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## CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this [day] [month], [year]

BETWEEN:

Crestline Capital LLC of 1000 Brickell Avenue Suite 715, Miami, FL

33131, USA (the "Seller")

OF THE FIRST PART

AND

[Buyer's full legal name] of [buyer's full primary residence address]

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

### SALE OF PROPERTY

1. On the [xx]th day of [month], [year], the Seller, for and in consideration of the sum of [\$0,000.00], does hereby convey and grant with warranty covenants to the Purchaser the following land and property, together with all improvements located on the property:

Parcel # [0000-00000-0000] located at [property's full address] ([Coordinates: 00.0000000, -00.0000000]), Legal Description: [legal description]

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## PURCHASE PRICE

2. The purchase price (the "Purchase Price") of the Premises is [\$0,000.00]. The Purchaser agrees to pay [\$000.00] by [month] [day], [year] and the balance of the Purchase Price being payable in monthly installments of [\$000.00], due on last business day of each month, beginning on [month] [day], [year], until the Purchase Price is paid in full.

## INTEREST CHARGES

3. Interest of 0% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

## LUMP SUM PAYMENTS

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

## PROPERTY TAXES AND ASSESSMENTS

5. For the duration of this Agreement, the **Seller** will be responsible for all taxes and assessments levied against the Premises.

## PURCHASER'S DEFAULT

6. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14-day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
7. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of

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the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.

8. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
9. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

#### **SELLER'S RIGHT TO REINSTATE AGREEMENT AFTER DEFAULT**

10. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:
  - (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
  - (ii) cure any defaults that have occurred; and
  - (iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
11. All payments made under the preceding provision must be made in a form acceptable to both parties.

#### **ASSIGNMENT OR SALE OF THE PREMISES**

12. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

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## DEED AND EVIDENCE OF TITLE

13. Upon the end of this contract, assuming the payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to transfer the ownership of the property to the Purchaser, free and clear of all liens and encumbrances.

## DISCLOSURE REQUIREMENTS

14. The Purchaser and the Seller shall make all disclosures required by law.

## NOTICES

15. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

**[Buyer's full legal name]** of **[buyer's full primary residence address]**

If to the Seller:

Crestline Capital LLC of 1000 Brickell Avenue Suite 715, Miami FL, 33131

## CHARGES FOR LATE PAYMENT

16. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$5.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

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**SECURITY**

17. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

**TIME OF THE ESSENCE**

18. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

**ATTORNEY FEES**

19. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

**ENTIRE AGREEMENT**

20. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

**AMENDMENTS**

21. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

**WAIVERS**

22. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

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## **SEVERABILITY**

23. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Arkansas (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
24. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

## **INTERPRETATION**

25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **JOINT AND SEVERAL LIABILITY**

26. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

## **HEIRS AND ASSIGNS**

27. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 18th day of, September 2023.

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Crestline Capital LLC

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**[Buyer's full legal name]**

**SELLER ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Crestline Capital LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)



**PURCHASER ACKNOWLEDGMENT**

STATE OF ARKANSAS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared [first name] [last name], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_