## Ozark Land Company Incorporated

P.O. Box One • Willow Springs, MO 65793 • (417) 889-0277 • www.OzarkLand.com

December 21, 2023

Lloyd Landbuyer and Lucretia Landbuyer 123 Lantana Lane Lilliput, LA 67890

Dear Lloyd and Lucretia,

On behalf of Ozark Land Company Incorporated, I would like to thank you for your patronage, and congratulate you on your purchase of real estate. We hope you enjoy your property and will visit often.

We have enclosed everything needed to complete your transaction, including the documents we will use to pass title of the property to you in six months (with timely payments). It will take you about 45 minutes to complete the documents so, please select a time when you can devote your full attention to thoroughly reading all the instructions and documents carefully. If you have any questions regarding these documents, please email Christi at <a href="mailto:christi.ozarkland@gmail.com">christi.ozarkland@gmail.com</a> or call 417-889-0277.

We hope you will remember that we are always grateful for your business, and that your satisfaction is of the greatest importance to us. If there is anything we can do to help you gain added enjoyment of this property, please don't hesitate to contact us.

Cordially,

Neil Shelton Chairman, Ozark Land Company Incorporated

# **IMPORTANT!**

We have taken your property off the market until:

**January 10, 2024** 

You have twenty days from the receipt of this package to return your signed documents to Ozark Land Company Incorporated.

If your documents have not been received by this date, the property could be placed back on the market and your payment could be forfeited.

#### **How to Complete This Contract Package:**

This package contains **9** documents that must be printed, signed, and returned to us before we can finalize your purchase. For recording purposes, print all pages single sided, make sure print is clear and legible, and leave large margins free of print or writing. Please keep a copy of all the documents for your records.

#### 1. Truth-In-Lending Disclosure Statement

We have provided you with a Truth-in-Lending statement that will disclose the "annual percentage rate" (APR). The Truth-in-Lending statement also discloses other useful information, such as the finance charge, a total of payments made, and the total cost of your purchase. These figures are estimates and do not reflect late payments or prepayment.

#### 2. Contract for Warranty Deed - two pages

To put it in the simplest terms, in this contract we agree to sell you the property you've chosen for the amount agreed on between us. For the first six months of our relationship, we hold the title to the property. After you have made your first six (timely) payments, we will record the Warranty Deed titling the property to you.

#### 3. Deed of Trust - two pages \* must be notarized

This is almost a synonym for "mortgage", the differences being procedural. In our transaction, the Trust Deed says that you agree to use the property as collateral guaranteeing that you'll pay the Promissory Note to Woods & Waters Incorporated. **You will be required to sign this in front of a notary.** 

#### 4. Quit-Claim Deed - two pages \* must be notarized

Whereas the Warranty Deed conveys all title and guarantees same, when you make a Quit Claim Deed, you're saying, in effect, "whatever interest I may have in this land IF ANY I give to you". We ask you to sign a Quit Claim Deed for us to hold because, to put it bluntly, if you don't keep up your payments, it's much less expensive for us, and easier on your credit record, to simply record the Quit Claim than to go through the time and expense of foreclosure and repossession. You will be required to sign this in front of a notary.

#### 5. Warranty Deed - Two pages Print and return, but DO NOT sign

This is the document that transfers title from us to you. Do not sign it, but do print it and send it back to us with the other documents. We will sign and record it along with the Deed of Trust at the appropriate time.

#### 6. Promissory Note - one page

This is your written promise to pay this debt. In real estate, notes are always secured by a Deed of Trust to the property.

- 7. Visiting the Property- one page
- 8. Moving to the Property- one page
- 9. Copy of State Issued Photo ID one page

Proof of identity. Include a photocopy on paper or email a digital copy to christi.ozarkland@gmail.com

#### Remember, the Deed of Trust and Quit-Claim Deed must be notarized.

Your bank will probably have a notary who will perform this service for free, or you can look online for a Notary Public who may charge you a small fee. Also, you can often find notaries at auto dealerships, real estate agencies, county offices and legal clinics. Be sure to print your documents with black ink on plain white, 8 ½" by 11" paper.

It is imperative that you return the enclosed documents to us within the **next 20 days**. When we receive these papers from you, we will finalize your sale and no one else can buy this parcel.

#### Mail your completed documents to our Springfield office:

Woods & Waters Incorporated PO Box 14484 Springfield, MO 65814

# Truth-In-Lending Disclosure Statement

Creditor: Ozark Land Company Incorporated Post Office Box One Willow Springs, MO 65793 Consumer: Lloyd Landbuyer and Lucretia Landbuyer 123 Lantana Lane Lilliput, LA 67890

Sale of Property at: Texas County, Missouri

Property: Lorelei Trails, L

Date of Transaction: December 21, 2023

| ANNUAL PERCENTAGE RATE               | FINANCE<br>CHARGE                           | AMOUNT FINANCED A | TOTAL OF PAYMENTS<br>B   | TOTAL SALE PRICE<br>C  |
|--------------------------------------|---|-------------------|--|--|
| Cost of your credit as a yearly rate | The dollar amount the credit will cost you. |                   | The amount you will have paid after you have made all of your payments as scheduled. | The total cost of your purchase on credit, including your down payment of \$222.12 |
| 9 %                                  | \$18,083.22 (e)                             | \$21,900.00       | \$39,983.22 (e)  | \$40,206.34 (e)  |

NOTE: These calculations are based on an amortization of exactly 180 payments made on the same day of each month. If you pay off in less than 180 months, your costs will be correspondingly less. Conversely, if you pay more slowly, you may incur late fees and/or penalties, and your costs could be more. There is no penalty for prepayment.

#### Your schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due    |
|--------------------|--------------------|--------------------------|
| 179                | \$222.12           | 12/21/2023 to 10/21/2038 |
| 1                  | \$222.12           | 11/21/2038               |

Late Charge: If your payment is more than 15 days late, you will be charged a \$35.00 fee.

Prepayments: If you pay off early, you will NOT have to pay a penalty.

Security: You are giving a security interest in the property being purchased.

<u>Assumption:</u> Someone buying your property cannot assume the remainder of the mortgage on its original terms without our permission.

<u>Insurance</u>: Property insurance may be obtained by you through any duly licensed insurance agent of your choice, subject only to the right to refuse an insurer for a reasonable cause.

See your note and mortgage for additional information about nonpayment, default, and penalties.

#### "e" means estimate

|      |               | 6 (1 )       |               |               |             |                  |                 |     |
|------|---------------|--------------|---------------|---------------|-------------|------------------|-----------------|-----|
| I ha | /e received a | CODV OF THIS | statement tul | lly completed | prior to my | execution of the | contract docume | nts |

| X                  |      |  |
|--------------------|------|--|
| Lloyd Landbuyer    |      |  |
|                    |      |  |
| X                  | <br> |  |
| Lucretia Landbuver |      |  |

# Contract for Warranty Deed

This agreement, made this day, December 21, 2023, by and between **Ozark Land Company Incorporated**, a Missouri corporation, the seller, and **Lloyd Landbuyer and Lucretia Landbuyer**, a married couple, buyer(s), hereinafter referred to as "you". LET IT BE KNOWN that for the consideration hereinafter specified, Ozark Land Company Incorporated hereby sells, and agrees to convey to you, the following described land situated in the County of Texas and State of Missouri to-wit:

This is where the property's legal description would appear.

INCLUDING ALL RIGHTS to the water and timber thereon; all rights to, or a controlling interest in, the minerals thereon, and right of legal access, subject to all easements and restrictions of record.

IN CONSIDERATION WHEREOF, you hereby promise to pay to Ozark Land Company Incorporated TWENTY-ONE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$21,900.00), as follows: TWO HUNDRED TWENTY-TWO AND 12/100 DOLLARS (\$222.12) in hand, the receipt of which is hereby acknowledged, and TWO HUNDRED TWENTY-TWO AND 12/100 DOLLARS (\$222.12) on or before the same day of each succeeding month together with interest at NINE per cent per annum.

Payment shall first be applied to the interest accrued to the date of payment and the remainder to the principal. Interest ninety days in arrears shall be compounded daily. After you have paid six timely installments, while obeying all herein stated requirements and restrictions, we will pass title to you by Corporation Warranty Deed in exchange for your promise to pay the remaining balance of the sale price as documented by a promissory note and Deed of Trust, and the agreements made herein shall remain effective until the said promissory note and Deed of Trust have been satisfied.

- (a) RESIDING ON THE PROPERTY: Residing is defined as but not limited to receiving mail at the parcel location or sleeping more than 7 nights twice per year. You agree not to take up residence on the property until you have paid a deposit of \$1,000, to be refunded when the contract is paid in full or when the property is vacated and clean. You further agree to request a Residency Permit from Ozark Land Company Incorporated and keep Ozark Land Company apprised of your full-time address. Camping without permission is limited to 7 days twice per year.
- **(b) BUILDINGS:** You agree not to place a mobile home, bus, or shipping container on this property. You further agree not to live full-time or part-time in a tent or travel trailer. Conventional buildings, portable buildings, and tiny homes are all permitted.
- (c) CUTTING TIMBER: You agree not to cut or remove marketable timber (defined as trees with a stump diameter of greater than eight inches) from the property without the express written permission of Ozark Land Company Incorporated during the term of indebtedness. Should you violate this clause by cutting any tree or trees of stated size without permission, you agree to pay Ozark Land Company Incorporated not less than \$1,000 per tree cut.
- (d) WASTE AND DEBRIS: You agree not to allow debris to collect on the property, including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. In the event that you do not remove such debris within thirty days of notice, you agree to pay Ozark Land Company Incorporated \$100 per week until this infraction is corrected. You further agree to contract with a waste disposal company serving the area surrounding this property with weekly trash pickup prior to establishing a residence here, and to maintain said waste disposal contract for as long as, and whenever your residence on the property continues. Burning of any kind is not permitted.
- (e) ROADS: If this parcel has frontage on a private road, a deeded easement for said road has been recorded at the county recorder's office. Ozark Land Company Incorporated guarantees and covenants to defend your right to legal access to this property. You agree to keep the roadway, the ditches, and the easement clear of blockages of any kind. Ozark Land Company Incorporated also agrees to maintain said private roads into this property in their present condition until such a time as title is recorded in your name. While Ozark Land Company Incorporated reserves the right to do any road maintenance that is deemed necessary at our expense, after we pass title to you, you and neighboring landowners will be responsible for road maintenance. You agree not to construct any buildings or locate any residence within one hundred feet of the access road(s) or within thirty feet of a boundary, or as prescribed in any recorded easements or plats.
- (f) PETS AND LIVESTOCK: Ozark Land Company Incorporated grants you permission to keep whatever pets and livestock you desire on this property. You, in turn, agree to responsibly manage and maintain such animals, keeping them within the boundaries of the property in such a manner that they are not allowed to become a nuisance to neighboring properties.
- (g) PROPERTY TAXES: You agree to pay all taxes or assessments hereinafter becoming due and payable against this land and any improvements made thereon. In the event of your failure to do so, Ozark Land Company Incorporated reserves the right to pay such taxes or assessments and to charge you for same.
- (h) SEPTIC SYSTEMS: You agree that any septic system you install on the property shall be either a septic tank and leach field approved by the Texas County Department of Health or a commercially manufactured composting or incinerating toilet. Chemical toilets, sewage lagoons, and outhouses are not permitted.
- (i) SIGNAGE AND FLAGS: You agree not to display any signs or flags on the property other than signs to identify the owner and/or address of the parcel, or signs advertising the parcel for sale, or the current flag of the United States of America.
- (j) **EXCAVATIONS**: You agree not to make excavations on the property using heavy equipment without the express written permission of Ozark Land Company Incorporated.
- (k) SUBLEASING: You agree not to rent, lease, sublet, loan, or assign any part of this property for the duration of this contract.

**DISCLAIMER:** This parcel is being purchased "as is". That is, Ozark Land Company Incorporated has not promised any improvements to the parcel, other than those which have already been completed as of this date, and we make no warranties or guarantees not presented in writing herein, or on our website, www.OzarkLand.com.

You agree to obey and uphold the terms of this contract, as well as the additional restrictive covenants for this property as recorded at the Texas County Recorder's office. Be it understood that purposeful violation of these covenants or any of the agreements contained in this contract shall constitute a breach of this contract and, at the option of Ozark Land Company Incorporated, this contract may be declared in default and it will be lawful and proper for Ozark Land Company Incorporated, or its assigns, upon twenty days' notice to you, to take possession of the said premises. Failure at times to exercise this option shall not constitute a waiver of the right to exercise it later.

In the event that you should become dissatisfied with this property, for any reason, Ozark Land Company Incorporated hereby grants you the right to trade your equity in this property, (equity being defined as the total amount paid as of that date, less interest) for an equal equity in any other property then offered for sale by Ozark Land Company Incorporated at the value listed on Ozark Land Company's website <a href="http://www.ozarkland.com">http://www.ozarkland.com</a>, PROVIDED THAT: you are current in the installment payments and other obligations of this contract, that the property is clean and in essentially the same condition as when this contract was made, and that you have not exercised this right in a previous contract with Ozark Land Company Incorporated. Should you choose to trade for a property whose value is less than your equity, you have the option of forfeiting the overage or trading the overage for equity in an additional property or properties. Ozark Land Company Incorporated will not refund equity in cash. You may trade equity in one parcel for equity in two, but you may not trade equity in two parcels for equity in one. If you have not personally inspected both your current parcel and the one you wish to trade to, the destination parcel or parcels must have been on the market for at least one week.

On payment of the sums of money and interest aforesaid, Ozark Land Company Incorporated shall convey this land to you by a duly acknowledged deed containing a covenant that Ozark Land Company Incorporated is well seized of said land at the date thereof, and a covenant against encumbrances, and warranting title as of the date thereof.

It is expressly understood and agreed that time is of the essence of this contract and that if you should fail to pay any installment, interest, taxes, lien, or other payment for a period of thirty days after said payment shall become due and payable, then the amount theretofore paid by you shall, at the option of Ozark Land Company Incorporated, be forfeited to Ozark Land Company Incorporated as liquidated damages for breach of this contract, and on such default, it will be lawful and proper for Ozark Land Company Incorporated, or its assigns, upon twenty days' notice to you, to take possession of the said premises and any chattel thereon. Failure at times to exercise this option shall not constitute a waiver of the right to exercise it later.

If this contract or reference thereto is of record, Ozark Land Company Incorporated's affidavit of default and of delivery of mailing to you during such default, of notice of termination, shall be conclusive proof in favor of any subsequent purchasers, their heirs, or assigns, for value of such default and of the termination of your rights hereunder, if such facts are not specifically contradicted by affidavit or other instrument recorded in the county before execution of any instrument conveying equitable or legal title to such purchaser, their heirs, or assigns.

If this contract is not signed and mailed to Ozark Land Company Incorporated within twenty days of receipt of same by you, then Ozark Land Company Incorporated may, at its discretion declare this contract null and void.

It is mutually agreed that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

This contract is offered without regard to race, religion, sex, or national origin.

IN WITNESS WHEREOF, the said parties have herewith set their hands and seals.

| X  |
|--|
| Lloyd Landbuyer  |
|  |
| Y .  |
| X<br>Lucretia Landbuyer  |
|  |
| Check this box if you have personally inspected this property as of this date.   |
| Officer this box if you have personally hispected this property as of this date. |
| for Ozark Land Company Incorporated:   |
|  |
| By   |
| By<br>Zachariah Shelton, President   |
|  |
|  |
| attest:  |
| Christina Shelton Sweaney Secretary  |

## Deed of Trust

This deed, made and entered into this day, December 21, 2023 by **Lloyd Landbuyer and Lucretia Landbuyer**, a married couple, Grantor and Christina Shelton Sweaney, Trustee, of Greene County, Missouri and **Ozark Land Company Incorporated**, a Missouri Corporation, Grantee.

Grantor's address: 123 Lantana Lane, Lilliput, LA 67890

Grantee's address: Ozark Land Company Incorporated, PO Box One, Willow Springs, MO 65793

WITNESSETH, that the said Grantor, for and in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar to them paid by the said Trustee, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and confirm unto the said Trustee, the following described real estate situated in the County of Texas and State of Missouri, to wit:

#### This is where the property's legal description would appear.

TO HAVE AND TO HOLD the same with the appurtenances, to the said Trustee and to her successors hereinafter designated, and to the assigns of the same, and of their successors forever: In trust, however, for the following purposes:

WHEREAS, Grantor has this day executed and delivered to Ozark Land Company Incorporated a promissory note dated December 21, 2023 in the amount of TWENTY-ONE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$21,900.00) bearing interest at the rate of NINE per cent per annum from the date payable in monthly installments of TWO HUNDRED TWENTY-TWO AND 12/100 DOLLARS (\$222.12) principal and interest included. Grantor reserves the right to make prepayment at any time, in any amount, without penalty.

WHEREAS, Grantor covenants with Trustee to pay all taxes and assessments levied on said property before any penalty for nonpayment attaches thereto; to abstain from any commission of waste upon the premises; to abstain from marketing timber; to obey the land use restrictions of record; and in the case of failure to do so, Ozark Land Company Incorporated may pay such taxes, repair such waste, or correct such disobedience, and the sums of money expended in doing so, together with ten per cent interest thereon from date of advancement shall be secured hereby; and Grantor also covenants with Trustee that Grantor shall not transfer, mortgage, secure, subordinate, or otherwise encumber or affect title to this property without the express written permission of Trustee so long as this agreement is in force; further, Grantor will provide at least sixty (60) days written notice to Trustee of any and all attempts to enter into transactions effecting title to the real estate herein; further, Grantor will provide Trustee and Ozark Land Company Incorporated with a copy of any document recorded in the Office of the Recorder of Deeds of Texas County where the property is located regarding the property to which Grantor is a party or aware of (other than this document); and further, Grantor acknowledges and agrees to indemnify and hold Trustee and Ozark Land Company Incorporated harmless from all costs, expenses, damages, or other amounts lost or expended (including but not limited to the full value of the property should Ozark Land Company Incorporated lose record title to the property), as the result of Grantor's failure to provide the written notice, to receive written permission, or to provide notice of recording, as set forth herein, including reasonable attorney's fees and litigation costs arising from the aforementioned acts or omissions of Grantor, and

WHEREAS, the Grantor takes the premises as tenant of the Trustee and agrees to pay as rent, the sum of One Cent per month until default hereunder, payable on demand, and upon default, will immediately deliver peaceful possession of the property to the Trustee or her assigns, or her successor. If the said note and interest is paid when due and payable, and the aforesaid agreement is faithfully performed, then this deed shall be void and the property herein conveyed shall be released at the cost of the Grantee, but if default is made in the payment of principal or interest when either becomes due and payable, or if any of the above-named covenants are not kept and the Trustee, or her successor, when authorized to sell under these presents, and when a sale is desired by Ozark Land Company Incorporated, may proceed to sell the property heretofore

described, or any part thereof, at public venue, to the highest bidder at the courthouse in Texas County for cash, first giving 20 days public notice of the time, terms, and place of sale, and of the property to be sold, by advertisement in some newspaper published in the county where the property is located, and upon such sale, shall execute and deliver a deed in fee simple of the property sold, to the purchaser or purchasers thereof, and receive the proceeds of said sale out of which she shall pay first, the costs and expenses of executing this trust, including compensation to the trustee for her services, and next, the note, heretofore described, and all interest due thereon, and the remainder, if any, shall be paid to the Grantee, or the Grantee's legal representative.

The Trustee herein covenants to perform and fulfill the trust herein created. The Trustee may resign at any time upon 30 days' notice or Ozark Land Company Incorporated may remove the Trustee and appoint a successor at any time as it sees fit.

In the event that, during the course of this agreement, the Grantor should become dissatisfied with this property, for any reason, Ozark Land Company Incorporated hereby grants the right to trade the equity in this property, (equity being defined as the total amount paid as of that date, less interest) for an equal equity in any other property then offered for sale by Ozark Land Company Incorporated at the value listed in Ozark Land Company Incorporated's website, http://www.ozarkland.com PROVIDED THAT: the Grantor is current in the installment payments and other obligations of this trust deed, that the property is clean and in essentially the same condition as when this agreement was made, and that the Grantor has not exercised this right in a previous agreement with Ozark Land Company Incorporated. Should the Grantor choose to trade for a property whose value is less than Buyer's current equity, the Buyer has the option of forfeiting the overage or trading the overage for equity in an additional property or properties. Ozark Land Company Incorporated will not refund equity in cash.

In witness whereof, the said parties have set their hands and seals.

| X  |   |  |
|--|---|--|
| Lloyd Landbuyer  |   |  |
| X<br>Lucretia Landbuyer  |   |  |
| ,  | DEED OF TRUST ACKNOWLEDG  | EMENT                                      |
| STATE OF   | ) ) ss.   |  |
| married couple, to me known to that they executed the same as IN TESTIMONY WHEREOF, I have | , 20, before me personally appeared Lice be the person(s) described in and who executed their free act and deed.  ereunto set my hand and official seal in the jurisdiction will expire | the foregoing instrument, and acknowledged |
| ,  | (print)   | , Notary Public                            |
| Place notary seal inside this b  | ox  |  |
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## Quit-Claim Deed

(To be recorded only in the event of default on a certain Deed of Trust and/or Promissory Note of even date.)

This deed made and entered into this day, December 21, 2023 by and between **Lloyd Landbuyer and Lucretia Landbuyer**, a married couple, Grantor(s), and **Ozark Land Company Incorporated**, a Missouri corporation, Grantee, mailing address PO Box One, Willow Springs, MO 65793.

Witnesseth that the said Grantor, in consideration of the sum of One Dollar, and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release, and forever quit-claim unto the said party of the second part and its assigns, the following described parcel of land lying, being and situated in the County of Texas and State of Missouri to-wit:

#### This is where the property's legal description would appear.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging unto the said party of the second part, its assigns, forever, so that neither the said party of the first part nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In witness whereof, the said parties have set their hands and seals.

| X                  |  |  |
|--------------------|--|--|
| Lloyd Landbuyer    |  |  |
|                    |  |  |
| X                  |  |  |
| Lucretia Landbuver |  |  |

#### QUIT-CLAIM DEED ACKNOWLEDGEMENT

| STATE OF   |  |  |
|--|--|--|
| STATE OF   | ) ss.<br>)                               |  |
|  | e person(s) described in and who execute | Lloyd Landbuyer and Lucretia Landbuyer, and the foregoing instrument, and acknowledged |
| IN TESTIMONY WHEREOF, I hereur written. My term as a Notary Public w |  | sdiction aforesaid, the day and year first above                                       |
| signature  | (print)                                  | , Notary Public  |
| Place notary seal inside this box                                    |  |  |

# Corporation Warranty Deed

KNOW ALL PERSONS BY THESE PRESENTS: That **Ozark Land Company Incorporated**, a Missouri corporation, Grantor, in consideration of One Hundred Dollars, and other valuable considerations, the receipt of which is hereby acknowledged, to it paid by **Lloyd Landbuyer and Lucretia Landbuyer**, a married couple, hereafter referred to as Grantee.

Grantee's mailing address: 123 Lantana Lane. Lilliput, LA 67890.

By virtue and pursuance of a Resolution of the Board of Directors of said Grantor, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said Grantee, their heirs, and assigns, the following described parcel of land, lying being and situated in the County of Texas and State of Missouri to-wit:

#### This is where the property's legal description would appear.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee, their heirs, and assigns, forever, the said Grantor covenanting that the said party and its administrators and assigns shall and will WARRANT AND DEFEND the title to the premises unto the Grantee, and to their heirs, executors, administrators, and assigns, forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year of date and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Board of Directors of Ozark Land Company Incorporated, Grantor, has caused these presents to be signed by its Secretary, and the corporate seal hereunto affixed, this day December 21, 2023.

| Tor Ozark Earla Company moorporatea. |  |
|--------------------------------------|--|
|                                      |  |
|                                      |  |
|                                      |  |
| Christina Shelton Sweaney, Secretary |  |

for Ozark Land Company Incorporated:

#### CORPORATION WARRANTY DEED ACKNOWLEDGEMENT

| State of MISSOURI   | )  |  |  |
|---|--|--|--|
| County of Greene  | ) ss.<br>)   |  |  |
| being duly sworn, did say that the instrument is the corporate seal o | ey are the Secretary of Ozark<br>of said corporation, and that t | Land Company Incorpo<br>he said instrument was | weaney, to me personally known, who<br>orated, that the seal affixed to this<br>signed and sealed on behalf of said<br>eaid instrument to be the free act and deed |
| IN TESTIMONY WHEREOF, I he written. My term as a Notary Pub           |  |  | n aforesaid, the day and year first above  |
| signature   | (print)  |  | , Notary Public  |
| Place notary seal inside this box                                     | X  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |

# **Promissory Note**

December 21, 2023

For value received, the undersigned, jointly and severally as principals agree to pay to the order of **Ozark Land Company Incorporated**, a Missouri corporation, the sum of **Twenty-One Thousand Nine Hundred and 00/100 DOLLARS** (\$21,900.00) with interest thereon from date at the rate of NINE per cent per annum, said principal and interest to be paid in multiple monthly installments as follows: **Two Hundred Twenty-Two and 12/100 DOLLARS** (\$222.12) on January 21, 2024, and a like amount on the same day of each succeeding month thereafter until paid in full. Each of such payments to be applied first in payment of interest due on the entire unpaid principal, with interest after maturity at the rate of NINE per cent per annum on the principal.

If default be made in any of said monthly installments when due, the holder of this note may at the option of said holder declare all unpaid indebtedness evidenced by this note immediately due and payable, and thereupon the undersigned agree to pay all costs of collections. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later.

In the event default be made in the payment of any monthly installment, when due, and the holder of this note does not exercise its option to declare all unpaid indebtedness due and payable, the undersigned agree to pay, during the period of delinquency, interest on the unpaid balance of the loan at the rate of nine per cent per annum.

The holder may arrange, adjust, and extend the times and amounts of payment of interest and/or principal of this note by agreement with the present or subsequent owner of the real estate securing same, without notice to or consent of and without releasing any party liable hereon.

Multiple installments may be paid on any date installments are due. If your payment is more than 15 days late, you will be charged a \$35.00 fee.

| X                  |  |  |
|--------------------|--|--|
| Lloyd Landbuyer    |  |  |
|                    |  |  |
| X                  |  |  |
| Lucretia Landbuyer |  |  |

# COPY OF YOUR CURRENT AND VALID STATE ISSUED DRIVER'S LICENSE OR PHOTO ID CARD

Use this page to photocopy your ID onto (or use a blank paper) and mail it back or you may email a digital copy to <a href="mailto:christi.ozarkland@gmail.com">christi.ozarkland@gmail.com</a>

## **Property Covenants**

The Contract for Deed found at the beginning of this package defines the specifics of our agreement for as long as you are making payments or until the contract is paid in full.

The Property Covenants found on the next page(s) are long-term rules set in place for the property that are recorded with the county and travel with the property when it changes hands.

Covenants are in place so the landowners have more control over what happens in the community. If you see something you believe violates those covenants, they exist to back up your grievances, but we do not enforce them in the same way a gated, suburban community would.

Keep these for your records.

# INSERT PROPERTY COVENANTS HERE

## **Visiting the Property**

We hope you will visit your property before you move there, but keep in mind this property is not a campground. There are no fire pits, toilets, picnic tables, etc. No electricity. Most of our parcels are undeveloped forest. This would be considered wilderness camping, for which proper preparations should be made to fully enjoy your visit.

- <u>CAMPING</u>: You may camp at the property for 7 consecutive days twice a year without permission.
- <u>FIRE</u>: Do NOT start a campfire. We have seen "dead" campfires come back to life as much as 36 hours after the camper has left the site, just because a small breeze came up. The forest floor of your wooded property is covered with dead leaves, mosses, and twigs, and is VERY combustible. Use a camp stove instead.
- FOOD: Store your food in your vehicle to keep the animals out of it.
- GARBAGE: Animals aren't picky when it comes to food, so keep your garbage in your vehicle, too. They will also dig it up if you try to bury it or will scatter it if you leave it out while you take a trip to town. Bring garbage bags with you, use them, and take them with you when you go leave.
- STORING ITEMS: Do NOT leave anything of value behind on the property after you have left. Even though the woods may seem empty when you visit, even out here, over the course of a few weeks most any property will be exposed to hunters, hikers, bikers, trail riders, and the sort of people who have nothing better to do all day than to roam around back-country roads looking for something to steal.
- TREES: Do NOT cut trees on your property during short visits. This is a violation of your contract unless you have specific, written permission and are clearing to build. It takes a hundred years or so to produce a mature oak. Don't be so hasty to get rid of it, your grandchildren may not live to see it replaced.
- ALTERING THE PROPERTY: Do NOT build, drill a well, or make any permanent changes to your
  parcel unless and until it has been surveyed. Not only do you risk losing your money and effort,
  but you may be liable to your neighbor for what you do on their parcel.
- TRAVEL: The closest airport is Springfield, MO, but you will need to rent a vehicle to drive to your property. An Uber or taxi is not feasible. Bring paper copies and/or good screen shots stored on your phone of the map and driving directions, both of which can be downloaded from our website. While cell coverage is always improving, a cell phone often won't work out in the woods. For luggage, a backpack is the best choice. You will want to camp on the most level, softest spot, and this may very well be a few hundred yards from the road. Rolling luggage just isn't logical.
- <u>PARKING</u>: Do NOT expect to drive your car or RV onto the parcel unless we have built a
  driveway. This is not the desert southwest. Most parcels are covered with timber and have a
  ditch alongside the access road to handle rainwater run-off. If the parcel doesn't have a
  driveway, you may need to park your RV at a commercial campground.
- <u>WEATHER</u>: The Ozarks region experiences 4 seasons of weather, sometimes within the same week. Watch The Weather Channel or <u>www.weather.com</u> for a few days before you arrive.

| X                  |  |
|--------------------|--|
| Lloyd Landbuyer    |  |
| X                  |  |
| Lucretia Landbuyer |  |

### **Moving to the Property**

You may consider moving to the property after you have paid a \$1,000 deposit.

You must receive approval from us before taking up residence.

We are not landlords, but we do find it necessary to have rules in place to promote cleanliness. Full ss will be refunded when the property is paid in full OR when you vacate the property, provided our inspection of the property finds it to be completely clear of all refuse and personal belongings.

Requirements expected to be completed prior to moving, include:

- 1. Sign up with a local trash collector. **Proof of paid invoice will be required.**
- 2. Provide a septic tank and leach field approved by the County Health Department <u>OR</u> a commercially manufactured composting or incinerating toilet. **Proof of paid invoice will be required.**
- 3. Payments on all accounts with us must be current.
- 4. If placing a portable building on the property, provide us with purchase or rental agreement.
- 5. I/we understand that I/we will be billed for cleanup costs greater than the \$1,000 deposit.

For specific questions, email Christi.ozarkland@gmail.com or call her at 417-889-0277.

| Date: December 21, 2023  |
|--|
| Property: Lorelei Trails Parcel L  |
| I/we understand the above requirements and agree to contact Ozark Land Company Incorporated before moving to the property. |
| X<br>Lloyd Landbuyer   |
| XLucretia Landbuyer  |

# Ozark Land Company Incorporated APPLICATION FOR RESIDENCY PERMIT

Return this form before you plan to move to the property (keep it in your records until then). You must receive approval before taking up residence on the property.

| Date application is being submitted:  | Anticipated Move-in Date:  |
|---|--|
| APPLICANT: Lloyd Landbuyer and Lucretia Landbuyer   |  |
| Regarding Lorelei Trails Parcel L, located in Texas County, M   | issouri  |
| I/we affirm that the following measures have been completed   | :  |
| ☐ I/we have paid a \$1,000 deposit.   |  |
| ☐ I/we have installed a septic tank and leach field approved by manufactured composting or incinerating toilet. Sewage lagoons  | , , <u>—</u>   |
| $\ \square$ I/we have contacted Christi to ensure we are current as of this Company Incorporated.   | s date in all payments on our contract with Ozark Land               |
| $\hfill \square$<br>I/we agree to update Ozark Land Company Incorporated with the property.   | our new permanent residence address as soon as we move to            |
| ☐ I/we agree to provide Ozark Land Company Incorporated with any portable buildings to be moved to the property. *see Attachm   | n proof of ownership or a copy of purchase/rental agreement for ents |
| *ATTACHMENTS:  1. ATTACH A COPY OF COUNTY APPROVAL FOR SEF MANUFACTURED COMPOSTING OR INCINCERATIN  2. ATTACH A COPY OF THE PAID TRASH COLLECTIO  3. ATTACH COPY OF BILL OF SALE OR RENTAL/PURE | IG TOILET  |
| X<br>Lloyd Landbuyer  |  |
| X   |  |

When you are preparing to move, email a copy of this completed form and the required attachments to <a href="mailto:christi.ozarkland@gmail.com">christi.ozarkland@gmail.com</a> or mail them to PO Box 14484, Springfield, MO 65814

#### (optional)

# Authorization for Electronic Withdrawal by Ozark Land Company Incorporated

Don't you hate forgetting payments and accruing late fees? If you would like to take the work out of remembering to make your monthly payment, we do offer automatic electronic withdrawal of payments from credit or debit cards. Fill out the form below and return it with your documents, or return it anytime to Ozark Land Company Incorporated, PO Box 14484, Springfield, MO 65814, and we will process your monthly payments for you so you can relax.

| l,   | n the day of every month by Ozark Land Company for the duration of my indebtedness, or |               |          |      |  |
|--|--|---------------|----------|------|--|
| to be taken the day of eve                 |  |               |          |      |  |
| until further notice. The first withdrawal | is to be taken   |               |          |      |  |
| Property:                                  |  | Parcel(s):    |          |      |  |
| Please withdraw from my (circle o          | one): VISA   | MASTERCARD    | DISCOVER | AMEX |  |
| Your Name as it appears on card            |  |               |          |      |  |
| Complete Billing address for card          |  |               |          |      |  |
|  | Street   |               | State    | Zip  |  |
| Account No                                 |  | Expiration Da | ate      |      |  |
| Signature:                                 |  | L             | Date:    |      |  |

Payments that fail to clear on the scheduled date due to non-sufficient funds or other error may be reprocessed daily until the payment is received, unless contacted by you with alternate payment. The following month's payment will process as usual. Should you need to change any of the above information, please contact Christi at least 5 days before your scheduled transaction date. She can be reached at (417) 889-0277 or email her at <a href="mailto:Christi.ozarkland@gmail.com">Christi.ozarkland@gmail.com</a>. You will still receive a payment receipt after the payment has been withdrawn. Remember your signature at the bottom.

#### **BEFORE YOU MAIL ANYTHING:**

Please check the appropriate boxes indicating you have signed and enclosed each document. When you are finished, include this check list with the rest of your Purchase Papers.

PRINT SINGLE SIDED – Your papers will have to be redone if they are printed double sided.

#### LEAVE LARGE MARGINS FREE OF PRINT OR WRITING

| ☐ Truth-In-Lending Disclosure Statement ONE PAGE                                 |
|--|
| Sign at the bottom of page   |
| ☐ Contract for Warranty Deed TWO PAGES   |
| Sign at the bottom of second page  |
| ■ Deed of Trust TWO PAGES  |
| <ul> <li>Notarize</li> </ul>   |
| <ul> <li>Sign at the bottom of second page</li> </ul>                            |
| Quit-Claim Deed TWO PAGES  |
| <ul> <li>Notarize</li> </ul>   |
| <ul> <li>Sign at the bottom of second page</li> </ul>                            |
| ☐ Corporation Warranty Deed TWO PAGES  |
| Proof-read, make certain your information is accurate                            |
| Promissory Note ONE PAGE   |
| Sign at the bottom of page   |
| ☐ Copy of State Issued Photo ID ONE PAGE   |
| Mail with documents or email to christi.ozarkland@gmail.com                      |
|  |
| Authorization for Electronic Withdrawal (optional) ONE PAGE                      |
| Include this form if you choose to participate in our E-Payment Program          |
| <b>☐</b> Visiting the Property ONE PAGE  |
| <ul> <li>Sign at the bottom of page</li> </ul>                                   |
| ■ Moving to the Property ONE PAGE  |
| Sign at the bottom of page   |
| Application for Residency Only needed when/if you decide to move to the property |

This label is for your use.

#### From:

Lloyd Landbuyer and Lucretia Landbuyer 123 Lantana Lane Lilliput, LA 67890

#### To:

Ozark Land Company Incorporated Post Office Box 14484 Springfield, MO 65814

www.OzarkLand.com