This instrument was prepared by and after recording return to:
TRHEEA 10885 S State St.
Sandy, UT 84070
For the property located at:
«Street»
«City», «State» «Zip»

Property Tax ID #:
«Tax_Parcel_ID»

----------Above this Line for Official Use Only----------

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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TEXAS EARNED EQUITY PROGRAM

HOMEOWNERSHIP CONTRACT FOR DEED AGREEMENT

THIS HOMEOWNERSHIP CONTRACT FOR DEED AGREEMENT ("**Agreement**"), effective as of **«Closing_Date»**, is by and between Tule River Homebuyer Earned Equity Agency ("**Seller**"), whose address is 31071 CA-190, Porterville, CA 93257 and **«Homebuyer_1» «And_2» «Homebuyer_2» «And_3» «Homebuyer_3» «And_4» «Homebuyer_4»,** whose address is **«Street», «City», «State» «Zip»** ("**Purchaser**").

ARTICLE 1—SALE OF THE PROPERTY

Section 1.1. **Sale of Property**. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described real property ("the Property"), together with all improvements on the Property, situated in «County» County, Texas, said property being described as follows:

See Exhibit A

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting

fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and all appliances now on the premises. SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property as set forth in **Exhibit "B"**.

ARTICLE 2—PURCHASE PRICE AND PAYMENT TERMS

Section 2.1 **Purchase Price.** Purchaser promises to pay to Seller or to Seller's order the purchase price of «M_1st_Amount» («M_1st_AmountWords») (the "Purchase Price") for the Property.

Section 2.2 **Balance and Payment Terms.** The Purchase Price is payable, together with interest on the unpaid principal balance at the rate of «HOA_Int» per annum, in **480** monthly installments of «P__I» per month ("Monthly Payment"), beginning on «Monthly_Payment» and continuing on the first day of each month thereafter until fully paid. The Monthly Payment shall amortize the Purchase Price over 40 years. Any late fees, interest or other past due charges which are not paid when due will be added to the Purchase Price. Past due principal and interest shall bear interest at the rate of twelve percent (12%) per annum from maturity until paid.

Section 2.3 **Monthly Payment Components.** The "Monthly Payment" consists of the following components:

(a) the principal (amortized over 40 years) plus interest (plus a margin);

(b) amounts to provide for reimbursement for the Seller's payment of any and all of the following:

(i) taxes and assessments and other items that can attach to the Property as a lien or encumbrance on the Property;

(ii) leasehold payments or ground rents on the Property, if any;

(iii) premiums for any and all insurance

(iv) Mortgage Insurance premiums, if any, or any sums payable by Seller in lieu of the payment of Mortgage Insurance premiums; and

(v) Community Association Dues, Fees, and Assessments ("Escrow Items"); and

(c) the monthly program administration fee charged by Seller to provide the Earned Equity Program.

Should the Monthly Payment change due to changes in Seller paid Escrow Items, Seller shall provide advance notice to Purchaser with a revised Monthly Payment amount reflecting the new Monthly Payment and a copy of any notice(s) received affecting the Monthly Payment.

Section 2.4 **Method of Payment**. Purchaser shall pay the Monthly Payment by check, ACH or such other method as is permitted by the Seller. Each Monthly Payment, when received by Seller, shall be credited first to the payment of the interest on the then-remaining unpaid

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principal balance of the purchase price due to the date of receipt of the Monthly Payment, then to the reduction of the unpaid principal balance of the purchase price, and interest on the amount credited to payment on the principal balance of the purchase price shall cease. No payment by Purchaser, nor receipt from Seller, of a lesser amount than the Monthly Payment, Additional Cost or other charges stipulated in this Agreement will be deemed to be anything other than a payment on account of the earliest stipulated amount owed. No endorsement or statement on any check, or any letter accompanying any check or payment as Monthly Payment or Additional Cost, will be deemed an accord and satisfaction. Seller will accept such check for payment without prejudice to Seller's right to recover the balance of such Monthly Payment or Additional Cost or to pursue any other remedy available to Seller.

Section 2.5 **Late Fee.** In the event Purchaser fails to pay any Monthly Payment in full within seven (7) days from the first calendar day of the month, Purchaser shall be required to pay a late fee equal to the lesser of 8 percent of the late Monthly Payment or the actual administrative cost of processing the late payment.

Section 2.6 **Additional Costs.** "Additional Costs" means: (i) any charges, fees, or penalties imposed on Purchaser for an Event of Default; (ii) all amounts Purchaser is obligated to pay under this Agreement which, if not paid by Purchaser, may be paid by Seller; (iii) all reasonable costs and expenses incurred by Seller in connection with performance of Purchaser's obligations or protection of the Property; (iv) a non-sufficient funds fee ("NSF Fee") of $25 for each payment returned unpaid due to non-sufficient funds or any other reason. Purchaser shall pay Seller all Additional Costs within thirty (30) calendar days after Seller has notified Purchaser in writing of such amount. If these Additional Costs remain unpaid, the Additional Costs will be added to the Purchase Price, then unpaid, and shall bear interest at the rate of twelve percent (12%) per annum until paid, or at the maximum rate permitted by law, whichever is less.

Section 2.7 **Security.** This Agreement shall stand as security for the payment of the obligations of the Purchaser.

Section 2.8 **Prepayment.** Purchaser has the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this Agreement at any time before the due date.

ARTICLE 3—PURCHASER'S OBLIGATIONS AND RIGHTS

Section 3.1 **Payment.** Purchaser agrees to make prompt payment as set forth in Article 2 and to do and perform all obligations set forth in this Agreement

Section 3.2 **Taxes.** During the term of this contract Purchaser shall pay all of the Taxes through the Monthly Payment. Purchaser shall forward any notices received from governmental authorities relating to Taxes within five (5) business days of receipt to Seller.

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Section 3.3 **Content Insurance**. Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser.

Section 3.4 **Liability and Hazard Insurance**. Purchaser shall maintain liability during the term of this contract with Seller named as an additional insured and with continuing coverage to at least the amount of the Purchase Price and other clauses as are reasonably required by Seller. During the term of this contract Purchaser shall pay all of the Insurance through the Monthly Payment.

Section 3.5 **Fire, Hazard and Windstorm Insurance.** Purchaser shall pay the premium for any fire, hazard, and windstorm insurance during the term of this Agreement through the Monthly Payment, naming Seller as an additional insured and in the coverage amounts as reasonably required by Seller.

Section 3.6 **Notice to Insurer.** If Purchaser is the named insured under any insurance policy, binder, or other coverage relating to the Property other than the policies with premiums paid through the Monthly payment then Purchaser shall notify the insurer not later than the tenth (10th) day after the date such coverage is obtained or this Agreement is executed, whichever is later, of: (i) the existence of this executory contract for conveyance and the term thereof; and (ii) the name and address of Seller.

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Section 3.7 **Joint Disbursement of Proceeds.** In the event that proceeds under any insurance policy, binder, or other coverage relating to the Property are disbursed due to damage to the Property, Purchaser shall direct the insurer to issue such proceeds jointly to both Purchaser and Seller as their respective interests may appear.

Section 3.8 **Use of Proceeds.** If insurance proceeds are disbursed with respect to damage to the Property, Purchaser shall ensure that all such proceeds are applied solely to repair, remedy, or improve the condition of the Property that gave rise to the applicable insurance claim.

Section 3.9 **Possession of the Property.** Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of cancellation or termination of this contract, Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted.

Section 3.10 **Maintenance Of Improvements.** Except as permitted by law, all improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not make any permanent improvements or alterations to the Property without Seller's prior written consent. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said

premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now. Any additions or repairs to the Improvements by Purchaser shall be constructed and in good and workmanlike manner and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Property.

Section 3.11 **Condition of Improvements.** Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Purchaser accepts the property in its "AS-IS" condition without warranty of any kind. The required Property Disclosure Statement is attached hereto as **"Exhibit "C",** which was provided to the Purchaser before execution of this agreement.

Section 3.12 **Premises and Personal Injury**. Purchaser shall assume all risk of injury to person or damage to property occurring on or about the Property, whether caused by Purchaser, Purchaser's agents or invitees, or any other person, and shall indemnify, defend, and hold Seller harmless from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any such injury or damage.

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Section 3.13 **Inspection**. Purchaser shall permit Seller, Seller's Agents, and any Lienholder or Lienholder's Agent associated with the lien identified in Section 4.5, as identified by Seller, to enter the Property at reasonable times upon reasonable notice to inspect it for Purchaser's compliance with Purchaser's obligations.

Section 3.14 **Expenses.** Purchaser shall pay all costs and expenses attributable to or incurred in connection with the enjoyment, use, maintenance, and repair of the Property including but not limited to repairs, restorations, and replacements to the improvements, including, the landscaping, exteriors, interiors, windows, heating, ventilating, air conditioning, mechanical, electrical, and plumbing systems, structural roof, walls, and foundations, and the fixtures and appurtenances to the Improvements as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, interior or exterior.

Section 3.15 **Occupancy.** Purchaser shall not use or occupy, or suffer or permit any portion of the Property to be used or occupied, in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Purchaser shall at all times during the term of this Agreement occupy and use the Property as Purchaser's primary residence. Purchaser shall not use, or suffer or permit any portion of the Property to be used, for any commercial, business, investment, rental, or other purpose inconsistent with primary residential occupancy by Purchaser or Purchaser's immediate family members. Purchaser agrees

to immediately surrender possession of the Property upon failure to timely cure an Event of Default as set forth in Article 5.

Section 3.16 Environmental Conditions. Purchaser shall comply with all environmental laws applicable to Purchaser relative to the Property. Any hazardous materials present, handled or generated or used by Purchaser on the Property shall be transported and disposed of in a lawful manner. Purchaser shall provide Seller with copies of all forms, notices and other information received by Purchaser or received by Purchaser on behalf of Seller concerning any releases, spills or other incidents relating to hazardous materials or any violations of environmental laws at or relating to the Property when and as supplied by any government agency. Seller shall provide Purchaser with copies of all forms, notices and other information received by Seller or by Seller on behalf of Purchaser concerning any releases, spills or other incidents relating to hazardous materials or any violations of hazardous materials Laws at or relating to the Property when and as supplied by any governmental agency.

Section 3.17 Joint and Several Liability. All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

Section 3.18 Assignment and Transfer. Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this Agreement, or lease the Property without first securing the written consent of the Seller.

Section 3.19. Liens. Purchaser shall not create or permit any lien on Purchaser's interest in the Property, except for a lien securing a loan to place improvements, including utility improvements or fire protection improvements on the Property.

Section 3.20 Indemnification. Purchaser hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Seller) Seller, its trustees, officers, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and expenses (collectively "**claims**"), arising from or relating to (a) the use, occupancy, conduct, improvement or management of the Property during the Term, or (b) any work or thing whatsoever done or not done on the Property during the Term, or (c) any breach or default by Purchaser in performing any of its obligations under this Agreement or applicable law, or (d) any negligent or intentionally tortious or other act or omission of Purchaser or any of its agents, contractors, servants, family members, sublessees, licensees or invitees during the term of Purchaser's obligations under this Agreement, and the maintenance or use of the improvements. This indemnity shall survive the termination of this Agreement.

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Section 3.21 Time is of the Essence. Time is of the essence in the performance of each and every term and provision in this Agreement by Purchaser.

Section 3.22 HOA/POA Compliance. If the Property is subject to a homeowners' or property owners' association, Purchaser shall comply with covenants, conditions, restrictions, bylaws, and rules, and timely pay all dues and assessments.

Section 3.23 Attachments, Executions, and Involuntary Liens. Without limiting Purchaser's obligations under Section 3.19, Purchaser covenants and agrees to keep the Property free and clear of all attachments, executions, and liens, whether voluntary or involuntary, including without limitation mechanics' liens, judgment liens, and materialmen's liens (other than liens permitted pursuant to Section 3.19). In the event any attachment, execution, or lien, whether voluntary or involuntary, is filed against the Property, Purchaser shall, within fifteen (15) calendar days of the date of such filing, discharge or dissolve the same, either by payment, bond, or other means permitted by applicable law.

Section 3.24 Insolvency, Fraudulent Transfer, and Bankruptcy. Purchaser shall not, without the prior written consent of Seller: (i) become insolvent, or permit Purchaser's total liabilities to exceed Purchaser's total assets at any time during the Term of this Agreement; (ii) file any voluntary petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state, including without limitation any petition for bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, or liquidation; (iii) make any transfer of any property or assets of Purchaser in fraud of creditors or with actual intent to hinder, delay, or defraud any present or future creditor of Purchaser; (iv) make any general assignment for the benefit of Purchaser's creditors; or (v) submit in writing any acknowledgment of Purchaser's inability to pay Purchaser's debts generally as they become due.

Section 3.25 Involuntary Insolvency Proceedings. Purchaser covenants and agrees that: (i) in the event any petition in bankruptcy, insolvency, reorganization, or similar action is filed against Purchaser by any third party pursuant to any section or chapter of the United States Bankruptcy Code, as amended, or any similar law or statute of the United States or any state, Purchaser shall promptly notify Seller in writing within five (5) business days of service or actual knowledge of such petition; and (ii) Purchaser shall use commercially reasonable efforts to have any such involuntary petition vacated, dismissed, or discharged within sixty (60) days of filing. Purchaser further covenants that Purchaser shall promptly notify Seller in writing within five (5) business days of: (A) the entry of any judgment of Purchaser's bankruptcy or insolvency by any court of competent jurisdiction in proceedings filed against Purchaser; (B) the entry of any order, judgment, or decree by any court of competent jurisdiction appointing a receiver or trustee for all or substantially all of the assets of Purchaser, or appointing a receiver, liquidator, or trustee of Purchaser or of any substantial part of Purchaser's properties or assets; or (C) Purchaser's consent to or acquiescence in any such appointment.

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Section 3.26 **Financial Condition.** Purchaser acknowledges that the occurrence of any of the events described in Sections 3.24, 3.25, or this Section 3.26 — including without limitation Purchaser's insolvency, any transfer made by Purchaser in fraud of creditors, any assignment by Purchaser for the benefit of Purchaser's creditors, any voluntary or involuntary filing under the United States Bankruptcy Code or any similar law, any judgment of Purchaser's bankruptcy or insolvency, or the appointment of a receiver or trustee for all or substantially all of the assets of Purchaser — would materially impair Seller's interest in the Property, Seller's ability to enforce this Agreement, and the trustee sale remedy provided by Texas Property Code. Accordingly, it is a material term of this Agreement that Purchaser: (i) remain solvent throughout the Term; (ii) refrain from any transfer of assets in fraud of creditors; and (iii) maintain the financial capacity to perform all obligations under this Agreement when due.

Section 3.27 **Assumption of Seller's Purchase Money Deed of Trust.** Purchaser may seek to assume the purchase money loan (as more fully described in Section 4.5) from Seller at any time with not less than 30-days advance written notice to Seller and Mortgage Lienholder and provided that there are no Events of Default under this Agreement and Purchaser has paid all Monthly Payments and Additional Costs through the date of assumption. Seller agrees to cooperate with Purchaser and timely respond to all reasonable requests of the Mortgage Lienholder in connection with the purchase money deed of trust assumption. Provided, however, Purchaser shall bear all costs of applying for and consummating the assumption, including but not limited to lender charges, attorneys' fees, a title company costs. Should the Mortgage Lienholder approve the Purchaser's request to assume the purchase money loan, there continue to be no Events of Default under this Agreement, and the Purchaser pays the difference between the Amounts due under this Agreement and the thirty-year assumed purchase money loan, then the parties shall proceed with assignment of the debt from Seller and Purchaser, the execution and recording of a Notice of Termination of this Agreement, and conveyance of the Property to Purchaser via a Special Warranty Deed, which the Seller shall cause to be recorded within thirty (30) days.

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ARTICLE 4—SELLER'S OBLIGATIONS AND RIGHTS

Section 4.1 **Fee Simple Ownership.** Seller's interest in the Property is fee simple free from any liens or other encumbrances, except as disclosed in Exhibit "B" (Permitted Encumbrances).

Section 4.2 **Maintenance of Fee Simple Title**. The Seller shall maintain fee simple title free from any liens or other encumbrances to the property covered by this Agreement for the entire duration of this Agreement, except as permitted by the Texas Property Code.

Section 4.3 **No Future Easements by Seller.** During the term of this Agreement, Seller shall not, without first having obtained the consent of Purchaser in writing, grant any easement in, over, or under the Property, or agree to any change in the present building and zoning ordinances.

Section 4.4 **Lien Removal.** If a lien is placed on the Property by a person other than Seller, Seller shall, not later than the 30th day after Seller receives notice of the lien, take all steps necessary to remove the lien and have the lien removed from the Property.

Section 4.5 **Deed of Trust Purchase Money Loan.** Seller shall make timely payments on the purchase money loan pursuant to the **Deed of Trust dated «DoT_Date» which was executed by Seller in favor of «LienHolder» ("Lienholder")** securing a promissory note of the same date, which has an outstanding Balance as of the Effective Date of «M_1st_Amount»**.**

Section 4.6 **Monthly Statements.** Seller shall give monthly statements to Purchaser reflecting the amount paid to Lienholder, the date Lienholder receives the payment, and Lienholder's address and telephone number, the loan number and outstanding balance, and the monthly payments due on the loan and the due date of those payments.

Section 4.7 **Notification to Purchaser of Notice from Lienholder.** Seller shall notify Purchaser in writing in 14-point type that Seller has been sent a notice of default, notice of acceleration, or notice of foreclosure, or has been sued in connection with a lien on the Property, and shall attach a copy of all related documents received to the written notice. Seller shall give this notice to Purchaser within three days after Seller receives or has actual knowledge of a document or an event described in this paragraph.

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Section 4.8 **Purchaser's Right to Cure Seller's Lien Default.** If Seller does not make timely payments on the loan or any other indebtedness secured by the Property, as identified in Exhibit "B," Seller permits Purchaser to, without notice, cure any deficiency with Lienholder or any other holder of a lien against the Property directly and deduct from the total outstanding balance owed by Purchaser under this Agreement, without the necessity of judicial action, 150 percent of any amount paid to Lienholder or any other holder of a lien against the Property.

Section 4.9 **Seller's Right to Pay Items.** Should Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said Property insured, Seller may pay the same and have the Property insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, in the discretion if Seller with interest until paid at the rate of twelve percent (12%) per annum.

Section 4.10 **Notice to Insurer.** If Seller is the named insured under any insurance policy, binder, or other coverage relating to the Property, Seller shall notify the insurer not later than the tenth (10th) day after the date such coverage is obtained or this Agreement is executed, whichever is later, of: (i) the existence of this executory contract for conveyance and the term thereof; and (ii) the name and address of Purchaser.

Section 4.11 **Joint Disbursement of Proceeds.** In the event that proceeds under any insurance policy, binder, or other coverage relating to the Property are disbursed due to damage to

the Property, Seller shall direct the insurer to issue such proceeds jointly to both Seller and Purchaser as their respective interests may appear.

Section 4.12 **Use of Proceeds.** If insurance proceeds are disbursed with respect to damage to the Property, Seller may apply any proceeds to repair, remedy, or improve the condition of the Property that gave rise to the applicable insurance claim.

Section 4.13 **Conveyance on Full Performance.** Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Special Warranty Deed to the Property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year and subject only to restrictive covenants and easements of record, if any, existing as of the date of this Agreement against the Property, as well as the present existing building and zoning ordinances. The deed shall be recorded by Seller within thirty (30) days of receiving final payment from Purchaser in accordance with the Texas Property Code. Provided, however, Purchaser shall be responsible for all costs related to the conveyance of the Property, including but not limited to all legal and processing expenses and fees incurred by Seller, title insurance, and other costs of closing and transfer, including recording costs. Seller shall also record a Notice of Termination of this Agreement.

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Section 4.14 **Consent.** Whenever Seller's consent is given pursuant to any terms of this Agreement, such consent shall create no liability or responsibility on the part of Seller, and whenever required, shall not be unreasonably withheld by Seller. In the event this Agreement has been assigned by Seller, Purchaser shall obtain the consent of the assignee in all cases where Purchaser is required to obtain the consent of Seller.

ARTICLE 5—DEFAULT EVENTS AND REMEDIES

Section 5.1 **Default.** An "Event of Default" shall mean Purchaser's failure to: (i) make any payment required under this Agreement timely; or (ii) comply with any term, covenant, or condition of this Agreement.

Section 5.2 **Notice of Default.** Upon the occurrence of an Event of Default, Seller shall provide Purchaser with written notice of default prior to pursuing any remedy under this Article. The notice of default shall be sent to the Purchaser by certified or registered mail, return receipt requested, to the address of the Property or such other address as Purchaser shall have designated in writing to Seller.

Section 5.3 **Form and Content of Notice.** The notice of default shall be conspicuous, printed in 14-point boldface type or 14-point uppercase typewritten letters, and shall include the required information pursuant to the Texas Property Code 5.063 as well as a statement substantially similar to the following:

YOU ARE NOT COMPLYING WITH THE TERMS OF THE CONTRACT TO BUY YOUR PROPERTY. UNLESS YOU TAKE THE ACTION SPECIFIED IN THIS NOTICE BY [DATE 60 DAYS AFTER DATE OF NOTICE], A TRUSTEE DESIGNATED BY THE SELLER HAS THE RIGHT TO SELL YOUR PROPERTY AT A PUBLIC AUCTION.

Section 5.4 **Purchaser's Right to Cure — Sixty-Day Period.** Purchaser shall have the right to cure such Event of Default and reinstate this Agreement at any time within sixty (60) days following the date on which the notice of default is served upon Purchaser pursuant to Section 5.3. Purchaser's right to cure arises upon receipt of the notice of default and expires at the close of the 60th day after the date such notice is given.

Section 5.5 **Purchaser's Manner of Exercise of Cure Right.** Purchaser may exercise Purchaser's right to cure as follows: (i) to cure a payment default, Purchaser shall tender to Seller, in immediately available funds, all delinquent amounts specified in the notice of default, together with any accrued late charges, documented attorney's fees, and any other amounts then due and owing under this Agreement; and (ii) to cure a non-payment default, Purchaser shall take all actions identified in the notice of default as necessary to remedy the violation and shall deliver to the Seller written evidence reasonably demonstrating that such cure has been completed. Purchaser's timely and complete performance of the foregoing cure obligations shall entitle Purchaser to reinstatement of this Agreement.

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Section 5.6 **Election to Proceed.** If an Event of Default is not timely or fully cured, Seller may proceed with a trustee sale of the Purchaser's interest in the Property pursuant to Texas Property Code Sections 51.002 and 51.0021. The remaining balance of the total amount owed by Purchaser under this Agreement as of the date of the trustee sale shall constitute the debt amount for purposes of that sale.

Section 5.7 **Notice of Sale.** Seller, its designee, or Trustee will give notice of the date, time, place, and terms of sale by posting and filing the notice as provided by Applicable Law. Seller or its designee will mail a copy of the notice to Purchaser by certified mail and must be given no less than 21 days prior to the date of the scheduled trustee sale. The sale will be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after that stated time. The notice of sale shall include: (i) the date, time, and place of the proposed sale; (ii) a legal description of the Property; and (iii) a statement that the sale is for enforcement of this Agreement.

Section 5.8 **Trustee's Deed.** Upon completion of the trustee sale, the trustee shall execute and deliver a Trustee's Deed, which shall be recorded in the real property records of the county in which the Property is located. Following recordation of the Trustee's Deed, Seller shall

record the instrument terminating this Agreement in accordance with Texas Property Code Section 5.076(c). If the proceeds of the sale exceed the debt amount (as defined in Section 5.7), Seller shall disburse the excess funds to Purchaser. If the proceeds of the sale are insufficient to extinguish the debt amount, Seller's right to recover any resulting deficiency is subject to Texas Property Code Sections 51.003, 51.004, and 51.005. At any trustee sale conducted under this Article, Trustee's deed must: (i) convey to the foreclosure sale purchaser at such sale fee simple title to the Property; and (ii) warrant that the Property is free from any encumbrance. If the Property is sold pursuant to this Section 5.9, Purchaser or any person holding possession of the Property through Purchaser will immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Purchaser or such person will be a Tenant at sufferance and may be removed by writ of possession or other court proceeding.

Section 5.9 Affidavit of Sale; Title Protection. The affidavit of a person knowledgeable of the facts, stating that the notice of default and notice of sale were given and that the trustee sale was conducted as provided by Texas Property Code Section 5.066, shall constitute prima facie evidence of those facts. A purchaser for value who relies on such an affidavit acquires title to the Property free and clear of this Agreement.

Section 5.10 Right to Reinstate After Acceleration. If Purchaser defaults and Seller moves forward with a trustee sale then the Purchaser shall have the right to full reinstatement of this Agreement upon, at any time prior to the trustee sale: (a) pays Seller all sums which then would be due under this Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Agreement and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

Section 5.11 Attorney's Fees and Collection Costs. In the Event of Default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller as well collection costs including any property inspection and valuation fees, and other fees incurred to protect Seller's interest in the Property. All attorney fees and collection costs shall be payable prior to Purchaser's being deemed to have cured any such default.

Section 5.12 Judicial Foreclosure. Seller hereby retains a vendor's lien upon the Property as security for the full payment of the unpaid contract price and all other amounts due under this Agreement, which lien shall remain in effect until all such obligations are fully satisfied.

Sample

As an alternative to the trustee sale process described in herein, upon the occurrence of any uncured Event of Default the Seller may, at its election, institute a suit in a court of competent jurisdiction to judicially foreclose the vendor's lien for the amount of the unpaid purchase price, together with accrued interest, costs, and reasonable attorney's fees to the extent permitted by applicable law. Any surplus proceeds from a court-ordered sale shall be disbursed to Purchaser, and any deficiency shall be governed by applicable Texas law. Seller's election to pursue judicial foreclosure shall not constitute a waiver of any other available remedy, and Seller may, prior to entry of a final judgment, withdraw such election and proceed as set forth otherwise in this Agreement provided no material prejudice results to Purchaser.

Section 5.13 **No Waiver of Remedies.** No failure or delay by Seller in exercising any right or remedy under this Article shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, nothing in this Agreement shall be construed to limit or restrict Seller's right to bring a legal action to recover any individual overdue installment payment or any other sum due and owing under this Agreement as of the date of such action, without acceleration of the entire unpaid balance. The bringing of any such action for an individual overdue installment or other amount shall not constitute, and shall not be construed to constitute, an election by Seller to waive or relinquish any right or remedy that Seller otherwise possesses at law or in equity with respect to any subsequent default by Purchaser. No failure or delay by Seller in exercising any such right or remedy shall operate as a waiver thereof, and no waiver of any particular default shall be construed as a waiver of any subsequent default. Furthermore, nothing in this Agreement shall be construed to limit or restrict Seller's right to seek specific performance, injunctive relief, or any other equitable or legal remedy to enforce any independent, non-monetary obligation of Purchaser under this Agreement. The pursuit of any such non-monetary enforcement action shall not constitute an election of remedies and shall not be construed as a waiver of Seller's right to subsequently pursue the foreclosure remedies available under Tex. Prop. Code § 5.066 or any subsequent or continuing default by Purchaser.

Sample

ARTICLE 6- MUTUAL TERMINATION AND VOLUNTARY SURRENDER.

Section 6.1 **Mutual Agreement.** Notwithstanding any other provision of this Agreement, and in addition to any rights provided by Texas law, the Seller and Purchaser may, during the term of this Agreement, at any time following the expiration of the Purchaser's 14 day right to cancel without cause, mutually agree in writing to terminate this Agreement.

Section 6.2 **Requirements of the Termination Agreement**. To be effective, Seller and Purchaser will execute a Termination Agreement in writing, Purchaser will voluntarily surrender possession of the Property to Seller immediately, without the necessity of Seller initiating any eviction or further proceeding, and Seller will within thirty (30) days following execution of the

Termination Agreement, and confirmation of vacation Seller shall record a Notice of Mutual Termination of this Agreement in the real property records of the county in which the Property is located.

Section 6.3 **Preservation of Statutory Rights.** Nothing in this Section shall be construed to waive, limit, or impair any right or remedy of Purchaser under applicable law. The mutual termination mechanism described in this Section is available only upon the voluntary and mutual written agreement of both parties at the time of termination.

Section 6.4 **Return of Property.** Upon execution of a valid Termination Agreement and Purchaser's voluntary surrender of possession, Purchaser shall deliver the Property to Seller in substantially the same condition as existed at the time of execution of this Agreement, ordinary wear and tear excepted, consistent with Section 3.6 of this Agreement.

Section 6.5 **No Penalty.** Purchaser's election to terminate pursuant to this Section shall not give rise to any deficiency claim, penalty, or additional fee against Purchaser except as expressly agreed to by Purchaser in the Termination Agreement and to the extent permitted under applicable Texas law.

ARTICLE 7—PURCHASER AND SELLER FURTHER AGREE AS FOLLOWS:

Section 7.1 **Joint Disbursement of Insurance Proceeds.** In the event that proceeds under any insurance policy, binder, or other coverage relating to the Property are disbursed due to damage to the Property, Purchaser and Seller shall direct the insurer to issue such proceeds jointly to both Purchaser and Seller as their respective interests may appear.

Section 7.2 **Authority and Capacity.** Each Party represents it has full authority to enter into and perform this Agreement.

Section 7.3 **Effect of Unauthorized Transfer.** Any person to whom any unauthorized assignment or transfer is attempted shall have no claim or remedy against Seller, and Seller shall have no duty to recognize any person claiming under or through such unauthorized transfer.

Section 7.4 **Reservation of Rights**. Further, and not withstanding anything to the contrary contained herein, the property does not include any minerals, or mineral rights, interest or royalties, and Seller will exempt from the property and reserve unto Seller and Seller's successors, and assigns, all mineral and mineral rights, interest and royalties, uranium, limestone, building stone, caliche, gravel, sand hydrocarbon substances, as well as metallic or other solid minerals and all minerals (whether or not of like kind of character) in and under the property, together with the right to enter in, under, and upon the property for the purpose of mineral exploration and extraction.

Section 7.5 **Amendment.** This Agreement shall not be modified or amended except by an instrument in writing signed by all parties.

Sample

Section 7.6 **Waiver**. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Section 7.7 **Severability**. If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

Sample

Section 7.8 **Usury Savings.** Notwithstanding any provision, it is the Parties' intent that the total interest and charges not exceed lawful limits. If any interest or charge is determined to exceed such limits, it shall be reduced to the maximum lawful amount, and any excess collected shall be credited or refunded as required by law.

Section 7.9 **Captions and Headings**. Captions and Headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

Section 7.10 **Pronouns**. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

Section 7.11 **Governing Law.** This Agreement is governed by the laws of the State of Texas.

Section 7.12 **Heirs and Assigns**. This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of Section 3.18.

Section 7.13 **Notices.** Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when (i) received, if delivered by hand, (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery service such as Federal Express, or (iv) transmitted by electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

Seller's Mailing Address:

Tule River Home Buyer Earned Equity
31071 CA-190, Porterville, CA 93257

With a copy to:
Tule River Home Buyer Earned Equity
10885 S State St., Sandy, UT 84070

Purchaser(s) Mailing Address:

_____

_____

_____

Sample

A party may change its address or to whom a copy should be sent by giving written notice to the other parties as specified herein.

Section 7.14 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which shall together constitute this Agreement.

Section 7.15 **Further Assurances.** Each Party shall execute and deliver such further documents as reasonably necessary to carry out the purposes of this Agreement, consistent with Texas law.

Section 7.16 **Prevailing Party.** If it becomes necessary for either Party to employ an attorney to enforce or defend any rights or remedies under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reimbursement for all expenses incurred.

Section 7.17 Jury Trial Waiver. To the fullest extent permitted by Texas law, the parties knowingly and voluntarily waive trial by jury in any action arising out of or relating to this Contract.

Section 7.18 ENTIRE AGREEMENT. THIS EXECUTORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE SELLER AND PURCHASER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 7.19 Statutory Notice of Cancellation.

YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT AT ANY TIME DURING THE NEXT TWO WEEKS. THE DEADLINE FOR CANCELING THE CONTRACT IS «Rescission_Date». THE ATTACHED NOTICE OF CANCELLATION EXPLAINS THIS RIGHT.

Sample

WITNESS THE SIGNATURES of the Parties this the _____ day of _____,

PURCHASER:

By: _____ By: _____
Print Name: «Homebuyer_1» Print Name: «Homebuyer_2»

By: _____ By: _____
Print Name: «Homebuyer_3» Print Name: «Homebuyer_4»

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, ____, before me, the undersigned officer, personally appeared _____, executed the foregoing instrument for the purposes therein contained as his free act and deed

In witness whereof I hereunto set my hand.

_____

Notary Public/My Commission Expires:

Sample

SELLER:

Tule River Homebuyer Earned Equity Agency, a wholly owned subsidiary of Tule River Finance Authority, a wholly owned subsidiary of Tule River Economic Development Corporation, a federally chartered section 17 corporation wholly owned by the Tule River Tribe of California

By: _____

Name: _____ for
Tule River Homebuyer Earned Equity Agency
Title: Property Acquisitions and Leasing Specialist

Sample

ACKNOWLEDGEMENT

A notary public or other officer completing this Certificate verifies only the identity of the individual Who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tulare

On _____ before me, _____
(Insert Name and Title of Officer)

Personally appeared _____
As authorized signer for Tule River Homebuyer Earned Equity Agency, who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies)_, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under PENALTY OF PERJURY under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

Sample

Exhibit A

Legal Description

«Legal_Description»

Sample

Exhibit B
Permitted Encumbrances

Certain FHA insured loan in the amount of «M_1st_Amount» («M_1st_AmountWords») at a fixed interest rate of «Rate»% made to Tule River Homebuyer Earned Equity Agency.

Copy and paste schedule B of the title report here.

Sample

Exhibit C

WRITTEN NOTICE TO BE ATTACHED TO THE CONTRACT

(Texas Property Code § 5.069)

WARNING:

IF ANY OF THE ITEMS BELOW HAVE NOT BEEN CHECKED, YOU MAY NOT BE ABLE TO LIVE ON THE PROPERTY.

SELLER'S DISCLOSURE NOTICE OF CONDITION OF PROPERTY

CONCERNING THE PROPERTY AT

«Street», «City», «State» «Zip»

With the following legal description: «Legal_Description»

THIS DOCUMENT STATES CERTAIN APPLICABLE FACTS ABOUT THE PROPERTY YOU ARE CONSIDERING PURCHASING.

CHECK ALL THE ITEMS THAT ARE APPLICABLE OR TRUE:

Sample

☐ The property is in a recorded subdivision.
☐ The property has water service that provides potable water.
☐ The property has sewer service.
☐ The property has been approved by the appropriate municipal, county, or state agency for installation of a septic system.
☐ The property has electric service.
☐ The property is not in a floodplain.
☐ The roads to the boundaries of the property are paved and maintained by:
- ☐ the seller;
- ☐ the owner of the property on which the road exists;
- ☐ the municipality;
- ☐ the county; or
- ☐ the state.

☐ No individual or entity other than the seller:
(1) owns the property;
(2) has a claim of ownership to the property; or
(3) has an interest in the property.

☐ No individual or entity has a lien filed against the property.
☐ There are no restrictive covenants, easements, or other title exceptions or encumbrances that prohibit construction of a house on the property.

NOTICE: SELLER ADVISES PURCHASER TO:

(Date): _____

_____
(Signature of Seller)

_____
Type or Print Name

(Date): _____

_____
«Homebuyer_1»

_____
«Homebuyer_2»

_____
«Homebuyer_3»

_____
«Homebuyer_4»

Sample

Exhibit D

NOTICE OF CANCELLATION
«HOA_Date»
Date of Contract

YOU MAY CANCEL THE EXECUTORY CONTRACT FOR ANY REASON WITHOUT ANY PENALTY OR OBLIGATION BY **«Rescission_Date».**

(1) YOU MUST SEND BY TELEGRAM OR CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR DELIVER IN PERSON A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO Tule River Homebuyer Earned Equity Agency AT 10885 S State St, Sandy, UT 84070 (Seller's Address) BY **«Rescission_Date»**.

(2) THE SELLER SHALL, NOT LATER THAN THE 10TH DAY AFTER THE DATE THE SELLER RECEIVES YOUR CANCELLATION NOTICE:

(A) RETURN THE EXECUTED CONTRACT AND ANY PROPERTY EXCHANGED OR PAYMENTS MADE BY YOU UNDER THE CONTRACT; AND

(B) CANCEL ANY SECURITY INTEREST ARISING OUT OF THE CONTRACT.

Sample

I ACKNOWLEDGE RECEIPT OF THIS NOTICE OF CANCELLATION FORM.

_____
(Date)

_____ _____
«Homebuyer_1» «Homebuyer_2»

_____ _____
«Homebuyer_3» «Homebuyer_4»

I HEREBY CANCEL THIS CONTRACT.