

**Land Direct USA, LLC**

12956 Bliss Loop

Bradenton, FL 34211

Phone: 928-515-3510

Email: [sales@landdirectusa.com](mailto:sales@landdirectusa.com)

Website: [www.landdirectusa.com](http://www.landdirectusa.com)

2/11/2017

Dear John:

Congratulations on the acquisition of the property referenced below. It has been a pleasure working with you. Simply follow the instructions noted in the attached documents and the property will be processed into your name shortly.

As a further introduction, Land Direct USA, LLC, was founded in the year 2015 to assist the real estate investor in acquiring land at wholesale prices. We own and sell properties in both of our LLC's: Land Direct USA, LLC and BDAVIS EV LLC. It is our goal to have every transaction meet our investors' satisfaction and become a repeat customer. Please be sure to check our website, [www.landdirectusa.com](http://www.landdirectusa.com), and various internet auction sites for the availability of our new property.

Should you have further questions, please contact us via email at [sales@landdirectusa.com](mailto:sales@landdirectusa.com).

Sincerely,

Benjamin Davis

Land Direct USA, LLC

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**SPECIAL RECORDING INSTRUCTIONS**

Thank you very much for the payment. Attached are the Land Contract, Promissory Note and Purchase Sale Agreement. This process is very simple with signnow.com.

Please check to see that all of the information is correct in the package. If it is not, please contact us at 928-515-3510 to correct the information and forward it to you.

Simply follow the SignNow protocol for your electronic signatures and initials. Then click done when finished. If you have any questions regarding completing the electronic signature forms, please call 928-515-3510.

We are timing the first payment to be approximately 30 days from now via Echeck or credit card payment. We will email you the auto-payment link to set up your monthly payment. Once you make your final payment, we will send you out a Warranty Deed for your review and approval prior to recording the deed in your name on your property.

Sincerely,

Benjamin Davis

Land Direct USA, LLC

## **A Note about the Legal Documents**

Below is a simple explanation of what you are about to sign. This is not intended to be legal advice, as you should certainly contact your attorney regarding any of the legal documents contained herein. However, I wanted to give you my abridged version.

### **The Contract For the Sale and Purchase of Real Estate:**

This agreement simply outlines the terms and conditions of sale that you as the buyer and myself as the seller mutually agree upon. The main highlights of this contract are the purchase price, financing terms, receipt of your down payment, and our guarantee in writing. Without this agreement, there could be some misunderstanding of the terms we both agreed upon and we certainly know that the key to any good relationship is excellent communication without ambiguity.

### **The Promissory Note:**

Basically, you promise to pay each month on time the specified monthly payment. There are no pre-payment penalties. If you stop making payments, we will send you a certified letter giving you 30 days to make payment before we terminate the contract and take back the property. Nevertheless, if you call us or e-mail us and let us know what is going on we certainly can try to help you out.

### **Payments:**

Payments are due on the first day of the month and we will email you an invoice for the payment. The invoice will include a link so you can pay with a credit card.

If you are late making payments we are going to charge extra fees. If you sell your property you still have to pay us the balance due.

You have to reimburse us for your taxes on the property (or we can bill you monthly let us know, which you prefer).

### **The Land Contract:**

If you don't make your payments, we will give you a 30-day notice, and then have the right to take back the property without going to court.

Don't dump environmentally hazardous waste on the property.

In summary, all of these documents say the same thing. Make your minimum monthly payments on time each month. If you don't want your property anymore, call me and we can work something out. I'd rather work with you rather than have to send certified letters giving you 30 days to make payment in full.

## PROMISSORY NOTE

For value received, John Smith, 555 Main Street, Bradenton, FL 34202 ("Borrower[s]") promises to pay to LAND DIRECT USA LLC, 12956 Bliss Loop, FL 34211 ("Lender"), or to order, the principal amount of Five Thousand, Two Hundred, Fifteen Dollars (\$5215.00) together with interest on the unpaid principal balance from 3/10/2017 until paid in full.

Mohave County, Arizona

Parcel ID: 313-10-445

Legal Description: GREATER KINGMAN INDUSTRIAL PARK#2 LOT 7 BLK O SEC 17 2215

Address (if any): 5647 Patrick Drive, Kingman, AZ 86401

Principal and interest are payable as follows:

1. Payment. Borrower will pay Lender 35 (Thirty-Five) of principal and interest payments in the amount of One Hundred, Forty-Nine Dollars (\$149) each for the Financed Amount, inclusive of interest, beginning 3/10/2017, with interest calculated on the unpaid entire principal balance at Zero Percent (0%) per annum. Note: Total Monthly Payments including Financed Amount, Property Taxes, and HOA (if any) are \$149 (Financed) + \$5.00 (Property Tax) + \$0.00 (HOA) = \$154. This estimated payment is based on the assumption that all payments will be made exactly as scheduled. The actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any late charges, then to principal. Borrower will pay Lender through our payment system, or at such other place as Lender may designate in writing. The term of this Note is 35 (Thirty-Five) Months.
2. Default Rate. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by five (5) percentage points ("Default Rate"). The Default Rate of Interest shall thereafter supersede the rate set forth in Paragraph 1, above, even if the default is subsequently cured.
3. Prepayment. Borrower may prepay this note, in whole or in part at any time. There is no prepayment penalty.
4. Late Charge. If a payment is five (5) or more calendar days late, Borrower will be charged twenty-five (25) dollars, in addition to all other sums owed hereunder.
5. Default. Each of the following shall constitute an event of default under this Note:
  - a. Borrower fails to make any payment when due;
  - b. Borrower fails to comply with or to perform any other material term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including, but not limited to, the Purchase and Sale Agreement, Promissory Note and Land Contract;
  - c. Borrower defaults under any loan in favor of any other creditor, if such default may materially affect the Real Property securing this Note; and
  - d. Any statement made or furnished to Lender by Borrower to Lender in connection with this loan was false at the time the statement was made.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such

default (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable, but not more than thirty (30) days with respect to any non-monetary default.

This Note is secured by a Land Contract of this same date.

The maker promises and agrees that in the case of a default in the payment of any sum required hereunder, or in the case of the failure to perform any covenant contained in the Land Contract securing this Note, or if the maker becomes insolvent or makes a general assignment for the benefit of creditors, then the unpaid principal balance and accrued interest shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

The Borrower promises and agrees that in the event of any sale, transfer, alienation, or other disposition of the Stock which is the subject of the Land Contract which secures this Note, or of any part thereof or of any interest therein, whether voluntary or involuntary, the entire unpaid principal balance and accrued interest shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

In the event of a default under the terms of this Note or under the terms of the Land Contract securing this Note, the Borrower agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts. Any county civil matters that pertain to the property are the Borrower's responsibility. Jurisdiction and venue of any claim, action or proceeding to enforce the parties' rights under this Note shall be in the state and federal courts located in Manatee County, Florida.

The Borrower waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Note, and all defenses on the ground of any extension of time for payment that may be given by Lender to Borrower.

Dated: 2/11/2017

BORROWER[S]:

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John Smith

## LAND SALE CONTRACT

**Purchase and Sale:** The undersigned buyer[s] John Smith, 555 Main Street, Bradenton, FL 34202 ("Buyer") agrees to buy and the undersigned seller LAND DIRECT USA LLC, 12956 Bliss Loop, Bradenton, FL 34211, or its assigns, ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

Mohave County, Arizona

Parcel ID: 313-10-445

Legal Description: GREATER KINGMAN INDUSTRIAL PARK#2 LOT 7 BLK O SEC 17 2215

Address (if any): 5647 Patrick Drive, Kingman, AZ 86401

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

Items that will **NOT** remain with the property: N/A

The Seller address is: LAND DIRECT USA LLC, 12956 Bliss Loop, Bradenton, FL 34211

Phone: 928-515-3510

The Buyer address is: John Smith, 555 Main Street, Bradenton, FL 34202

Phone: 555-555-5555

**Purchase Price and Method of Payment:** Buyer warrants that, except as may be otherwise provided herein, Buyer will have at the time this agreement is signed and notarized, sufficient cash to complete the purchase of the Property, except for that portion the Seller has authorized for payment on the terms outlined in this Land Sale Contract.

The Purchase Price to be paid is \$5464.00. The terms of this Land Sale Contract are as follows:

1. Seller warrants the Property to be free of all liens and taxes are current.
2. Seller warrants the Property to be available to the buyer at the time of this contracts effective date.
3. Buyer can dwell on the property as long as they don't violate any County or City regulations. Buyer will not leave trash on the property and if there are any fines that are result of the Buyer's actions, those fines will be the responsibility of the Buyer.
4. Seller to hold the Title Warranty Deed to the Property until the Property is completely paid and the Seller warrants that the Property Title will remain free from any loans, liens, or encumbrances through the period of payment.
5. The Seller, at the time of title transfer, will provide the Buyer with a marketable title.
6. Seller will pay the Taxes on the Property each year and the Buyer will reimburse the seller each year. Taxes are to be taken out as monthly increments and be added to the monthly payments. Failure of the Buyer to reimburse the Seller for all taxes accrued from the date of this purchase within 60 days of the date due will void this Contract and the remaining amount owed on the Property will become due within 30 days.
7. The Seller will notify the Buyer by email (buyer must keep a valid email address on file) if the Buyer is at default.
8. The Seller will allow a grace period for the monthly payment of 5 days from the date due. If the payment has not been received within the grace period, a \$25 penalty will be assessed to the payment.

9. The Seller reserves the right to take back possession of the Property if the Buyer is in default of the monthly payment by 35 days, at which time the Seller will notify the Buyer by email of default. The Buyer will have 30 days to bring payments current in order to cure the default. If full payment is not received at this time, the property will be considered foreclosed and the Buyer will forfeit all interest and payments made. If the Seller and Buyer cannot work out any problems associated with the said property and legal action is taken, the side which loses the said action will be responsible for all costs and legal fees associated with the legal action.
10. The terms of payment are as follows:

Purchase Price	Down Payment	Financed Amount	Total Monthly Payment
\$5464.00	\$249.00	\$5215.00	\$154

- a. Purchase Price of \$5464.00.
- b. Down Payment of \$249.00.
- c. Total Amount Financed of \$5215.00.
- d. Monthly Payments for Financed Amount are \$149.
- e. Term is a period of 35 (Thirty-Five) Months.
- f. Interest Rate of 0 percent simple interest.
- g. Property Taxes are estimated at \$50.00 per year, so the Monthly Tax Payment will be \$5.00.
- h. HOA fees are estimated at \$0.00 per year, so the Monthly HOA Payment will be \$0.00.
- i. Total Monthly Payments including Financed Amount, Property Taxes, and HOA (if any) are \$149 (Financed) + \$5.00 (Property Tax) + \$0.00 (HOA) = \$154.
- j. Payments will begin on 3/10/2017 and will continue until principal is paid in full.
- k. Payments will be given a 5-Day Grace period. After the Grace period, there will be a \$25 penalty per the Promissory Note.
- l. There is no prepayment penalty. This note can be paid off at any time.
- m. Seller will record title Warranty Deed to the county of Mohave, state of Arizona, within 30 days of payoff.

**Binding Agreement Date**

Dated: 2/11/2017

This instrument becomes binding once the Buyer[s] signs this instrument.

I, John Smith, have accepted this offer subject to the terms noted in this Land Sale Contract as a legal and binding contract.

Buyer[s]:

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John Smith

# CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

## NO BROKER - VACANT RESIDENTIAL LAND

**WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.**

**FOR VALUABLE CONSIDERATION OF TEN DOLLARS** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

John Smith, 555 Main Street, Bradenton, FL 34202 (herein "Buyer") and

LAND DIRECT USA LLC, 12956 Bliss Loop, Bradenton, FL 34211, (herein "Seller") do hereby covenant, contract and agree as follows:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

Mohave County, Arizona

Parcel ID: 313-10-445

Legal Description: GREATER KINGMAN INDUSTRIAL PARK#2 LOT 7 BLK O SEC 17 2215

Address (if any): 5647 Patrick Drive, Kingman, AZ 86401

All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

Purchase Price	Down Payment	New Loan	Total Monthly Payment
\$5464.00	\$249.00	\$5215.00	\$154

3. **FINANCING:** The following provisions apply with respect to financing:

    **CASH SALE:** This contract is not contingent on financing.

  X   **OWNER FINANCING:** Seller agrees to finance \$5215.00 dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$5215.00, bearing 0% interest per annum, payable over a term of 35 (Thirty-Five) Months with even monthly payments of \$149 for Financed Amount, secured by a Land Contract with the first payment to begin 3/10/2017. Total Monthly Payments including Financed Amount, Property Taxes, and HOA (if any) are \$149 (Financed) + \$5.00 (Property Tax) + \$0.00 (HOA) = \$154

4. **DOWN PAYMENT MONEY:** Buyer has or will deposit \$249.00 as the down payment to LAND DIRECT USA LLC.
5. **PROPERTY CONDITION:** LAND DIRECT USA LLC makes no warranty or guarantee, either expressed or implied relative to usability, the exact location, desirability, or usefulness of the properties or boundary lines of the properties. Buyer is solely responsible for determining the condition of the property, the physical aspects of the land, its geographical location, accessibility, and correct acreage. All information contained is deemed reliable but not guaranteed. Buyer must do their own due diligence and hereby represents that they have personally inspected and examined the above mentioned property and accepts the property in its "as-is" and present condition.
6. **UTILITIES:** The present condition of all utility access to the property is accepted by Buyer.



7. CLOSING: The closing of the sale will be on or before 2/11/2017 unless extended pursuant to the terms hereof.

Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured. The closing date may also be extended by written agreement of the parties.

8. TITLE AND CONVEYANCE: Seller is to convey title to Buyer by Warranty Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general taxes for the year 2017 and subsequent years. A title report shall not be provided to Buyer at closing. Buyer may elect to do their own title search at their own expense. If there are title defects, Seller shall notify Buyer within 5 days of closing and Buyer, at Buyer's option, may either (a) if defects cannot be cured by designated closing date, cancel this contract, in which case all earnest money or down payment monies deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.
9. APPRAISAL, SURVEY AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of Buyer. A survey is not required.
10. POSSESSION AND TITLE: Prior to closing the property shall remain in the possession of Seller.
11. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided, if closed through a title company. There is no cost to buyer by closing directly.

Closing Cost	Buyer	Seller	Both *
Attorney Fees / Title Company Fees	X		
Title Insurance	X		
Title Abstract or Certificate	X		
Recording Fees		X	
Appraisal	X		
Survey	X		
If contingent on rezoning, cost and expenses of rezoning	X		
Transfer Taxes		X	
All other Closing Costs	X		

\* 50/50 between buyer and seller.

12. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available.
13. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver

evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

14. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property, which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
16. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

**To Buyer at:**

John Smith  
555 Main Street, Bradenton, FL 34202  
Telephone: 555-555-5555

**To Seller at:**

LAND DIRECT USA LLC  
12956 Bliss Loop, Bradenton, FL 34211  
Telephone: 928-515-3510  
Fax: 928-582-7920

19. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.
20. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
21. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
22. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this

contract shall remain valid with Buyer being entitled to be cancelled and the down payment money returned to Buyer.

23. IMPROVEMENTS: The Buyer has access to the property. The Buyer can clear it out, fence it, camp on the property, or improve the land as they see fit as long as it is allowed by the County Zoning or HOA/POA. The Buyer must wait until paid 50% of the price before starting to build on the property.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

GOVERNING LAW: This contract shall be governed by the laws of the State of Florida.

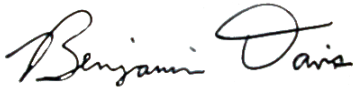
EXECUTED the 11 day of February 2017 (THE EFFECTIVE DATE).

**Buyer(s):**

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John Smith

**Seller:**



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Benjamin Davis, Manager  
LAND DIRECT USA LLC

Any questions? Call us at 928-515-3510 or email us at [sales@landdirectusa.com](mailto:sales@landdirectusa.com).

Thank you for your business and cooperation we look forward to working with you in the years ahead.

Sincerely,

Benjamin Davis  
Land Direct USA, LLC

## RECEIPT

Receipt of \$249.00 Down Payment Money is acknowledged. Date: 2/11/2017

Signature: 

Benjamin Davis, Manager, LAND DIRECT USA LLC

By:

LAND DIRECT USA LLC

12956 Bliss Loop

Bradenton, FL 34211