

BUY - SELL AGREEMENT
(Including Earnest Money Receipt)



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1 This Agreement stipulates the terms of sale of this property. Read carefully before signing.

2 This is a legally binding contract. If not understood, seek competent advice.

3 Date: 08/01/13

Julene K. Krause

5 as joint tenants with rights of a survivorship, tenants in common, single in his/her own right,

6 Other _____ (hereinafter called "Buyer") agrees to purchase, and the

7 Seller agrees to sell the following described real property (hereinafter referred to as "Property") commonly known

8 as 513 W Arizona Street

10 in the City of Kalispell County of Flathead

11 Montana, locally described as:
Lot 3 of Block2 of Underhill Subdivision in 807-T26N-R21W.

15 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
16 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are
17 attached to the Property are included in the purchase price, such as electrical, plumbing and heating fixtures, wood,
18 pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor
19 coverings, T.V. antennas, satellite dish, hot tub, air cooler or conditioner, garage door openers and controls, fireplace
20 inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property, attached buildings or
21 structures, unless otherwise noted below:

25

26 PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition,

27 are included and shall be transferred by bill of sale:
~~Dishwasher, range, gas stove~~ NONE, JSW

32 LEASED/RENTED PERSONAL PROPERTY: The following personal property is leased/rented: water softener

33 water conditioner propane tank satellite dish satellite control alarm system other _____

35 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no
36 representations or warranties concerning the transferability of said items or the assignment of any agreements relating
37 to the lease/rental of said items.

39 PURCHASE PRICE AND TERMS:

40 Total purchase price is one hundred eighteen thousand U.S. Dollars

41 (\$ 118,000.00) payable as follows:

42 \$ 500.00 earnest money to be applied at closing.

43 \$ _____ as additional cash payment, payable on or before closing.

44 \$ 117,500.00 balance of the purchase price will be financed as follows:

- 45 Conventional MBOH Seller Financing
- 46 FHA USDA-RD Assumption of Existing Loans
- 47 VA Other Institutional Financing

Buyer has applied for a loan and has been pre-qualified.

JKL
Buyer's Initials



51 **CLOSING DATE:** The date of closing shall be (date) 10/25/13 (the "Closing Date").
 52 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
 53 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
 54 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
 55 (including assumptions, contracts for deed, and tender financing), the Closing Date may be extended without
 56 amendment by not more than 10 days to accommodate delays attributable solely to such third party financing.

58 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:
 59 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
 60 on the date of recording the deed or notice of purchaser's interest, OR
 61

62 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
 63 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.

65 **RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of _____
 66 U.S. Dollars (\$ 500.00) as evidenced by Cash,
 67 the receipt of which is acknowledged by the undersigned Broker/Salesperson; OR Check, the receipt of which is
 68 acknowledged by the undersigned Broker/Salesperson; OR, check due 3 business days from date of a
mutually signed agreement.

70 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall be
 71 entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be forfeited.

73 All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited
 74 pursuant to Montana law OR within (3) business days of the date all parties have signed the Agreement or

76 and such funds will be held in a trust account by _____

77 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: _____

79 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.
 80 Bruce Tulloch

81 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)

82 To be signed only if in actual receipt of Cash or Check.

84 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
 85 portion of the earnest money required to complete the closing of the transaction.

87 FINANCING CONDITIONS AND OBLIGATIONS:

89 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
 90 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any
 91 contingent source of such funds unless otherwise expressly set forth herein.

93 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
 94 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
 95 completion of a contract for deed by 5:00 P.M. (Mountain Time) (date) 08/09/13
 96 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

98 **V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer
 99 shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase
 100 of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established
 101 by the Veteran's Administration. The Buyer shall, however, have the privilege and option of proceeding with
 102 the consummation of this Agreement without regard to the amount of the reasonable value established by
 103 the Veteran's Administration.

[Signature]
Buyer's Initials

Page 2 of 9 [Signature]
Seller's Initials



104 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from
 105 an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement,
 106 the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any
 107 penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written
 108 statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement
 109 lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the
 110 amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.
 111 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without
 112 regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised
 113 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
 114 Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. The Buyer
 115 should satisfy himself/herself that the price and condition of the Property are acceptable.

117 **DETECTION DEVICES:** The Property is equipped with the following detection devices:
 118 Smoke detector(s)
 119 Carbon monoxide detector(s)
 120 Other fire detection device(s): _____

123 **PROPERTIES INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Salespersons involved in the
 124 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its
 125 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings
 126 will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or
 127 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,
 128 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land
 129 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,
 130 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

132 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
 133 been released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain
 134 Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or
 135 the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has
 136 notified the other party on or before the release date that a contingency is not released, waived, or satisfied, this
 137 Agreement is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other
 138 terms or provisions.

140 **INSPECTION CONTINGENCY:**

141 This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any
 142 inspections or advice requested below. Buyer agrees to acquire, at Buyer's own expense, independent
 143 inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any
 144 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the
 145 property, without the prior written consent of Seller. Further, Buyer agrees to return the property to its original
 146 condition and to indemnify Seller from any damage or destruction to the property caused by the Buyer's
 147 investigations or inspections, if Buyer does not purchase the property.

148 <input type="checkbox"/> Home Inspection	<input type="checkbox"/> Review and Approval of Protective Covenants
149 <input type="checkbox"/> Seller's Property Disclosure	<input type="checkbox"/> Easements
150 <input type="checkbox"/> Roof Inspection	<input type="checkbox"/> Flood Plain Determination
151 <input type="checkbox"/> Structural/Foundation Inspection	<input type="checkbox"/> Water Sample Test
152 <input type="checkbox"/> Electrical Inspection	<input type="checkbox"/> Septic or Cesspool Inspection
153 <input type="checkbox"/> Plumbing Inspection	<input type="checkbox"/> Mineral Rights Search
154 <input type="checkbox"/> Heating, ventilation, cooling system - Inspection	<input type="checkbox"/> Radon
155 <input type="checkbox"/> Stove/Fireplace Inspection	<input type="checkbox"/> Asbestos
156 <input type="checkbox"/> Pest/Rodent Inspection	<input type="checkbox"/> Wild Fire Risk
157 <input type="checkbox"/> Well inspection for condition of Well and Quantity of Water	<input type="checkbox"/> Legal Advice
158 <input type="checkbox"/> Accounting Advice	<input type="checkbox"/> Toxic Waste/Hazardous Material
159 <input type="checkbox"/> Survey or Corner Pins located	<input type="checkbox"/> Underground Storage Tanks
160 <input type="checkbox"/> Access to Property	<input type="checkbox"/> Sanitary Approval/Septic permit
161 <input type="checkbox"/> Verification of # of code compliant bedrooms	<input type="checkbox"/> Mold

Buyer's Initials: JK

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Seller's Initials: JD



- 162 Verification of square footage of improvements _____ Verification of lot size _____
- 163 Water Rights _____ Airport Affected Area _____
- 164 Zoning Determination _____ Road Maintenance _____
- 165 Other Any and all as desired by Buyer.

167 *JK* Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (date)
 168 12-13-13 08/23/13 this inspection contingency shall be of no further force or effect. If Buyer
 169 disapproves of the property condition, Buyer shall deliver written notice to the Seller or the Seller's
 170 Broker/Salesperson on or before the date specified above, together with a copy of that portion of the inspection
 171 or report upon which the disapproval is based, Buyer shall also state whether Buyer elects to immediately
 172 terminate the Agreement or negotiate a resolution of the conditions noted. If Buyer elects to negotiate a
 173 resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

176 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of
 177 no further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions
 178 noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or
 179 before (date) 08/23/13, the earnest money shall be returned to the Buyer, and the
 180 agreement then terminated.

182 **FINANCING CONTINGENCY:**

183 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this
 184 Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing
 185 Date this Agreement is terminated and the earnest money will be refunded to the Buyer. OR

187 This Agreement is contingent upon Buyer obtaining the financing specified in the section of
 188 this
 189 Agreement entitled "PURCHASE PRICE AND TERMS." Release Date: _____

191 **APPRAISAL CONTINGENCY:**

- 192 Property must appraise for at least (\$ sale price). If the Property does not appraise for at least
 193 the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the
 194 Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of
 195 Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of
 196 Buyer or Buyer's Broker/Salesperson receiving notice of appraised value. OR
- 197 Property must appraise for at least (\$ _____). Release Date: _____

199 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
 200 satisfaction) of the preliminary title commitment. Release Date: 5 days from Buyer's
 201 or Buyer's representative's receipt of preliminary title commitment.

203 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate
 204 acceptable to the Buyer, hazard insurance on the property. Release Date: 08/26/13

This Agreement is contingent upon _____

209 _____ Release Date: _____

210 This Agreement is contingent upon _____

215 _____ Release Date: _____

JK
 Buyer's Initials

JDR
 Page 4 of 9 Seller's Initials



272 **SPECIAL IMPROVEMENT DISTRICTS:** All Special Improvement Districts (including rural SIDs), including those
 273 that have been noticed to Seller by City/County but not yet spread or currently assessed, will be:
 274 paid off by Seller at closing;
 275 assumed by Buyer at closing; OR
 276
 277 All perpetual SIDs shall be assumed by Buyer.

279 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental
 280 association, including those that have been approved but not yet billed or assessed, will be:
 281 paid off by Seller at closing;
 282 assumed by Buyer at closing; OR
 283

285 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
 286 District assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating
 287 fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance
 288 fees, as of the date of closing unless otherwise agreed as set forth in the additional provisions.

290 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and
 291 tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the
 292 Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through
 293 inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale
 294 remain on the Property.

296 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some
 297 properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to
 298 control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your
 299 obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

301 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
 302 Annotated, certain individuals are required to register their address with the local law enforcement agencies
 303 as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement
 304 offices will make the information concerning registered offenders available to the public. If you desire further
 305 information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena,
 306 Montana, and/or the probation officers assigned to the area.

308 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control
 309 Act, Montana Code Annotated Section 75-3-606. **RADON GAS: RADON IS A NATURALLY OCCURRING**
 310 **RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES,**
 311 **MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON**
 312 **THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL**
 313 **INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR**
 314 **STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test**
 315 **results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the**
 316 **Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.**

318 **NEWLY CONSTRUCTED RESIDENCE:** If this Agreement is for the sale of a newly constructed residence that has not
 319 been previously occupied and the Seller is the builder or a developer who built or had the residence built for the
 320 purpose of resale, the Seller shall provide the following to the Buyer prior to closing:

322 (1) A statement of all inspections and tests that were performed prior to, during, or upon completion of
 323 construction of the residence; and

324 (2) An express warranty that is valid for a period of at least 1 year from the date of the sale of the
 325 residence that will provide detailed descriptions of those components that are included or excluded from the
 326 warranty, the length of the warranty, and any specialty warranty provisions or time periods relating to certain
 327 components. The warranty provisions must also clearly set forth the requirements that must be adhered to by the
 328 Buyer, including the time and method for reporting warranty claims, in order for the warranty provision to become
 329 applicable.

[Signature]
 Buyer's Initials

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[Signature]
 Seller's Initials



330 BUYER'S REMEDIES:

331 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
 332 BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer.
 333 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the
 334 transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
 335 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the
 336 return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;
 337 OR (2) Demand that Seller specifically perform Seller's obligation under this Agreement;
 338 OR (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

340 SELLER'S REMEDIES:

341 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
 342 transaction anticipated by this Agreement within the time period provided in this Agreement, the Seller may:
 343 (1) Declare the earnest money paid by Buyer be forfeited;
 344 OR (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;
 345 OR (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

347 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing
 348 this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind,
 349 and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a
 350 corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on
 351 behalf of such entity.

353 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides that a Buyer of a U.S. real
 354 property interest may be required to withhold tax if the Seller is a foreign person. Sellers acknowledge and agree that
 355 unless the purchase price of the Property does not exceed \$300,000 and Buyer is purchasing the Property for use by
 356 Buyer as a personal residence, Sellers shall deliver to Buyer a certificate of non-foreign status and any other
 357 certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal
 358 Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Sellers do not deliver
 359 said documents to Buyer at or before closing, Sellers acknowledge and agree that Buyer or the closing agent may
 360 withhold ten percent (10%) of the Purchase Price and submit this amount to the Internal Revenue Service, pursuant to
 361 Section 1445 of the Internal Revenue Code.

363 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure
 364 by Buyer, Seller, and Salespersons and their attorneys, agent, and other parties having interests essential to this
 365 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this
 366 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
 367 documents concerning this property or underlying obligations pertaining thereto.

369 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is
 370 assumed by Seller through the time of closing unless otherwise specified.

372 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
 373

374 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and
 375 assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the
 376 Seller's express written consent.

378 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,
 379 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
 380 determine just.

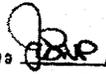
382 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction
 383 anticipated by this Agreement is an integral part of this Agreement.

385 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the
 386 parties' signatures may be used as the original.


 Buyer's initials

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 Seller's initials

387 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
388 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
389 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by
390 the Seller and Buyer.

392 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when
393 each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete
394 Agreement between the parties.

396 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the
397 earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or
398 property, unless mutual written instructions are received by the holder of the earnest money and things of value,
399 Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or
400 closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a
401 Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to
402 advance the cost and fees required for filing such action.

404 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 405 Lead Based Paint Disclosure
- 406 Addendum for Additional Provisions
- 407 Back-up Offer
- 408 Mold Disclosure
- 409
- Sale of Buyer's Property
- 1031 Tax Deferred Exchange
- Multi-Family Disclosure
- Water Rights Acknowledgement
- Condominium Disclosure/Addendum

411 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
412 hereafter have been involved in the capacities indicated below and the parties have previously received the
413 required statutory disclosures setting forth the licensees duties and the limits of their obligations to each party:

414 Nick Hansen of Re/Max American Dream Properties, Inc.
415 (name of licensee) (name of Brokerage company)

416 is acting as Seller's Agent/Salesperson Dual Agent/Salesperson Statutory Broker.

418 Bruce Tulloch of Montana Land And Home, Inc.
419 (name of licensee) (name of Brokerage company)

420 is acting as Buyer's Agent/Salesperson Dual Agent/Salesperson Statutory Broker,
421 Seller's Agent/Salesperson (includes Seller's Sub-Agent or Salesperson).

423 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
424 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement
425 he/she has examined the subject real and personal Property; has entered into this Agreement in full reliance upon
426 his/her independent investigation and judgments; and has read and understood this entire Agreement.

428 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
429 forth in the above offer and grant to said Salesperson until (date) 8-9-2013 at 5 00 am 10 pm
430 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
431 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
432 has not accepted by the time specified, this offer is automatically withdrawn.
433

434 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
435 means in accordance with the Montana Uniform Electronic Transaction Act.

[Signature]
Buyer's Initials

Page 8 of 9 [Signature]
Seller's Initials



436 I/WE HEREBY ACKNOWLEDGE receipt of a copy of this Agreement bearing my/our signature(s).

438 Buyer's Address: 171 Pioneer Road City Kalispell

440 State MT, Zip Code 59901 Phone Number 406-212-3655

442 Buyer's Name Printed: Julene K. Krause

444 Dated this 08/01/13, at _____ am pm (Mountain Time).

447 Julene K. Krause
448 (Buyer's Signature) (Buyer's Signature)

451 OFFER PRESENTATION: This offer was presented to the Seller(s) on

453 Date: _____ Time _____ am pm By: _____
454 (Signature of person presenting the offer)

456 SELLER'S COMMITMENT: I/We agree to sell and convey to Buyer the above-described Property on the terms
457 and conditions herein above stated. I/We acknowledge receipt of a copy of this Agreement bearing my/our
458 signature(s) and that of the Buyer(s) named above.

460 Seller's Address: _____ City _____

462 State _____ Zip Code _____ Phone Number _____

464 Seller's Name Printed: JPMorgan Chase Bank, N.A. JOHN LAMARCA, VICE PRESIDENT

466 Dated this Sept 22 2013, at 1:51 am pm (Mountain Time).

469 John Lamarca
470 (Seller's Signature) (Seller's Signature)

472 ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

474 I/We acknowledge receipt of this Agreement bearing my/our Initial(s) and the signature(s) of the Buyer(s) named
475 above.

477 Rejected by Seller _____ Modified per Attached Counter _____
478 Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

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SELLER'S ADDENDUM TO REAL ESTATE PURCHASE CONTRACT AND RELEASE OF CLAIMS

This Seller's Addendum to Real Estate Purchase Contract and Release of Claims (the "Addendum") dated August 1, 2013 is attached to, incorporated into and shall be deemed to amend and supplement that certain purchase contract (the "Agreement") by and between JPMorgan Chase Bank, National Association, one of its affiliated companies, or an entity for which it sells properties acquired through foreclosure or a deed-in-lieu of foreclosure ("Seller"), and Julene K. Krause ("Buyer"), whose current address is 51 Pioneer Rd, Kalspatt WI 54901 dated August 1, 2013 for the purchase of the property commonly known as 613 W. ARIZONA ST. KALSPATT the "Property". Unless otherwise provided in this Addendum, capitalized terms shall have the meanings ascribed to them in the Agreement.

1. BUYER'S INSPECTIONS. Buyer, at Buyer's sole expense, has made or will make, within five (5) business days of an accepted offer for the purchase of the Property, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition (including soil conditions and the existence of hazardous or toxic substances), habitability and value of the Property as well as conformance of the Property to applicable registration requirements, building codes and zoning ordinances, rules and regulations. Buyer also shall determine the use, marketability, feasibility and suitability of the Property for Buyer's intended uses and purposes. Consistent with the foregoing and notwithstanding the terms and provisions of the Agreement: (a) Buyer shall provide Seller at least forty-eight (48) hours' prior written notice of his/her/its election to conduct any such on-site inspections of the Property; and (b) Buyer shall not undertake any invasive testing procedures without Seller's prior written permission. If Buyer refuses or is unable to close the purchase of the Property, for any reason whatsoever, then Buyer, upon Seller's request, shall promptly deliver to Seller, at no cost to Seller, the originals of any and all tests, studies, reports and inspections, including, but without limitation, soil tests, topographical information, structural tests, engineering and economic feasibility studies or other similar preliminary work and thereafter, such tests, studies, reports and inspections shall become the sole property of Seller. BUYER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, CLAIM OR CAUSE OF ACTION SELLER MAY SUFFER OR INCUR AS A RESULT OF THE PRESENCE ON THE PROPERTY OF BUYER, BUYER'S AGENTS OR INDEPENDENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, (x) ANY AND ALL ATTORNEYS' FEES INCURRED BY SELLER AS A RESULT OF A CLAIM RELATING TO SUCH MATTERS, OR (y) ANY MECHANICS' OR MATERIALMEN'S LIENS IMPOSED AGAINST ALL OR ANY PORTION OF THE PROPERTY BY A PARTY CLAIMING TO BE PERFORMING OR TO HAVE PERFORMED AN INSPECTION, STUDY, TEST OR AUDIT ON BUYER'S BEHALF DURING THE TERM OF THE AGREEMENT.

2. "AS IS, WHERE IS, WITH ALL FAULTS". Buyer is aware of and acknowledges that Seller acquired the Property by way of foreclosure or acceptance of a deed-in-lieu of foreclosure. Accordingly, Seller does not have any personal knowledge of the condition of the Property, unless otherwise noted in paragraph 21 below. Buyer is further aware of, acknowledges and agrees that Seller is selling and Buyer is purchasing the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition without recourse, covenant, representation or warranty of any kind or nature, oral or written, express or implied, as to the condition of the Property. It is the right and responsibility of the Buyer to inspect the Property and Buyer must satisfy himself/herself/itself as to the condition of the Property and its intended uses. Additionally:

Buyer's initials JK Date 01 Aug 2013
Seller's initials JK Date 9/2/13

(a) BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY ON AN AS IS, WHERE IS, WITH ALL FAULTS BASIS, WITHOUT RECOURSE, COVENANT, REPRESENTATION, OR WARRANTY ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR WARRANTIES OF TITLE CONTAINED IN THE SPECIAL WARRANTY OR EQUIVALENT DEED (the "DEED") DELIVERED AT CLOSING. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR ACCEPTANCE OF A DEED-IN-LIEU OF FORECLOSURE AND, THEREFORE, HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO THE PROPERTY. THE PURCHASE PRICE IS A DISCOUNTED PURCHASE PRICE REPRESENTING THE FACT THAT THE PROPERTY IS BEING PURCHASED BY BUYER ON AN AS IS, WHERE IS, WITH ALL FAULTS BASIS. BUYER HEREBY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND PRIVILEGES ARISING OUT OF, WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER, AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

(b) WITHOUT LIMITING THE GENERAL PROVISIONS OF THE FOREGOING PARAGRAPH, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO (i) MATTERS OF TITLE, EXCEPT AS CONTAINED IN THIS ADDENDUM AND THE DEED TO BE DELIVERED TO BUYER AT CLOSING, (ii) ZONING, (iii) PROPERTY TAXES AND TAX CONSEQUENCES, (iv) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (v) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (vi) OPERATING HISTORY OR PROJECTIONS, (vii) VALUATION, (viii) GOVERNMENTAL APPROVALS, (ix) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER RELATING TO OR AFFECTING THE PROPERTY. THIS DISCLAIMER INCLUDES, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. BUYER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH BUYER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OR COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE PROPERTY MAY CONTAIN MECHANIC'S OR MATERIALMEN'S LIENS OR OTHER LIENS RESULTING FROM ALLEGED VIOLATIONS OF LOCAL ORDINANCES AND BUYER IS TAKING SUCH PROPERTY SUBJECT TO THOSE LIENS, WHICH MAY OR MAY NOT IMPACT BUYER'S ABILITY TO TRANSFER THE PROPERTY IN THE FUTURE. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OR THE STATE, CITY, COUNTY OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PROPERTY.

(c) EFFECTIVE UPON THE CLOSING OF THE SALE OF THE PROPERTY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY INDIVIDUAL AND ENTITY

Buyer's Initials JFK Date 01 Aug 2013
 Seller's Initials JT Date 9/22/13

AFFILIATED WITH SELLER, INCLUDING SELLER'S PARENT AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM, FROM ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES THAT BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY, CONDITIONS OF THE PROPERTY, OR ANY OTHER ASPECT OF THE PROPERTY, AS PART OF THE FOREGOING PROVISIONS OF THIS ADDENDUM. BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS THAT ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT BUYER NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON BUYER, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

(d) BUYER SHALL INDEMNIFY AND HOLD SELLER AND EVERY INDIVIDUAL ENTITY AFFILIATED WITH SELLER, INCLUDING SELLER'S PARENT AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS AND INDEPENDENT CONTRACTORS, PAST AND PRESENT, AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM, HARMLESS FROM ANY LIABILITY, LOSS, CLAIM, DEMAND, CAUSE OF ACTION, COST, DAMAGE OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS) THAT SELLER, SELLER'S PARENT AND AFFILIATES MAY SUSTAIN OR INCUR BY REASON OF OR IN CONNECTION WITH THE PROPERTY AND (i) ARISING FROM ACTS, OCCURRENCES OR MATTERS OF WHATEVER KIND OF NATURE THAT TAKE PLACE AFTER THE CLOSING DATE, (ii) RESULTING FROM OR IN ANY WAY CONNECTED WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, OR (iii) RESULTING FROM OR IN ANY WAY CONNECTED WITH ANY OTHER CONDITIONS OF THE PROPERTY.

(e) IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND PROVISIONS OF THIS SECTION 2 OF THIS ADDENDUM SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE DEED TO BE DELIVERED BY SELLER TO BUYER AT CLOSING.

3. INDEMNITY FOR LIEN CLAIMS. IT IS UNDERSTOOD AND AGREED THAT BUYER SHALL INDEMNIFY AND HOLD SELLER AND SELLER'S PARENT, AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, ATTORNEYS, AGENTS, AND INDEPENDENT CONTRACTORS, PAST AND PRESENT, AND THE SUCCESSORS OF EACH AND EVERY ONE OF THEM HARMLESS FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED IN ANY WAY TO ANY MECHANIC'S, MATERIALMEN'S OR OTHER LIENS IMPOSED ON OR AGAINST ALL OR ANY PORTION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, (A) ANY AND ALL CLAIMS ASSERTED BY THE TITLE COMPANY AGAINST SELLER FOR LOSSES OR DAMAGES ALLEGEDLY SUFFERED BY THE TITLE COMPANY IN CONNECTION WITH ANY MECHANIC'S, MATERIALMEN'S OR OTHER LIENS IMPOSED ON OR AGAINST ALL OR ANY PORTION OF THE PROPERTY AND (B) ALL ATTORNEYS' FEES INCURRED BY SELLER AS A RESULT OF A CLAIM RELATING TO SUCH MATTERS. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND PROVISIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

4. TOXIC DRYWALL AND MOLD.

(a) **Toxic Drywall.** Recent media reports indicate that there may be hazards associated with drywall, particularly drywall imported from China, which was installed in homes, primarily during the building material shortages that began in 2004 following the hurricanes in the southeastern United States (although some reports indicate earlier installation). Various reports have stated that some Chinese drywall products, and some domestically produced drywall made with synthetic gypsum, may cause the release of sulfur and other materials that may pose health risks. It is also reported that these fumes may cause air conditioning evaporator coils to corrode and fail as well as causing pipes and wiring to deteriorate. Many of these reports are available on the Internet and you are encouraged to review them. Additional

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important information can be found on the Florida Department of Health's website at www.doh.state.fl.us/Environment/community/indoor-air/drywall.html

Except as noted below, Seller represents that Seller does not have any knowledge of the presence of Chinese drywall or other toxic drywall at the Property or of any records pertaining to Chinese drywall or other toxic drywall being used at the Property:

Seller has not taken any steps to verify the existence or non-existence of toxic drywall at the Property. Buyer is advised to undertake any and all efforts that it deems appropriate to satisfy itself that the Property is not impacted by toxic drywall and appropriate for purchase by Buyer. Buyer acknowledges that neither Seller nor its agents have made any representations, oral or written, express or implied, other than as set forth in this Drywall Disclosure and Release, regarding the existence of toxic drywall at the Property.

(b) Mold. Molds, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold also has been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. If Seller obtained any report regarding Mold in or around the Property, Seller shall provide a copy of any such report to Buyer.

(c) BUYER HEREBY AGREES TO ASSUME ALL RISKS AND AGREES THAT SELLER AND ITS AFFILIATED COMPANIES, INCLUDING, WITHOUT LIMITATION, ITS PARENT, SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES OF EACH SUCH COMPANY, SHALL NOT BEAR ANY RESPONSIBILITY (FINANCIAL OR OTHERWISE) FOR ANY LOSS, DAMAGE, INJURY OR INCONVENIENCE SUSTAINED BY BUYER AS A RESULT OF TOXIC DRYWALL OR MOLD AT THE PROPERTY. BUYER HEREBY RELEASES AND HOLDS SELLER AND SELLER'S PARENT, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, ATTORNEYS, AGENTS, AND INDEPENDENT CONTRACTORS, PAST AND PRESENT, AND THE SUCCESSORS OF EACH AND EVERY ONE OF THEM, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, INJURIES, CAUSES OF ACTION, SUITS, AND DEMANDS WHATSOEVER THAT BUYER MAY HAVE, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO THE EXISTENCE OF CHINESE DRYWALL OR OTHER TOXIC DRYWALL OR ANY MOLD AT THE PROPERTY.

Buyer's initials JK Seller's Initials JTW

Buyer acknowledges that it has read and understood the terms of this Section 4

Buyer's initials JK Date 01 Aug 2013
Seller's Initials JTW Date 9/22/13

IPMorgan Check Bank National Association RED Seller's Addendum revised 12/12/11

5. SELLER'S OPTION TO TERMINATE AGREEMENT. In addition to any rights set forth in the Agreement, Seller shall have the right, in its sole discretion, to terminate the Agreement if:

(a) Seller is unable, or determines that it is not economically feasible, to give Buyer insurable title to the Property from a reputable title insurance company at regular rates;

(b) unforeseen judgments, liens or assessments result in negative sales proceeds to the Seller;

(c) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date (as defined in the Agreement), or the mortgage insurance company exercises its right to acquire title to the Property;

(d) any party having a right of redemption exercises such right, or informs Seller of such party's intent to exercise such right;

(e) full payment of any property, fire, or hazard insurance claim has not been confirmed prior to the Closing Date;

(f) any third party, including but not limited to, a tenant, condominium association or homeowner's association, exercises rights under a right of first refusal to purchase the Property;

(g) Seller is unable, or determines that it is not economically feasible, to obtain necessary documents, or consent to the sale, from a homeowner's association or cooperative corporation's board;

(h) Seller, in its sole discretion, determines that the sale of the Property to Buyer or any related transactions are in any way associated with illegal activity of any kind;

(i) Buyer is the former mortgagor of the Property whose interest was foreclosed/acquired by a deed-in-lieu of foreclosure, or is related to or affiliated in any way with the former mortgagor, and Buyer has not disclosed this fact to Seller in writing prior to Seller's acceptance of the Agreement;

(j) Buyer is not permitted to purchase the Property by reason of Section 14 below;

(k) a third party with rights related to the sale of the Property does not approve the sale terms;

(l) Seller, in its sole discretion, determines that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

(m) Buyer defaults or breaches any term of the Agreement or otherwise fails to perform all the obligations that Buyer is required to perform under the Agreement;

(n) there is a material misrepresentation by Buyer; or

(o) any unforeseen circumstances, whether closing related or otherwise, would prevent Seller from closing.

Buyer's Initials KL Date 9/16/13
 Seller's Initials JB Date 9/22/13

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If the Seller elects to terminate this Agreement as a result of any one or more of the Items described above, Seller shall return any deposit monies paid by Buyer to Buyer and the parties agree to cooperate in executing any documents necessary to cancel the Agreement and close any pending escrow.

6. PERSONAL PROPERTY. Items of personal property are not included in this sale. Seller does not make any representation or warranty, oral or written, express or implied, as to the condition of personal property, title to personal property or whether any personal property is encumbered by any lien. Any personal property on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after Buyer takes title to the Property. Buyer agrees that Seller shall not have any liability for any claim or loss Buyer may incur related to personal property. Buyer assumes sole responsibility for any personal property remaining on the Property after the closing of the sale transaction. There will not be any Bill of Sale provided at closing unless the Agreement specifically contemplates the purchase and sale of a manufactured home.

7. QUIT CLAIM OR SPECIAL WARRANTY DEED. Seller shall provide to Buyer at closing a Quitclaim Deed, Special Warranty Deed, or its local equivalent. Seller will not provide a Warranty Deed or General Warranty Deed. Notwithstanding the form of deed utilized, the Buyer acknowledges and agrees the only warranties Seller shall give to Buyer at closing are the following: (a) Seller has not conveyed the Property or any interest therein to any person other than Buyer, and (b) the Property is free from any encumbrances made by Seller or any person claiming under Seller.

8. NEW KEYS AND TRANSFER OF UTILITIES. Buyer acknowledges that the Property may be on a master key system or that third parties may be in possession of a key. Buyer is encouraged to re-key the Property or install new locks. Buyer shall hold Seller, its subsidiaries and affiliates, and the officers, directors, agents and affiliates of each such company harmless from any claims or damages of any nature related to unauthorized access to the Property or theft or damage that occurs after title to the Property is transferred to Buyer. Buyer shall be responsible for transferring of all utilities on the Property immediately after acquiring title to the Property.

9. BUYER'S SALE OF REAL ESTATE. Notwithstanding any provision of the Agreement, in no event shall the purchase and sale of the Property be contingent upon the sale of other real estate owned by Buyer.

10. OCCUPANCY; POSSESSION OF THE PROPERTY. Under no circumstances will Buyer be permitted to enter the Property for the purpose of making repairs or to occupy the Property prior to closing of the purchase transaction. Buyer's breach of this provision shall be cause, at the option of Seller, for termination of the Agreement. The delivery of possession shall be subject to the rights of any tenants or parties in possession.

11. CLOSING OF THE PURCHASE/SALE TRANSACTION; EXTENSION FEE. If the agreed upon date for the closing of the purchase/sale of the Property is extended at the request of Buyer and through no fault of Seller, Buyer shall pay Seller an extension fee of \$100.00 per day for each day of delay. This fee shall be paid upon Seller's agreement to the extension. It shall be non-refundable and it shall not be credit toward the purchase price of the Property.

12. TITLE INSURANCE/ESCROW OR SETTLEMENT SERVICES. Seller shall not require Buyer to purchase title insurance or escrow or settlement services from any particular individual, company or entity in violation of federal or state law.

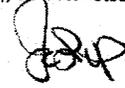
13. SURVEY. Seller recommends that Buyer obtain a survey of the Property at Buyer's sole cost and expense. If a survey is required to close the transaction, it will be the sole responsibility of Buyer to obtain a survey acceptable to the title company and Buyer's lender, at Buyer's expense.

Buyer's initials Date 09/16/13
Seller's initials JSTW Date 9/12/13

Participant: First Title, National Association of Realtors' Retail Addendum revised 12/12/11

permitted by the Agreement. The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successor and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to this Agreement.

21. CONDITION OF THE PROPERTY. Seller represents that Seller does not have any knowledge of the presence of material defects at the Property or of any records pertaining to material defects at the Property, except as noted below:



22. FURTHER ACTS. In addition to the acts recited in this Addendum and the Agreement to be performed by Seller and Buyer, Seller and Buyer shall perform, or cause to be performed, on or after Closing Date any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

23. NO RECORDING. Buyer shall not record the Agreement or this Addendum, or a memorandum of the Agreement or Addendum.

24. EFFECTIVE DATE. The Effective Date of the Agreement shall be the date the title or escrow company acknowledges its receipt of a fully executed version of the Agreement and the Earnest Money.

25. TIME IS OF THE ESSENCE. Time is of the essence in the Agreement and this Addendum. Strict compliance with the times for performance stated in the Agreement and this Addendum is required.

26. LEGALLY BINDING CONTRACT. This is a legally binding agreement. **THE PARTIES SHOULD READ IT CAREFULLY.** If the effect of any part of the Agreement or this Addendum is not understood, an attorney should be consulted BEFORE signing. Federal law may impose certain duties upon brokers, signatories, escrow agent, or settlement agent arising from this transaction generally and when any of the signatories is a foreign party or when certain amounts of U.S. Currency are received.

27. MISCELLANEOUS PROVISIONS. This Addendum and the Agreement are subject to the following provisions:

(a) Seller reserves the right to continue to offer the Property for sale and accept any offer at any time prior to mutual acceptance of the Agreement and this Addendum. The Seller's acceptance of another offer prior to executing the Agreement and this Addendum shall revoke any offer from Buyer;

(b) If the Agreement and Addendum between Buyer and Seller contain one or more contingencies, Seller reserves a right to continue to market the Property. At Seller's option, the Property will remain on the market and Seller has the right to solicit back up offers. If Seller receives an acceptable offer without any contingencies from a third party prior to the time all of Buyer's contingencies have been removed, Buyer will be given a five (5) calendar days' written notice by facsimile or e-mail stating that Buyer must remove all of Buyer's remaining contingencies within that time period or escrow will be cancelled. If at the conclusion of the five (5) calendar day period one or more of Buyer's contingencies remain, Buyer agrees that Buyer does not have any future right to purchase the Property and this transaction will be void. Seller and Buyer agree to execute any documents necessary to cancel the Agreement, close the escrow and release any Earnest Money deposit to Buyer;

Buyer's Initials JK Date 9/22/13

Seller's Initials BT Date 9/22/13

(c) Seller shall not pay for any home warranty contract or termite inspection report, and any corrective termite work shall be at the expense of the Buyer, unless otherwise required by applicable law; and

(d) The Agreement and this Addendum is not binding on Seller unless and until it is approved by Seller's management, the private mortgage insurance company and/or investor, if applicable.

28. BUYER'S VESTING INFORMATION. At closing, Buyer shall take title to the Property in the form indicated below (check the appropriate status and complete the name that will appear on the Deed):

	<u>Status</u>	<u>Name on Deed</u>
Individual	<u>X</u>	<u>Julene K Krause</u>
Joint Tenants	_____	_____
Tenants by the Entireties	_____	_____
Tenants in Common	_____	_____
Community Property	_____	_____
Entity	_____	_____
Other	_____	_____
Buyer's Marital Status	_____	_____

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum on the date opposite their name.

BUYER(S):

Julene K Krause
 Print Name: Julene K Krause

Date: 01 Aug 2013

Address: 171 Pioneer Road
Kalispell, MT 59901

Telephone No.: 406 212 3655

Facsimile No.: _____

E-mail Address: dancinghoosies@yahoo.com

In the event of loss, or damage to the land and/or improvement's either party may cancel the purchase agreement. Seller will not furnish any affidavit and/or indemnification agreement to the buyer, buyer's title insurer or any lender. Seller will not pay liquidated damages. Seller does not agree to arbitration for dispute resolution.

JDK

Date: _____

Print Name: _____

Buyer's Initials JCK Date 01 Aug 2013

Seller's Initials JDK Date 9/22/13

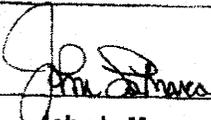
Address: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

SELLER:
JPMorgan Chase Bank, N.A.

By: 

Name: John LaMarca
Vice President

Title: _____

Date: 9/22/13

X Buyer's Initials JKK Date 09/22/13
Seller's Initials JSM Date 9/22/13

JPMorgan Chase Bank, National Association KFO Seller's Retail Addendum revised 12/17/11