection performed.
 89. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING AND TO ESTABLISH THAT THE
 90. PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF PURCHASE AGREEMENT

91. AGENCY DISCLOSURE: _____ Agent) _____ Broker) _____ Company
 92. STIPULATES THAT S/HE IS ACTING AS BUYER'S AGENT SELLER'S AGENT NON-AGENT FACILITATOR IN THIS TRANS-
 93. ACTION. THE LISTING AGENT OR BROKER STIPULATES THAT S/HE IS REPRESENTING THE SELLER IN THIS TRANSAC-
 94. TION _____
 95. _____ (Selling Agent) _____ (Listing Agent)

96. DUAL AGENCY REPRESENTATION does does not apply in this transaction. If applicable, Broker represents both the Seller(s)
 97. and the Buyer(s) of the property involved in this transaction, which creates dual agency. This means that Broker and its salespersons
 98. owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are
 99. prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without consent of both
 100. Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
 101. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential
 102. unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
 103. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
 104. (3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale.
 105. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesper-
 106. sons to act as dual agents in this transaction.

107. _____
 108. (SELLER) (Date) (BUYER) (Date)
 109. _____
 110. (SELLER) (Date) (BUYER) (Date)

111. APPOINTED AGENCY does does not apply in this transaction.
 112. If Broker has adopted an appointed agency policy, dual agency may not apply. However, an agent who singularly represents both Seller(s)
 113. and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get
 114. permission from both parties to act.

115. Entire Agreement: This Purchase Agreement, any attached exhibits, and any addenda or amendments signed by the parties shall constitute
 116. the entire agreement between Seller and Buyer. There are no verbal or other agreements which modify or affect this agreement. This
 117. Purchase Agreement can be modified only in writing signed by Seller and Buyer. Buyer may not assign this agreement without Seller's written
 118. consent.

119. It is understood that Continental Real Estate and Kukowski Land is acting as agent only
 120. in bringing the Buyer and Seller together, that all agreement(s) to be enforced between the parties is (are) set forth in the Purchase Agreement
 121. and addenda thereto, that the agent is not liable to either party for claimed statements or promises not in the agreement or for the
 122. performance or non-performance of any term or promise in the agreement(s) between the parties.

123. _____ Date 11-14-02

124. Witness _____ BUYER _____
 _____ Date 11-14-02

125. _____
 126. _____
 127. _____ Date 11-15-02
 128. Witness _____ SELLER Daniel [Signature] PR for
Erna Saxeansky Estate
 129. _____ SS# _____

130. _____ Date _____
 131. Witness _____ SELLER _____
 132. _____ SS# _____