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7. **TAXES/PRORATIONS.** Purchaser is aware that property taxes may or may not be based upon "Owner Occupied Status". Any and all Special Assessments are to be paid by Seller unless otherwise specified in this agreement.

Taxes, rents, road maintenance, water, sewer, and homeowner's association fees, if any are:

To be prorated to _____
Not to be prorated

Tax proration will be based upon the: previous year's taxes / agreed upon amount of _____ /
most current county information / new construction estimate other _____

8. **TITLE.** Merchantable title shall be conveyed by Warranty Deed or other sufficient conveyance instrument, acceptable to Purchaser, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. An owner's policy of Title Insurance in the amount of the purchase price will be furnished with cost to be distributed: Purchaser _____ Seller _____.

9. **SURVEY.** Seller ___ is ___ is not providing a boundary survey of the property. Property is sold based on legal description only. Seller is not aware of any boundary disputes. Seller further states that any fences located on the property do not necessarily represent the property boundary

10. **CLOSING/POSSESSION.** Closing date will be on or before _____ with possession to be given Purchaser at time of closing. Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Purchaser will have the opportunity for a personal inspection prior to closing. Seller agrees to maintain all existing insurance coverage on property until time of closing.

Closing service fees, if any, cost to be distributed as follows: Purchaser _____ Seller _____.

All personal property, including refuse, not included in the purchase price, shall be removed by Seller prior to closing.

11. **EARNEST MONEY/DEPOSITS.** Auctioneer or Auctioneer's authorized closing agent shall deposit and hold all earnest money and other deposits until sale is closed. If Auctioneer is holding the earnest money and an accepted offer and agreement to purchase does not close, regardless of the circumstances, both Purchaser and Seller must agree in writing prior to release of earnest money or in the alternative, pursuant to court order in accordance with SDCL 36-21A-81.

12. **PERSONAL PROPERTY.** Any personal property, free of liens and without warranty of condition, shall be transferred to Purchaser by a separate bill of sale. Purchaser will / will not compensate Seller for fuel oil/propane remaining on date of closing.

14. **OTHER PROVISIONS:** _____

INITIALS: PURCHASER _____ / _____ **SELLER** _____ / _____