

Form RD 1955-45 (Rev. 6-97) UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY

FORM APPROVED OMB NO. 0575-0172

Advice No. \_\_\_\_\_

**STANDARD SALES CONTRACT**  
**SALE OF REAL PROPERTY BY THE UNITED STATES**

- THE OFFER DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS \_\_\_\_\_ 19\_\_\_\_.
- THE UNITED STATES OF AMERICA, acting through the  Rural Housing Service;  Rural Utilities Service;  Rural Business-Cooperative Service;  Farm Service Agency, hereinafter referred to as the "Agency", as SELLER, agrees to sell to the PURCHASER named below, and said purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on pages 3 and 4 hereof which are incorporated and made part hereof.
- PROPERTY IDENTIFICATION. Street address, including ZIP code and county:  
  
Brief Legal Description:  
  
together with the appurtenances thereunto belonging.
- EARNEST MONEY DEPOSIT, \$ \_\_\_\_\_, (TO BE REFUNDED TO PURCHASER IF THIS OFFER REJECTED OR IF AGENCY CREDIT SALE IS NOT APPROVED)  TO BE REFUNDED TO PURCHASER AT CLOSING  TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE REFUNDED TO PURCHASER  TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE APPLIED TO THE PURCHASE PRICE.
- PRICE: \$ \_\_\_\_\_ CASH AT CLOSING; \$ \_\_\_\_\_, WITH BALANCE OF \$ \_\_\_\_\_ BY CREDIT SALE (SECURED BY MORTGAGE OR DEED OF TRUST) ACCEPTED BY AGENCY PROVIDING FOR EQUAL \_\_\_\_\_ INSTALLMENTS OF PRINCIPAL AND INTEREST AT THE AGENCY INTEREST RATE IN EFFECT AS SET FORTH IN RD INSTRUCTION 440.1 (AVAILABLE IN ANY AGENCY OFFICE) AT THE TIME THE APPLICANT IS NOTIFIED THE CREDIT SALE IS APPROVED  WITH ANY BALANCE OF THE LOAN TO BE PAID IN FULL NOT LATER THAN THE \_\_\_\_\_ ANNIVERSARY OF THE LOAN.
- CONTINGENCY. If a credit sale is indicated in paragraph 5 above, this contract is contingent upon the Agency approving a credit sale, satisfactory to and in the name of the following party(ies):
- CONVEYANCE. Title is to be taken in the following name and style:
- SIGNATURE. This contract is signed by one or more of those personally named in paragraph 6 or an authorized party or official of the legal entity named in paragraph 6 (called the Purchaser).
- OCCUPANCY. Purchaser will close with property  vacant; subject to  Purchaser's own occupancy only;  occupancy by other(s).
- THE PROPERTY DESCRIBED IN THIS CONTRACT  is  is not subject to taxation while owned by the Government. Taxes will be  paid in full  prorated in accordance with Item H, page 3 of form.
- DEED RESTRICTION. The property  is  is not subject to deed restrictions in accordance with Item O, page 3 of form.
- SPECIAL STIPULATIONS:
- The sale shall be closed at \_\_\_\_\_ within thirty (30) days after indication by the Seller of readiness to close, unless the parties otherwise agree in writing.  
Purchaser has signed this contract on the date shown in paragraph 1, above.

\_\_\_\_\_ ACCEPTED BY THE UNITED STATES OF AMERICA  
*Purchaser's Signature*  
Type or Print Purchaser's Name \_\_\_\_\_ (Signature)

\_\_\_\_\_ BY \_\_\_\_\_  
*Purchaser's Signature* (Type Name and Title of Official)

\_\_\_\_\_ (Agency)  
Type or Print Purchaser's Name \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE  
Date Accepted \_\_\_\_\_  
Type or Print Co-Signer's Name \_\_\_\_\_

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Used by appropriate Agency officials and real estate brokers to sell inventory property.

NOTE: For Rural Housing property which does not meet "Decent, Safe and Sanitary" (DSS) standards, see instructions for Item 20.

(see reverse)

- PROCEDURE FOR PREPARATION : RD Instruction 1955-C and RD HB-1-3550.
- PREPARED BY : Appropriate Agency official or Real Estate Broker.
- NUMBER OF COPIES : Original and three (original and four if sale is through Broker).
- SIGNATURES REQUIRED : Authorized Agency official, Purchaser and Broker.
- DISTRIBUTION OF COPIES : Original to Agency inventory property case folders. Copy retained by Purchaser and Broker at execution. Copy executed by Agency official to Purchaser and Broker after acceptance. Original to representative of Office of the General Counsel when required for return to State Office after closing of sale.

### INSTRUCTIONS FOR PREPARATION

1. (a) and (b) Self-explanatory.
3. (a) Self-explanatory.  
  
(b) Enter brief legal description, e.g., N 1/2 Lot 6 and S16 Lot 5, Block H, 2nd Addition to Holly Hill.  
If the description is too lengthy, it may be briefed provided the following language is added "as set out more particularly in the deed conveying the property to \_\_\_\_\_ dated \_\_\_\_\_ as recorded in Deed Book \_\_\_\_\_ Page(s) \_\_\_\_\_ on \_\_\_\_\_, 19 \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_" or "Full legal description of which is attached as Exhibit A and made a part hereof by reference."
4. (a) Enter earnest money deposit as follows:  
  
For Single Family Housing property and Multi-Family Housing Property of 2-4 units enter a minimum of \$50.00.  
  
For all other property, enter the estimated closing costs as found on the notice of real property for sale or 1/2 of 1 percent of the purchase price, which is GREATER.  
  
(b) Place an "x" in box if applicable.
5. (a) Enter sales price.  
  
(b) Enter "None" if property is 100 percent Agency financed. Enter same amount as item 5(a) for cash sale. Enter appropriate amount if less than 100 percent financed and not a cash sale.  
  
(c) Enter credit sale Agency loan amount. Enter "None" for cash sale. Do not enter subsequent loan amount(s) for repair only.  
  
(d) Enter "monthly" or "annual" as appropriate.  
  
(e) Place an "x" in appropriate box if applicable, i.e., where a balloon payment of the balance is to be made prior to the total amortization of the loan.
6. Enter the name of the person(s) or legal entity who/which will execute the note.
7. Specify the name or names of the Purchaser(s), the marital status or other identification if required by law, the style such as "tenants by the entireties," etc., all exactly as required by the Purchaser(s) in the deed to be given by the Agency. Initials alone are not sufficient. Show the given names or legal entity of each Purchaser.
9. Describe the occupancy agreement as related to the requirements at closing by an "x" in the appropriate box or boxes.
- 10 and 11 Place an "x" in the appropriate box.

12. This space is used to enter special situations or conditions of the agreement which are not covered elsewhere, e.g., "Government to terminate lease or management agreement of premises upon acceptance of credit sale," "Purchaser to assume Federal Land Bank loan in the original principal amount of \$5,000, bearing interest at 8 per annum on unpaid balance of approximately \$7,200.00," "Price includes approximately 60 acres of corn on subject property if contract is closed prior to October 1, 1981," "Price excludes 50 acres of potatoes on subject property which Purchaser shall allow leasee, Mr. John B. Johnson, to harvest not later than December 15, 1982," "Included in sale price is chattel property listed at Exhibit B hereto and made a part hereof by reference which shall be secured by a Financing Statement and Security Agreement in accordance with the Uniform Commercial Code," or "subject to use restrictions as stipulated in Exhibit B, attached hereto and made a part hereof by reference."
13. Insert the address of the agreed place of closing.
14. Insert the date accepted by the Agency (date signed by Agency official.)
15. The original must be signed by one or more of these named in (m) and the Cosigner but need not be signed by all those named in (m) unless required by Agency regulations.
16. Signed by authorized Agency official. (If otherwise acceptable, the official should sign prior to processing credit sale.)
17. Title of authorized Agency official.

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**BROKER'S CERTIFICATION (IF SOLD THROUGH A REAL ESTATE BROKER)**

The undersigned Broker certifies that neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of race, color, religion, sex, age, handicap, national origin or marital status. The undersigned further acknowledges that no commission, as stated on the notice of real property for sale shall be due or earned until and unless this contract is closed and title has passed to the purchaser herein. Earned commissions will be paid in cash at closing and passing of title only where sufficient cash to cover the commission is paid by purchaser; otherwise commission is paid by the Agency in approximately four weeks after closing.

**NOTE: The broker must sign this certification.**

_____	_____
	<i>(Broker's Signature)</i>
_____	_____
Broker's Social Security or Employer Identification No.	<i>(Type or Print Name of Broker)</i>
	_____
	<i>(Co-Broker Signature, if applicable)</i>
_____	_____
Co-Broker's Social Security or Employer Identification No.	<i>(Type or Print Name of any Co-Broker)</i>

18. Broker enters appropriate number if property is being sold through a broker/co-broker.
19. Broker, and co-broker if applicable, sign and enter their typed or printed names. (Note- An agent is **not** authorized to sign for the broker.)

**PAGE 3 OF FORM RD 1955-45**

**THE FOLLOWING CONDITIONS OF SALE ARE AGREED TO BY PURCHASER AND  
SELLER BEING THE CONDITIONS OF SALE REFERRED TO IN PARAGRAPH 2, PAGE 1**

**GENERAL - APPLICABLE TO ALL CONTRACTS EXCEPT AS MODIFIED BY PRIOR PARAGRAPHS**

- A. Earnest Money Deposit. The earnest money deposit, shall be in the amount set forth in Agency regulations (7 CFR, Part 1955, Subpart C or 7 CFR Part 3550, as appropriate).
- B. Deed to the Property. Within thirty (30) days after acceptance of the contract or removal of the contingency of Paragraph 6, page 1 (if applicable), whichever occurs last, the Government shall prepare for the purchaser a quitclaim deed to the property for delivery at the closing. The closing shall occur within thirty (30) days after the Government notifies the purchaser that the sale is ready to be closed. If a credit sale has been approved, the Government will also provide the required promissory note and security instruments. The purchaser shall deliver the executed promissory note and security instruments to the Government at the closing. If the contingency in Paragraph 6 is applicable and the Government disapproves the purchaser's credit, the purchaser shall be notified of the disapproval of credit and the contract shall terminate.
- C. Encumbrances or Defects. If the purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the purchaser may, if the encumbrance or title defect affects the marketability of the title, rescind purchaser's purchase obligation and recover all amounts paid by purchaser to the Government on account of the purchase price. However, neither the purchaser nor parties claiming under purchaser shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrance or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated on Exhibit A, is submitted by the purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the purchaser and any parties claiming under purchaser shall be forever barred from asserting them against the Government.
- D. Abstracts or Title Evidence. The Government is not obligated to furnish any abstracts or other title evidence but will permit purchaser to inspect its title papers at a place selected by, and at no expense to, the Government.
- E. Accepting the Property. The purchaser agrees to accept the property as is, in its present condition. No warranty is given on the condition of the property.
- F. Loss or Damage to Property. If, through no fault of either party, the property is lost or damaged as a result of fire, vandalism or an act of God between the time of acceptance of the offer and the time the title of the property is conveyed by the Agency, the Agency will reappraise the property. The reappraised value of the property will serve as the amount the Agency will accept from the purchaser. However, if the actual loss, based on reduction in market value as determined by the Agency is less than \$500, payment of the full purchase price is required. In the event the two parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate the contract of sale, and the earnest money will be returned to the offeror.
- G. Possession Rights. The purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property as indicated in Paragraph 9, page 1.
- H. Payment of Taxes. If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.
- I. Mineral Rights. The Government will convey to the purchaser all mineral rights to which it has title.
- J. Liquidated Damages. If the purchaser fails to comply with any of the terms or conditions hereof, the Government, by mailing notice in writing, may terminate the contract for sale. The earnest money deposit shall be retained by the Government as full liquidated damages except where failure to close is due to non-approval of credit.
- K. Representation Regarding Property. Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein. The Government makes no warranties or representations not set forth in writing herein concerning the condition of title or the permissible uses of the property.
- L. Member of Congress. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract of which these conditions form a part, or to any benefit that may arise therefrom.
- M. Subject to Agency Regulations. All offers and resulting contracts shall be subject to the regulations of the Agency, now or hereafter in effect.
- N. Documentary Stamps. The purchaser will be required to purchase and place upon the deed the necessary documentary stamps.

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- O. Deed Restrictions (If Applicable). This property contains a dwelling unit or units which the Agency has deemed to be inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed to the purchaser will contain a covenant binding the purchasers and the property which will restrict the residential unit(s) on the property from being used for residential occupancy until such time as the dwelling unit(s) is (are) structurally sound and habitable, has a potable water supply, has functionally adequate, safe, and operable heating, plumbing, electrical and sewage disposal systems, and meets the Thermal Performance Standards as outlined in Exhibit D, 7 CFR Part 1924, Subpart A, which are the Agency requirements for a residential unit(s) to meet decent, safe, and sanitary standards. This restriction is required by Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. § 1480(e).
- P. Entire Agreement. This contract contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

**APPLICABLE TO CREDIT SALES (LOANS BY THE AGENCY) ONLY**

- Q. Purchaser Financial Information. The purchaser will submit financial information upon request of the Government within 30 days of such request.
- R. Security Instruments. Upon closing all deeds and mortgages or other security instruments incident to the sale shall be on Agency forms and shall immediately be filed for record by the Agency at the expense of purchaser.
- S. Insurance. To protect the Government's security in any buildings and appurtenances, the purchaser shall carry insurance against loss by fire, windstorm, flood and any other hazards required by the Government. The insurance shall be in an amount and form, and with an insurer, satisfactory to the Government. The original policy with evidence of premium payment shall be delivered to the Government at the time of delivery of the quitclaim deed to the purchaser.
- T. Prepayment. The purchaser may pay at any time all or part of the unpaid balance of the purchase price with no prepayment penalty. *(For Multiple Family Housing sales only, the purchaser may be subject to prepayment restrictions of Section 502(c) of the Housing Act of 1949, 42 U.S. C. §1472(c)*

20. (Item O of "General Conditions" on Page 4 of the form). If the property does not meet "Decent, Safe and Sanitary" (DSS) standards, the following instructions will be followed:

*Insert an asterisk after the preprinted language and at the bottom of the page, add the following language: "See Form RD 1955-44, 'Notice of Residential Occupancy Restriction' which is attached hereto and made a part hereof."*

After this language is added, the preprinted language on the form may be crossed-out by the purchaser if so desired. Any cross-outs should be initialed by the purchaser and the Agency official.