

WEST FORK R A N C H E S

REAL PROPERTY OFFER AND AGREEMENT FOR DEED

Between Seller
TruWest, Inc.
PO Box 800-049
Aventura Florida 33280
(888) 420-0200 Customer Service
And

AGREEMENT FOR DEED

[**PRE-APPROVED**

]
hereinafter called "Purchaser"

* Joint Tenancy with Right of Survivorship * Sole Owner * Tenancy in Common * As Trustee

AGREES TO PURCHASE THE FOLLOWING PROPERTY FROM TRUWEST, INC.
hereinafter called "Seller"

PROPERTY DESCRIPTION: Legal Description: TRACT NO. ___of SECTION _____ Containing _____Acres

UPON THE FOLLOWING TERMS AND CONDITIONS:

PURCHASE PRICE AND PAYMENT TERMS:

1. CASH PRICE \$ _____
 Broker commissions (10%) N/A
2. CASH DOWN PAYMENT \$ _____
3. UNPAID BALANCE OF CASH PRICE \$ _____
4. ANNUAL PERCENTAGE RATE _____ %
5. NUMBER OF MONTHLY PAYMENTS _____
6. AMOUNT OF MONTHLY PAYMENTS \$ _____
7. FIRST DUE DATE ON OR BEFORE _____
8. HOMEOWNER'S ASSOCIATION FEE (HOA) N/A

REFUND PRIVILEGES: PURCHASER HAS THE OPTION TO CANCEL THIS AGREEMENT BY WRITTEN NOTICE TO THE SELLER BY MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THIS AGREEMENT. The Purchaser shall also have 3 months from the sale date of this Agreement to make a personal inspection of his property on a Company-guided tour, and have all money paid to the Seller refunded for any reason whatsoever.

Prepayment: Purchaser may pre-pay in full or in part at any time without penalty.

Security: Seller retains legal title to the property being purchased, until payment in full by Purchaser.

Late Charge: If a monthly payment is not made within fifteen (15) days of the due date, then delinquency late charge of five percent (5%) of the past due installment of principal and interest will be charged. However, interest will continue to accrue at the Percentage Rate.

It is understood and agreed that until full payment of the purchase price and all accrued interest has been made, or a deed to the property has otherwise been received by Purchaser as herein provided, the property is not to be used as the Purchaser's residence or as the residence of any person related to the Purchaser within the second degree of consanguinity, as defined by law. Purchaser may take possession and make non-residential improvements to the property at any time.

Prior to full payment, upon the payment of twenty-five (25%) per cent of the principal purchase price and not otherwise being in default, if Purchaser desires to make residential improvements on the property, Purchaser may, upon application from Presidio county for erection of residential improvements, and contingent upon approval by TruWest, Inc., receive a general warranty deed, and the remaining financial obligation shall be converted to a mortgage evidenced by a promissory note for the balance and a deed of trust to secure its payment. Purchaser shall then be authorized to construct residential improvements on the property. There are no time limits to build.

The number and amount of payment set forth assumes payment according to the scheduled payment dates. If Purchaser does not pay according to the schedule set forth, the final payment may be greater or lesser than the regular monthly payment. This will be dependent upon whether the Purchaser has made his payments on time or been delinquent as the interest is computed on the basis of the outstanding unpaid principal balance. Purchaser, by prepaying his contract, will substantially reduce the total amount of interest payments.

Prepayments shall not relieve Purchaser of paying next ensuing monthly principal interest payment to become due. Purchaser agrees that all payments due hereunder shall be made promptly. There shall be no personal liability on Purchaser to make payments required hereunder.

Payments shall be applied first to accrued interest and the balance thereof credited to the principal. Prepayments without penalty may be made at any time. Seller retains title to the property as a "Security Interest" (as defined in Federal Reserve Board Regulation Z). Purchaser acknowledges that he has read all the terms, conditions and acknowledgments stated herein, and that all such terms, conditions and acknowledgments are part of this agreement. The date of this transaction shall be the date this agreement is signed by TruWest, Inc.

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 includes a marketable and insurable title. There are no closing costs.

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: All taxes and assessments will be paid by TruWest, Inc. until which time property is paid in full and Warranty Deed is delivered.

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 access to 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) DATED _____.

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

Purchaser (Date)

APPROVED: This _____ day of _____, 20_____

Purchaser (Date)

Officer

This instrument prepared by
TruWest, Inc.
PO Box 800-049
Aventura FL 33280

**ACCEPTED:
TruWest, Inc.**

By: _____

(Corporate seal)