

**OPTION TO PURCHASE  
and  
REAL ESTATE SALES CONTRACT**

1. **Parties:** The parties to this agreement are Deblen Investments of 1284 Woodridge Drive Rapid City, So. Dak. 57701 here in referred to as Buyers and \_\_\_\_\_, here in referred to as Sellers.
2. **Purpose:** The purpose of this agreement is to fix the terms and conditions under which the sellers hereby grant to the Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Pennington County, State of South Dakota.
3. **Property and Access:** The Property covered by this agreement is located at \_\_\_\_\_ and is further described by its legal description as:

The sellers hereby grant the Buyers and the Buyers Heirs, Executors, Administrators. Successors and Assigns with complete access to the property during the term of this agreement. Complete access is deemed to be access that is normal and customarily deemed acceptable and reasonable for the purpose of selling a property. It is the Buyers intention to Quick sale the property with-in 30 days.

4. **Option to Purchase:** In consideration of the sum of Five Hundred Dollars, (\$500.00) paid into Escrow at First American Title Company, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Sellers. The Sellers covenant to be the owner of the above mentioned property and, hereby, offer and agree to sell and convey to the Buyer and the Buyers Heirs, Executors, Administrators. Successors and Assigns, the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided.
5. **Term of Option:** The parties agree that this option to purchase shall be binding on the Sellers until \_\_\_\_\_ at 12:00 Noon. If Buyer fails to perform the agreements of this writing within the time set forth herein, Sellers may retain, as liquidated damages and not as a penalty, all of the initial deposit specified in paragraph 4 above, it being agreed that this is Seller's exclusive remedy. If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the Buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.
6. **Purchase Price:** The total purchase price to be paid for the Property by the Buyer is \_\_\_\_\_ less Option Money Paid.
7. **The Buyer will pay for:** recordation of deed and prorated share of prepaid insurance, taxes, and interest, if any.
8. **The Sellers will pay for:** Title commitment in the amount of the purchase price from First American Title Company or any title insurance company duly licensed to underwrite title insurance in the state of South Dakota acceptable to the Buyer; Attorney's fees; Title abstract; Title opinion letter; Satisfaction of mortgage and recording fee; Lead paint inspection certificate, any required Environmental impact studies or other government required reports needed to clear title
9. **Prorated Items:** All rents, water taxes or charges, taxes, assessments, monthly mortgage insurance premiums, fuel, prepaid service contracts, and interest on existing mortgages shall be prorated as of the date of closing. If Buyer is to accept the Property, subject to an existing mortgage requiring an escrow deposit for taxes, insurance, and/or other items, all escrow payments required to be made up to the time of closing shall be made to the escrow holder at Seller's expense and said escrow balance shall be assigned to the Buyer without compensation to the Seller; it being expressly understood that said escrow balance is included in the Total Purchase Price. All mortgage payments required of Seller to be made shall be current as of the time of closing. If the exact amount of real estate taxes cannot be ascertained at the time of closing, Seller agrees to prorate said taxes on the basis of 110% of the last ascertainable amount.
10. **Survey and Disclosure Statement:** Within 10 days after the date of acceptance of this contract, the Seller will provide and deliver to Buyer or Buyer's Attorney: 1. A copy of the most recent survey showing all lot dimensions, all corners, and showing all improvements upon the Property. 2.A fully completed and Executed SELLERS DISCLOSURE Statement as Required by SD Law.
11. **Examination of Title and Time of closing:**  
If the title evidence and survey as specified above disclose that Seller is vested with fee

simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of First American title Company or any title insurance company duly licensed to underwrite title insurance in the state of South Dakota acceptable to the Buyer, on or before the \_\_\_\_\_. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, within fifteen (15) days, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have thirty (30) days to do so, in which case this sale shall be closed within ten (10) days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Seller agrees to pay for and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title, as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.

- 12. Attorneys Fees and costs:** If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.
- 13. Risk of Loss or Damage:** Risk of loss or damage to the Property by any cause is retained by the Seller until closing

In witness whereof, the parties signed their names on the dates in the year set forth below.

Buyer: Deblen Family Trust  
Deblen Investments Trustee  
Len Weimer, General Partner

X \_\_\_\_\_

Sellers:

X \_\_\_\_\_

**Optional additional language for Short Sale agreements.**

**Transaction is a SHORT SALE:** The Parties understand and are on notice that this transaction will require substantial mortgage discounts by the existing mortgagee's. By the signatures below, the Parties warrant that the Sellers have not and will not receive any financial incentives of any kind outside of this agreement.