PURCHASE AGREEMENT

This form is approved by the Badlands Board of REALTORS which disclaims any liability arising out of the use or misuse of this form.

1. Date: November 10, 2002

2. 1 (We) of hereinafter referred to as Buyer, offer

3. to purchase from Erna Saxowsky Estate

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

5. of hereinafter referred to as Seller, the

6. Located in the county of Morton State of North Dakota City of Hebron

7. with a street address of 331 Grove St North

8. MINERALS, if owned, included □ Yes □ No. Amount of Seller owned included

9. 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

10. are herewith set forth;

11. 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

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

13. PURCHASE PRICE: the sum of Dollars ($)

14. Earnest money herewith One Hundred and no/100 Dollars ($100.00)

15. □ Attached earnest money to be deposited upon Seller’s acceptance.

16. On (date), as additional earnest money, the sum of Dollars ($)

17. FINANCING TERMS: Special Assessments in the amount of $2485.38 are to be □ paid by the Seller, □ assumed by the Buyer and □ credited against the purchase price. □ annual installment of special assessments to be prorated as of the date of possession.

18. Balance of Purchase Price shall be paid as follows: cash upon obtaining financing

19. 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.

20. 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.
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 encumbrances except zoning ordinances, building and use restrictions, easements of record, mineral reservations and conveyances of record, and

REAL ESTATE TAXES, based on the most current tax information available from the County Treasurer, shall be prorated between Seller and Buyer as of date of ☐ possession ☒ closing.

No representations have been made concerning the amount of subsequent real estate taxes or special assessments.

Rent and condominium or association fees for the current year shall be prorated between Buyer and Seller as of the date of ☐ possession ☒ closing. All charges for water, sewer, electricity, propane, natural gas or other utilities shall be prorated between parties as of the date of ☐ possession ☒ closing.

To the best of the Seller's knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in this agreement.

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.

Closing for title and financial documents shall be on or before Dec 31, 2002 (date).

Seller agrees to deliver possession of the premises on closing (date).

Other conditions shall be that

The agreement shall be contingent upon Buyer to obtain financing, house and property to appraise at or above selling price.

Seller to allow $1,500.00 for buyer's down payment and closing costs

Buyer hereby deposits with Kukowski Land Co $100.00 in the form of check __________ as earnest money, receipt of which is hereby acknowledged, to be held in escrow and returned in the event of refusal or failure of the Seller to accept this offer by November 30, 2002 (date).

In the event the Seller performs all his obligations after acceptance and the Buyer shall fail to consummate the purchase by the dates specified 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 liquidated damages (since the parties agree the calculation of damages to Seller would be difficult to ascertain with certain and since parties further agree that the amount of earnest money is a reasonable attempt to estimate damages which will be suffered by the Seller) and this Agreement thereupon shall be of no further binding effect; or Seller may demand and pursue any and all other remedies including but not limited to actual damages or specific performance of this agreement. If Seller, contrary to this Agreement, fails, neglects or refuses to perform as agreed, Buyer may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement.

Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance. Time is of the essence for all covenants and conditions in this entire agreement.

BUYER AND SELLER INITIAL: Buyer(s) [Joh] Date 11-14-02 [Dm] Date 11-15-02

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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 hazards at the Buyer's expense until 9:00 PM on the tenth calendar day after ratification or (date). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector 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 Seller makes a counter-offer, the Buyer shall have days to respond to the counter-offer or remove this contingency and take the 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 hereto. Buyer further acknowledges that in signing this offer Buyer relies solely upon personal inspection, or inspection done on the Buyer's behalf and expense, of the premises. Buyer has been made aware of the availability of property inspections. Buyer elects ☒ declines to 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 PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF PURCHASE AGREEMENT.

AGENCY DISCLOSURE: ☒ Agent) ☒ Broker) ☒ Company

STIPULATES THAT SHE IS ACTING AS ☒ BUYER'S AGENT ☒ SELLER'S AGENT ☒ NON-AGENT FACILITATOR IN THIS TRANSACTION. THE LISTING AGENT OR BROKER STIPULATES THAT SHE IS REPRESENTING THE SELLER IN THIS TRANSACTION.

(Selling Agent) (Listing Agent)

DUAL AGENCY REPRESENTATION ☒ does ☒ does not apply in this transaction. If applicable, Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

1. confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

2. Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

3. within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in this transaction.
111. APPOINTED AGENCY 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) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get 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 the entire agreement between Seller and Buyer. There are no verbal or other agreements which modify or affect this agreement. This Purchase Agreement can be modified only in writing signed by Seller and Buyer. Buyer may not assign this agreement without Seller's written 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 and addenda thereto, that the agent is not liable to either party for claimed statements or promises not in the agreement or for the performance or non-performance of any term or promise in the agreement(s) between the parties.

Date 11-14-02

128. Witness

Date 11-14-02

Date 11-15-02

SELLER Erna Saxowsky Estate

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