



**LAND CONTRACT**

With Alternate Tax and Insurance Provisions

*Parties and  
Addresses*

**This Contract**, Made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
between, \_\_\_\_\_ hereinafter referred to as the "Seller", whose  
address is \_\_\_\_\_, and, \_\_\_\_\_  
hereinafter referred to as the "Purchaser", whose address is \_\_\_\_\_

*Description of  
Premises*

**WITNESSETH:**

**1. THE SELLER AGREES AS FOLLOWS:**

(a) To sell and convey to the Purchaser land in the (circle one) City / Township / Village of  
\_\_\_\_\_, County of \_\_\_\_\_, State of Michigan, described as:

See attached Schedule A

Commonly known as: \_\_\_\_\_

Tax I.D. Number: \_\_\_\_\_

*Price and  
Terms*

together with all tenements, hereditaments, improvements and appurtenances, including all lighting  
fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens,  
awnings, if any, now on the premises, and subject to all applicable building and use restrictions, and  
easements, if any, and zoning laws and ordinances affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is:

of which the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS,  
has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS,  
is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of ( \_\_\_\_\_ )  
percent,

per annum. This balance of purchase money and interest shall be paid in monthly installments of  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS,  
each, or more at Purchaser's option, on the \_\_\_\_\_ day of each month, beginning \_\_\_\_\_,  
20\_\_\_\_; said payments to be applied first upon interest and the balance on principal; PROVIDED, the  
entire purchase money and interest shall be fully paid within \_\_\_\_\_ from the date  
hereof, anything herein to the contrary notwithstanding. All payments shall be made at an address  
directed by the Seller.

*Seller's Duty  
to Convey*

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing  
mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the  
Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land,  
subject to aforesaid restrictions, easements, zoning laws and ordinances and subject to any then existing  
mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth,  
and except such encumbrances as shall have accrued or attached since the date hereof through the acts  
or omissions of persons other than the Seller or his assigns.

*To Furnish  
Title Evidence*

(d) To deliver to the Purchaser as evidence of title, a Policy of Title Insurance, the effective date of  
the policy to be approximately the date of this contract, and issued by the Lawyers Title Insurance  
Corporation.

Purchaser's  
Duties

To Pay Taxes  
and Keep the  
Premises  
Insured

Alternate  
Payment  
Method

Insert Amount,  
if advance  
monthly  
installment  
method of  
taxes and  
insurance is to  
be adopted

Acceptance of  
Title and  
Premises

Maintenance  
of Premises

Mortgage by  
Seller

**2. THE PURCHASER AGREES AS FOLLOWS:**

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for nonpayment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

*If the amount of the estimated monthly cost of taxes, assessments and insurance is inserted in the following Paragraph 2(e), then the method of payment of these items as therein indicated shall be adopted. If this amount is not inserted, then paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.*

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of \_\_\_\_\_ DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon Seller's demand.

(f) That he has examined a Title Insurance Commitment \_\_\_\_\_ dated \_\_\_\_\_ to \_\_\_\_\_ covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

**3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:**

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest, and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail herein before provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

<i>Encumbrance on Seller's Title</i>	<p>(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at _____ percent, per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.</p>
<i>Nonpayment of Taxes</i>	<p>(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2(e), or in the delivery of any policy as herein before provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate of _____ per annum.</p>
<i>Assignment by Purchaser</i>	<p>(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.</p>
<i>Possession</i>	<p>(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.</p>
<i>Right to Forfeit</i>	<p>(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out.</p>
<i>Acceleration Clause</i>	<p>(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.</p> <p>(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.</p> <p>(i) Time shall be deemed to be of the essence of this contract.</p> <p>(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.</p> <p>(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.</p>
<i>Additional Clauses</i>	<p>(l) <b>Seller understands that consummation of the sale or transfer of the property described in this agreement shall not relieve the seller of any liability that seller may have under the mortgage(s) or other indebtedness(s) to which the property is subject unless otherwise agreed to by the lender or required by law or regulation.</b></p>

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation,

such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legates, assigns and successors of the respective parties.

(m) In the event payments are not received within \_\_\_\_ days from due date, a late fee of \$\_\_\_\_\_ per payment shall be assessed. This is a service charge and is not interest. Purchaser further agrees and understands that assessment of the late fee does not constitute an election under the contract and that the Seller may pursue any other remedies available in law or equity.

(n) Purchaser and Seller understand that the regular monthly payments called for by the terms of the Land Contract will not pay the Land Contract owing in full by the end of the term of the contract. There will be a substantial lump sum payment due from Purchaser to Seller at that time.

(o) Neither salespeople, brokers, nor Seller have represented to Purchaser that at the time required for payoff of this obligation there will be satisfactory mortgage financing available or that such financing will be at rates currently available or lower.

(p) Purchaser understands that Seller is under no obligation to extend this contract beyond the agreed upon termination date or to refinance the principal balance beyond said termination date, and the acceptance of payments beyond the termination date does not constitute an election of remedies.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

Buyers

\_\_\_\_\_  
\_\_\_\_\_

Sellers

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF MICHIGAN  
COUNTY OF**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me known, or satisfactorily proven, to be the same person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan