

Bear Fruit Properties  
500 Westover Dr #19615  
Sanford, North Carolina 27330  
(608) 618-2775

August 25th, 2022

Dear XXXXXXXXX,

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.

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

Sincerely,  
Josh Larkosh  
Bear Fruit Properties

Bear Fruit Properties  
500 Westover Dr #19615  
Sanford, North Carolina 27330  
(608) 618-2775

## **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 Josh Larkosh at (608) 618-2775 to correct the information and forward it to you.

Simply follow the SignNow.com 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 (608) 618-2775.

We are timing the first payment to be approximately 30 days from now via check or credit card payment. We will email you the auto-payment link to set up your monthly payment and make your one time note set up fee 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,  
Bear Fruit Properties  
Josh Larkosh

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

Personally, I hate legal documents that I don't readily understand. 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, just for fun 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 buyer and myself as 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 prepayment penalties. We have the \$ 200 monthly payment as a floor, but to save lots of money on interest we recommend paying as much as you can afford, even \$30 more each month makes a big difference towards paying down your note as fast as possible and saving money on the interest expense. If you don't pay on time we are going to charge you.

If you continue to not pay on time we are going to threaten you and charge you even more money. Don't make any payments and we will send a certified letter giving you 30 days to make payment before we terminate the contract and re-sell your land. 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 30 days from your contract date 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 30 days 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. Failure to do so leads to ugly legal stuff, which will affect your credit rating. 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 nasty certified letters giving you 30 days to make payment in full.

**We will eventually need your Social Security Number for tax purposes. I prefer to get this information over the phone for your security.**

# PROMISSORY NOTE

For value received, \_\_\_\_\_ ("Borrower[s]") promise to pay to Bear Fruit Properties, LLC, a Wisconsin Limited Liability Company with a mailing address of 6568 Wendell Way, DeForest WI 53532 ("Lender"), or to order, the principal amount of \$ \_\_\_\_\_ together with interest on the unpaid principal balance from September 1st, 2022 until paid in full.

Principal and interest are payable as follows:

1. Payment-Borrower will pay Lender \_\_\_\_\_ Months of principal and interest payments in the amount of \$ \_\_\_\_\_ each, plus \$ \_\_\_\_\_ per month, Note Servicing Fee plus \$ \_\_\_\_\_ per month for estimated property taxes, for a total payment of \$ \_\_\_\_\_ per month, inclusive of interest, beginning XXXXXXXXXXXX, 20XX, with interest calculated on the unpaid entire principal balance at 0% per annum. 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 \_\_\_\_\_ 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 supercede 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.
4. Late Charge - If a payment is 5 or more calendar days late, Borrower will be charged \$ \_\_\_\_\_ in addition to regularly scheduled payment, in addition to all other sums owed hereunder.
5. Default - Each of the following shall constitute an event of default under this Note:
  1. Borrower fails to make any payment when due;
  2. 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;
  3. Borrower defaults under any loan in favor of any other creditor, if such default may materially affect the Real Property securing this Note; and
  4. 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.

Under this Note, the Borrower agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts. 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 the makers court of choice.

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.

BORROWER:

\_\_\_\_\_

XXXXXXXXXXXXXXXXXX

# LAND SALE CONTRACT

Purchase and Sale: The undersigned buyer \_\_\_\_\_ ("Buyer") agrees to buy and the undersigned seller Bear Fruit Properties, LLC, a Wisconsin Limited Liability Company with a mailing address of 6568 Wendell Way, DeForest WI 53532, or its assigns, ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

## Parcel ID Recorder:Legal Description

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: Bear Fruit Properties, 500 Westover Dr #19615, Sanford, North Carolina 27330, Phone: (608) 618-2775

The Buyers address is:

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 \$ \_\_\_\_\_, 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. Seller holds the right to limit the amount of timber removed from the property to include only that area needed to place a dwelling or structure, until the total price of the property including interest is paid.
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. 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 \$ \_\_\_\_\_ 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:
11. Purchase price \$
12. Down payment will be \$
13. The total amount financed plus interest is \$
14. Payments of \$ will be made monthly for a period of months at an interest rate of 0% simple interest. \$ of each payment will be applied to principal and interest and the balance to the Note Servicing Fee of \$ and the estimated taxes of \$
15. Payments will begin on and will continue until principal is paid in full.
16. There is no prepayment penalty. This note can be paid off at any time. Only the interest accrued to the date of payoff will be assessed.
17. Seller will record title Warranty Deed to the county of , State of , within 30 days of payoff.



## **Binding Agreement Date**

This instrument becomes binding once the Buyer signs this instrument.

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

Buyers:

\_\_\_\_\_

# AGREEMENT 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,

(herein "Buyer") and

Bear Fruit Properties, LLC, a Wisconsin Limited Liability Company with a mailing address of 6568 Wendell Way, DeForest WI 53532 (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:

<b>Parcel ID</b>	<b>Legal Description</b>
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2. SALES PRICE: The parties agree to the following sales price:

<b>Purchase Price</b>	<b>Down Payment</b>	<b>Money New Loan</b>
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\$

\$

\$

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 \$            dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$           , bearing 0% interest per annum, payable over a term of 48 Months with even monthly payments of \$           , plus a \$            Note Servicing Fee, plus estimated taxes of \$            secured by a Land Contract with the first payment to begin September 1st, 2022.

4. DOWN PAYMENT MONEY: Buyer has deposited \$            as down payment money with Bear Fruit Properties. Additionally, the buyer acknowledges that there is a one-time processing fee of \$            due at signing.
5. PROPERTY CONDITION: Buyer hereby represents that they have personally inspected and examined the above mentioned property and accepts the property in its "as-is" and present condition. This property is covered by a 90-Day Satisfaction guarantee as covered in other provisions below.

6. UTILITIES: The present condition of all utility access to the property is accepted by Buyer. Seller is not aware of the existence of wetlands, shoreland, or flood plain on or affecting the real property except as follows: None. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows: None.
7. CLOSING: The closing of the sale will be on or before August 25th, 2022 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 current year 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. No cost to buyer by closing directly.

<b>Closing Cost</b>	<b>Buyer</b>	<b>Seller</b>	<b>Both *</b>
Attorney Fees / Title Company Fees	X		
Title Insurance	X		
Title Abstract or Certificate	X		
Recording Fees		X	
Appraisal	X		
Survey	X		
Transfer Taxes		X	
All other closing Cost	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' 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:  

<b>To Seller at:</b>	<b>To Buyer at:</b>
Bear Fruit Properties	
500 Westover Dr #19615	
Sanford, North Carolina 27330	
(608) 618-2775	
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. **RECORDING:** This agreement may be recorded in the official records of Mohave, AZ
24. **OTHER PROVISIONS:**

Our Guarantee: Bear Fruit Properties will allow an additional inspection period of 90 days from date of down payment. If, for whatever reason, buyer is unsatisfied with the property, then Bear Fruit Properties agrees to either exchange said property, or refund all monies minus closing costs, payment fees and accounting setup fees.

**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 Wisconsin.

**EXECUTED** August 25th, 2022 (THE EFFECTIVE DATE).

Buyers:

  
  

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Seller:

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Josh Larkosh  
Bear Fruit Properties

RECEIPT

Receipt of \$     Down Payment Money is acknowledged.

Date: August 25th, 2022

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Signature:

Josh Larkosh

Bear Fruit Properties

Bear Fruit Properties

500 Westover Dr #19615

Sanford, North Carolina 27330

(608) 618-2775

If you are participating as a Borrower, you are required to complete this written ACH authorization. The original is retained by Bear Fruit Properties and may be uploaded to your client contract file. Periodically, Federal and State Bank Regulators and Fraud Investigators ask for Client authorizations; if they do this authorization will be provided.

## Recurring Payment Form Checking/Savings Account

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### **Here is how the Recurring Payment and Note Automation work:**

As the Borrower, you authorize regularly scheduled payments from your checking or savings account. You will be charged at each billing cycle the total amount then due. A notification of payment will be emailed to you and shown on your bank statement.

I \_\_\_\_\_ (Borrower) authorize Bear Fruit Properties ("Lender") to set up my notes and loan agreements using an online software application managed by Lender.

I am authorizing Lender to make withdrawals from one or several designated checking/savings account(s) that I have provided to Lender.

I understand that my account may be drafted automatically. I agree to have sufficient funds in my account and will pay all fees if my payment is dishonored by my bank or credit union for any reason.

### **Borrower Authorization:**

I \_\_\_\_\_ (Print Name) authorize Lender to initiate instructions for funds to be charged/debited from my checking or savings (circle which account) account on the loan due date of each month for payment of my loan, the monthly payment amount is \$ \_\_\_\_\_, plus late fees if any from Lender/Beneficiary. I understand that a charge from either Lender/Beneficiary may appear on the account noted above and that I have access to my payment records at [www.Geekpay.io](http://www.Geekpay.io). I understand that Lender is using GeekPay.io to automate accounting and payments.



I have verified with the Financial Institution that the account indicated below is capable of receiving an ACH Debit item. Furthermore, I assert that I am the owner or an authorized signer of this bank account

This authority is to remain in full force and effect until Lender has received notification from me of its termination in such time and in such manner as to afford Lender and the Financial Institution a reasonable opportunity to act upon it.

I understand that I have complete access to my loan and payment records at [www.Geekpay.io](http://www.Geekpay.io); and I will receive e-mail alerts to the e-mail account associated with my [www.Geekpay.io](http://www.Geekpay.io).

**Personal Information:**

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

SS# \_\_\_\_\_

DOB \_\_\_\_\_

eMail \_\_\_\_\_

Telephone \_\_\_\_\_

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Savings

Name on Acct.: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Routing #: \_\_\_\_\_

I agree to notify Lender in writing of any changes in my account information or termination of this authorization 15 days prior to the next due date of the charges.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

I understand that if there is not money in my account that I may be charged added fees by my bank and by Lender. I will not dispute the Lender recurring billing with my bank; so long as the transaction corresponds to the terms indicated in this agreement or as modified by the parties.

Please sign and date this authorization below.

AUTHORIZED SIGNATURE:

(X) \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PROVIDE A COPY OF THIS AUTHORIZATION TO THE SIGNER AND RETAIN ONE FOR YOUR CONTRACT FILES.