

If the agreement fully amortizes and there is no prepayment, Seller will issue a Warranty Deed, free of all liens after full compliance of this agreement. Your purchase of property is guaranteed to be marketable and insurable.

It is agreed that no promise of resale or repurchase of the hereinabove described property has been made by Seller, and no depreciation as to investment value of the hereinabove described undeveloped property has been made by Seller, and that this agreement sets forth all of the agreements of the parties pertaining to the aforementioned property.

Purchaser represents to the Seller that he is buying the premises "as is" based upon his own examination and judgement, and not in reliance upon any representations or promises not herein contained. Purchaser understands there are no utilities upon the premises. Purchaser understands that stock may graze the premises until fenced off by Purchaser, and that the only access is over dedicated easements, bladed roads and natural terrain.

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

WARRANTY DEED: Within Sixty (60) days after payment in full of the purchase price, **TruWest, Inc.** will deliver a Warranty Deed, conveying good and marketable or insurable title to Purchaser, free and clear of all encumbrances except those restrictions, conditions, reservations and easements of record. Oil, gas and mineral rights are reserved by the State of Texas.

TAXES: Purchaser shall pay all taxes and assessments of every nature beginning after the date hereof. Said taxes and assessments will be advanced by TruWest, Inc. from which Purchaser shall re-imburse Seller.

ASSIGNMENT: The agreement may be assigned or transferred by Purchaser only with the written consent of TruWest, Inc. All covenants and agreements herein contained shall extend to the heirs, executors, administrators, successors and assigns of the respective parties.

ACCESS: Easements for access from a public road have been dedicated for the use of landowners along both the North and South boundaries of the subdivision, and each parcel has legal and physical access to Highway #170 and the Rio Grande River. No additional improvements are planned within the subdivision. Electricity, telephone service and other utilities are available in the vicinity of the subdivision. Buyer is solely responsible for installing and maintaining said services. Presidio County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners shall indemnify and save harmless Presidio County from all claims, damages and losses arising out of or resulting from performance of the obligation of said owners set forth in this paragraph.

EXCHANGE PRIVILEGE: At any time prior to delivery of the deed or the recording of this contract, Purchaser may exchange the property for other available property. In the event of exchange, all principal paid pursuant to this Agreement for Deed shall be credited toward the purchase of the exchanged property.

DEFAULT: In the event of the failure of Purchaser to make the payments or any part thereof as herein provided within forty-five (45) days after same becomes due, this contract shall be in default. In the event of default, the contract may be cancelled and in such event the payments thereby shall be retained by the Seller as agreed as liquidated damages. Interest shall continue to accrue during any period of default. This agreement shall not impose any personal liability on the Purchaser or any subsequent purchaser from the Purchaser and the Seller shall look only to the land for the payment of the balance of the purchase price.

CREDITS: All credits, refunds, allowances or adjustments are issued only by Seller's home office.

NOTICES: All notices contemplated by this Agreement shall be in writing. Notices to TruWest, Inc. shall be addressed to TruWest, Inc., PO Box 800-049, Aventura FL 33280.

RIGHT TO WITHDRAW THE PROPERTY: Seller reserves the right to withdraw the property if it is sold prior to receiving your signed agreement.

PURCHASER ACKNOWLEDGES THAT A COPY OF THE PROPERTY OWNERS VITAL INFORMATION STATEMENT (VIS) HAS BEEN DELIVERED TO HIM. PURCHASER FURTHER ACKNOWLEDES THAT HE/SHE/THEY HAS/HAVE READ AND UNDERSTAND(S) THIS AGREEMENT, AS WELL AS THE ENCLOSED VITAL INFORMATION STATEMENT (VIS).

"SELLER" TRUWEST, INC. L.L.C.

EACH PARCEL IS A MINIMUM OF FIFTEEN ACRES AND HAS RIVER / HIGHWAY ACCESS.

BY: David Linsenbaum
(Office Use Only)

PURCHASER'S SIGNATURE (Date)

ACCEPTED: This _____ day of _____, 20_____

Officer

PURCHASER'S SIGNATURE (Date)

SOCIAL SECURITY #

This instrument prepared by
TruWest, Inc.
1415 S. Voss Rd.
Houston TX 77057

(Corporate seal)