



PLIZZEL LAND
CONTRACT AGREEMENT

This contract is made and entered into by and between:

The Humanarium Project, a California non profit corporation (seller) whose address is:

1341 E. Valley Parkway, Suite 152, Escondido, California, 92027 hereafter called the

Vendor. and _____(Buyer)

whose address is: _____

hereafter called the Vendee

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to

the Vendee, their heirs or assigns, the following real estate commonly known as:

_____and further described: as:

together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property.

1. CONTRACT PRICE. METHOD OF PAYMENT, INTEREST RATE:

In consideration whereof, the Vendee agrees to purchase the above described for the sum of: _____

_____ (dollars) _____ payable as follows:

The sum of \$ _____ as down payment at the time of execution of

the within Land Contract the receipt of which is hereby acknowledged, leaving principal balance owed by

Vendee of \$_____ together with interest on the unpaid balance payable in consecutive monthly installments of \$_____ beginning on the _____ day of _____, 20_____, and on the _____ day of each and every month thereafter until said balance and interest is paid in full. The Interest on the unpaid balance due hereon shall be (_____%) per annum computed monthly, in accordance with a monthly amortization schedule during the life of this Contract. Payments shall be made to the Vendor at the location above, unless otherwise directed by the Vendor, and such payments shall be credited first to the Interest, and the remainder to the principal or other sums due. The total amount of this obligation, both principal and interest, unpaid after making any such application of payments as herein receipted shall be the interest bearing principal amount of this obligation for the next succeeding interest computation period. If any payment is not received within _____ (_____) days of payment date, there shall be a late charge of (_____%) percent assessed. The Vendee may pay the entire balance due under this contract without prepayment penalty.

2. ENCUMBRANCES:

Said real estate is presently not subject to a mortgage, and neither Vendor nor Vendee shall place any mortgage on the premises in excess of this Land Contract balance without prior written consent of the other party.

3. REAL ESTATE TAXES:

Real estate taxes shall be the responsibility of the Vendee as of the date of the execution of this agreement. Said taxes shall be escrowed and added to the principal and interest payment required hereunder.

4. ASSIGNMENT:

The Vendee shall not sell, assign, or pledge their interest in this Land Contract without the Vendor's written consent which consent shall not be unreasonably withheld.

5. DELIVERY OF DEED:

Upon full payment of this contract, the Vendee shall receive a General Warranty deed to the property free of all encumbrances except as otherwise set forth.

6. DEFAULT:

If any installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within one (1) Installment thereafter, the entire unpaid balance shall become due and

collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and/or relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee. Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance escrow payments and/or premiums as required herein shall permit Vendor the option to pay any such escrow amounts, premiums, taxes, interest, and/or penalty(ies), and to add same to the next due installment payment or principal amount owing under this contract, or to exercise any remedies available to Vendor.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any default, no matter how similar.

In the event that the Vendor's interests in the property should become compromised or otherwise extinguished for any reason, or should there be an acceleration of any debt secured by the property, the Vendee shall be entitled to a refund of all downpayment monies paid to the Vendor, plus the principal portion of any payments made to date, as follows: Upon notification of such conditions, Vendee agrees to suspend subsequent payments due hereunder, and must continue to occupy the property until required to vacate by judicial order. Vendee further agrees that any refund amounts due hereunder will be reduced by the amount of the missed payments.

Both parties agree that this shall constitute the entire liability of the Vendor, and that Vendor shall have no liability to Vendee beyond this amount for any reason whatsoever.

7. GENERAL PROVISIONS:

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out herein prior to closing date for execution of this agreement.

It is agreed that this Land Contract shall be binding upon each of the parties, their administrators, executors, legal representatives, heirs and assigns.

8. SPECIAL PROVISIONS:

_____ IN WITNESS WHEREOF, the parties hereby set their hands this _____ day of
_____, 20____,

