

## REQUIRED INFORMATION FOR CLOSING

Transaction Information:

Sales Price	Property Address	Closing Date
249,900	658 E Loucks Sheridan WY	8/24/21

Seller Information:

Palmer B12 4

Seller	Q Contruction LLC, Julio Quintana, Manager	
We will prepare the Deed? YES		
Notes		

Buyer Information:

Buyer	Douglas E Heady, StarrLee Heady, husband and wife	
Will buyer attend closing?		
Notes		

Lender Information:

Lender	First Northern Bank	Contact:
Address		Phone :

Broker Information:

Listing Office	CENTURY 21 BHJ Realty, Inc	Agent: Marie Lowe
		Phone: 672-5838
Selling Office	CENTURY 21 BHJ Realty, Inc	Agent: Reed Stoll
		Phone:
Commission %	Listing Agent: C21_3_% Buyer Agent: C21_2_%	
Notes:		

PLEASE ATTACH COPY OF: CONTRACT, MORTGAGE PAYOFF AUTHORIZATION  
AND ANY BILLS TO BE PAID AT CLOSING. THANKYOU

COUNTER OFFER

COUNTER OFFER # ONE (1, 2, 3, etc.)

**THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS. THE CHANGES TO THE TERMS AND CONDITIONS LISTED BELOW ALONG WITH ANY ATTACHED CONTRACT TO BUY & SELL REAL ESTATE AND/OR ADDENDUMS ARE CONSIDERED A NEW OFFER AND ALL PREVIOUS OFFERS AND COUNTER OFFERS ARE NOT AVAILABLE FOR FUTURE ACCEPTANCE.**

**THIS IS A LEGALLY BINDING DOCUMENT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

To the extent the terms of this Counter Offer modifies or conflicts with any provisions of the Contract to Buy and Sell Real Estate and all prior Counter Offer (s), the terms in this Counter Offer shall control. All other terms of the attached Contract to Buy and Sell Real Estate and all prior Counter Offer(s) not modified by this Counter Offer shall remain the same.

This is a Counter Offer to the Contract to Buy and Sell Real Estate, dated June 10, 2021 pertaining to:

ADDRESS:

658 E Loucks St, Sheridan, WY 82801-4411

LEGAL DESCRIPTION:

PALMER BLOCK 12 LOT 01 (25X124) TOTAL SQ FT=3,100

BUYER:

Douglas E. Heady and StarrLee Heady

SELLER:

Q Construction LLC, Julio Quintana, Manager

☒ This is a **SELLER** counter offer. The Seller reserves the right to continue to offer the Property described in the attached Contract to Buy and Sell Real Estate for sale. Seller may accept any other offer until the original, a copy or facsimile of this Counter Offer, duly accepted and signed by Buyer, has been delivered in writing to the Seller or Seller's Agent within the time frame specified herein.

☐ This is a **BUYER** counter offer. The undersigned BUYER reserves the right to withdraw this counter offer until the original, a copy or facsimile of this Counter Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or Buyer's Agent within the time frame specified herein.

The parties accept all of the terms and conditions in the attached Contract to Buy and Sell Real Estate and all attached Counter Offers with the following changes:

**Ref. X. Inspection by Buyer**

Inspection deadline to be July 27, 2021

Resolution Deadline to be July 30, 2021

All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller and/or any Brokers which modify the terms and conditions of this Counter Offer and the attached Contract to Buy and Sell Real Estate. **Buyer and Seller acknowledge the terms contained in Section II and Section III of the Contract to Buy and Sell Real Estate may change if the purchase price is changed as part of this Counter Offer.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Contract to Buy and Sell Real Estate.

56 This Counteroffer shall expire on or before July 9, 2021 at 7 ☐ A.M. ☒ P.M.  
 57 Additionally, the undersigned Buyer/Seller reserves the right to withdraw this Counteroffer until the original, a copy, electronic  
 58 transmission or facsimile of this Counteroffer, duly accepted and signed by Seller/Buyer, has been delivered in writing to the  
 59 Buyer/Seller or Broker working with Buyer/Seller prior to the expiration date and time above.

60  
 61 Buyer/Seller Julio Quintana, Manager 07-08-2021 3:18 PM MDT  
 62 Q Construction LLC, Julio Quintana, Manager Date Time

63 Buyer/Seller \_\_\_\_\_ Date Time

64 Buyer/Seller \_\_\_\_\_ Date Time

65 Buyer/Seller \_\_\_\_\_ Date Time

66 Buyer/Seller \_\_\_\_\_ Date Time

67 Buyer/Seller \_\_\_\_\_ Date Time

68 This Counter Offer was received by me as Seller/Buyer on 07-08-2021 5:15 PM MDT at \_\_\_\_\_ ☐ a.m. ☐ p.m.  
 69  
 70  
 71  
 72  
 73  
 74  
 75 (Initials of Buyer/Seller) DH SA

76 **Buyer or Seller Acceptance of Counter Offer**

77  
 78 The undersigned Buyer/Seller accepts the foregoing Counter Offer on 07-08-2021 5:19 PM MDT at \_\_\_\_\_ ☐ a.m. ☐ p.m.

79  
 80 Buyer/Seller Stanley Healy 07-08-2021 5:19 PM MDT  
 81 Date Time

82 Buyer/Seller Douglas Hardy 07-08-2021 5:15 PM MDT  
 83 Date Time

84 Buyer/Seller \_\_\_\_\_ Date Time

85 Buyer/Seller \_\_\_\_\_ Date Time

86 Buyer/Seller \_\_\_\_\_ Date Time

87 Buyer/Seller \_\_\_\_\_ Date Time

88 Buyer/Seller \_\_\_\_\_ Date Time

89 Buyer/Seller \_\_\_\_\_ Date Time

90 Buyer/Seller \_\_\_\_\_ Date Time

91  
 92 **Buyer or Seller Rejects this Counter Offer**

93  
 94 The Counter Offer is hereby rejected on \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m.

95  
 96 Buyer/Seller \_\_\_\_\_ Date Time

97 Buyer/Seller \_\_\_\_\_ Date Time

98 Buyer/Seller \_\_\_\_\_ Date Time

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102 Buyer/Seller \_\_\_\_\_ Date Time

103 Buyer/Seller \_\_\_\_\_ Date Time

104 Buyer/Seller \_\_\_\_\_ Date Time

105  
 106 If this Counteroffer is rejected and the rejection is not signed by the Buyer/Seller above, then this Counteroffer was rejected by  
 107 oral notification to Broker on \_\_\_\_\_ and Buyer/Seller (check one) ☐ authorized rejection or ☐ refused to execute  
 108 written rejection.  
 109  
 110

## ADDENDUM

PROPERTY: 658 E Loucks St, Sheridan, WY 82801-4411

**1) Additional Provisions**

required by an Appraiser or Lender may not occur within the timeframe described in Section XI.  
Seller agrees to allow Appraisers or Lenders to perform inspection. Buyer shall provide a copy of  
the written reports of Lender or Appraiser inspections and repair requirements to the Seller  
immediately upon receipt. If Buyer and Seller cannot agree on said repairs this contract is voidable  
at the option of the Buyer with the Earnest Money returned to the Buyer if Buyer voids the contract.

**8) Per State Statute 33-28-111 Broker hereby acknowledges that it is the responsible broker for**  
**CENTURY 21 BHJ Realty, Inc and BHJ Property Management LLC.**

**9) Upon mutual acceptance of this offer, Seller will provide Buyer with any and all information**  
**and/or receipts pertaining to the repair to the foundation wall, if any documentation is available.**

Date: 07-07-2021 6:02 PM MDT

Douglas Realty  
Signature

Date: 07-07-2021 6:03 PM MDT

Starr Lee Realty  
Signature

Date: 07-08-2021 3:18 PM MDT

Julio Quintana, Manager  
Signature

Date: \_\_\_\_\_

Signature

### Addendum

**CONTRACT TO BUY AND SELL REAL ESTATE  
(RESIDENTIAL)**

- 1 **I. OFFER TO PURCHASE** dated July 7, 2021, from  
 2 Douglas E Heady & StarrLee Heady  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_ ("Buyer"), to  
 5 Q Construction LLC  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 ("Seller"). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the  
 9 following described real estate situated in the City or Town of Sheridan, County of  
 10 Sheridan, Wyoming, commonly known as: 658 E Loucks St, Sheridan, WY 82801-4411  
 11 \_\_\_\_\_ and more particularly described as:  
 12 PALMER BLOCK 12 LOT 01 (25 X 124) TOTAL SQ FT = 3,100  
 13 with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the  
 14 premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all  
 15 personal property described herein (herein after "Property").
- 16 **II. EARNEST MONEY.** Buyer delivers \$ 2,000.00 in the form of Personal Check  
 17 \_\_\_\_\_ to Broker working with the Buyer,  
 18 CENTURY 21 BHJ Realty, Inc. (Selling Brokerage Firm Name),  
 19 (select one):  
 20 ☐ Herewith, which Broker working with the Buyer acknowledges having received, or  
 21 ☒ No later than 4 Business Days after mutual acceptance hereof (said funds to be delivered to Listing  
 22 Brokerage Firm or Closing Agent by the close of the next Business day from receipt of Buyer (if funds are sent directly to  
 23 closing agent, Broker working with Buyer shall send notice to Listing Brokerage Firm concurrent with such transfer)).  
 24 If earnest money is delivered to Listing Brokerage Firm, CENTURY 21 BHJ Realty, Inc., it shall  
 25 deposit such funds (in its trust account) ~~or (in an appropriate trust account with \_\_\_\_\_~~  
 26 ~~as Closing Agent).~~ The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day following  
 27 its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest  
 28 money deposit is not received as described in this section, this contract shall be voidable by Seller, at Seller's sole discretion,  
 29 upon written notice from Seller to Buyer or Buyer's Agent within two (2) Business Days after the earnest money deposit was  
 30 due under this section. Listing Brokerage Firm or Closing Agent shall not disburse such deposit until funds have cleared the  
 31 bank(s) and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing  
 32 regarding disbursement of such funds pursuant to Wyoming Statute § 33-28-122(f).
- 33 **III. PURCHASE TERMS.** Buyer agrees to buy the above-described property upon the following terms and conditions and for a  
 34 purchase price of (\$ 249,900.00 )  
 35 Two Hundred Forty-Nine Thousand, Nine Hundred  
 36 Dollars payable as follows:  
 37 \$ 2,000.00 earnest money deposit; and at least  
 38 \$ 190,900.00 by obtaining a new loan ; and/or  
 39 \$ \_\_\_\_\_ note and mortgage to Seller (see Owner/Seller Financing Addendum attached hereto);  
 40 and/or  
 41 \$ \_\_\_\_\_ (other) \_\_\_\_\_ ; and/or  
 42 \$ 57,000.00 (approximate) balance of purchase price to be paid in collected, certified or immediately  
 43 available funds acceptable to the closing firm.
- 44 **IV. FINANCING.**  
 45 ☒ This Purchase is contingent on Financing. See Additional Provisions  
 46 ☐ This purchase is all cash and not contingent on financing, proof of funds to be provided to Seller within  
 47 \_\_\_\_\_ Business Days.  
 48 ☐ Other: See Additional Provisions.
- 49 **V. CLOSING COSTS.**  
 50 A. Buyer shall pay the following loan and closing costs in collected, certified or available funds acceptable to the Closing  
 51 Agent at closing, or on the date specified by lender:  
 52 1. Loan origination fee, discount points, credit report, survey, appraisal, certificate of location, if required, inspections  
 53 and/or certification;

1. Recording fee for any mortgage releases, deed preparation and Owner's title insurance policy;  
2. Other: **PUT SELLER CLOSING COSTS, PREPAIDS AND/OR REPAIRS HERE, IF ANY - DO NOT USE A PERCENTAGE- USE ACTUAL \$ AMOUNT.**

D. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed to the extent due and payable on or before closing shall be paid by Seller. Any such installments becoming due after closing shall be paid by the Buyer in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ for a period of \_\_\_\_\_.

Price shall include all fixtures currently on premises with the following fixture exceptions: Fridge, oven/range,  
dishwasher, washer & dryer

B. Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment to Buyer no later than 14 Business Days after mutual acceptance of this Contract, and deliver the policy to Buyer without reasonable delay after closing and pay the premium thereon at the time of closing. Buyer, within 10 Business Days of receipt of the title insurance commitment and exceptions, encroachments, covenants, and/or easements identified therein shall identify and provide to the Seller, in writing, notice of any title defects which Buyer is requesting and/or requiring to be addressed before closing as well as written notice that Buyer does not deem the Property acceptable under the encumbrances set forth in the title insurance commitment or Buyer deems title unsatisfactory. Buyer shall pay for any Mortgagee's title policy and any endorsements or extended survey coverage required by Lender or Buyer.

Deed, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional encumbrances which shall NOT be released or discharged at closing: **To be provided with title commitment, if any.**

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- E. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion is owned by the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments and all related benefits. Unless previously separated through a recorded reservation of the mineral rights, the Property being conveyed consists of both estates. If the Mineral Estate is owned by Seller, the Seller will convey the Mineral Estate as part of this transaction unless specifically reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving any portion of the Mineral Estate, such reservation must be included in the Deed. If the Mineral Estate has been previously separated from the Surface Estate, third parties may have rights to enter and use the surface of the property in the testing, exploration and production of the underlying minerals. The title insurance policy does not provide information on whether the mineral estate and/or any water rights or any portion thereof has been reserved and severed from the surface estate. Buyer is advised to timely consult legal counsel, prior to the termination of the review set forth in VII B above, with respect to such matters, including any water rights associated with the Property.
- F. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified. Other than the defects submitted to the Seller in writing pursuant to VII. B. above, or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

#### VIII. CLOSING AND POSSESSION.

- A. Closing shall occur on August 24, 2021 or --- business days after full acceptance of this Contract, or as otherwise mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer the Property for sale, on and subject to the following requirement. Seller must notify any other prospective buyer that this Contract has been previously signed and it is in full force and effect. Any other Contract accepted by Seller must contain a provision that the offer is subject to and junior in right to this Contract. Furthermore, the Seller must notify the Buyer in the first position that the seller has accepted a backup offer.
- B. Possession shall be delivered to Buyer on Time/Date of Closing, ----- ☐ a.m. ☐ p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer. This remedy is in addition to any other remedies Buyer may have.
- C. Walkthrough(s). Seller grants Buyer and Buyer's Inspector(s) reasonable access to conduct walkthrough(s) of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and that the Property is in substantially the same condition as of the date of contract Acceptance, reasonable wear and tear excluded. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defect(s) that could have been discovered. All walkthrough(s) must be completed on or before the day of Closing. This walkthrough shall not be a contingency of sale. This paragraph does not supersede, exclude or replace the Risk of Loss section of this Contract.
- D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

#### IX. CONDITION OF PROPERTY.

- A. Seller represents that upon execution of this Contract:
1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except: None known

**NOTE:** Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county, and/or state or retain a firm with specialized expertise to investigate the issue.

2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted, unless otherwise agreed in this Contract.
3. Property Disclosure. *(Check One)*
  - ☐ A. The Buyer has received the property condition as stated in the Property Disclosure, a complete copy of which is attached hereto and incorporated herein by this reference.
  - ☒ B. The Buyer has not received a copy of the Property Disclosure at the time of the offer.

**B. Buyer acknowledges and agrees that, upon execution of this Contract:**

1. Buyer is not relying upon any representations of Seller or any Real Estate Licensees involved in this transaction or representatives as to any condition which Buyer deems to be material to Buyer's decision to purchase this property; and
2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, air quality (such as mold), environmental (such as radon and lead-based paint) and/or professional home inspection services regarding this purchase.
3. **SQUARE FOOTAGE/ACREAGE VERIFICATION:** Buyer is aware that any reference to square footage or acreage of the real property or improvements is approximate. If square footage or acreage is material to the Buyer, it must be verified during the inspection period.

**X. INSPECTIONS BY BUYER.**

A. Buyer may obtain, at no expense to Seller, electrical, mechanical, structural, pest, air quality (such as mold), environmental (such as radon or lead-based paint-see attached Addendum), and/or other inspections of the Property by Buyer or Buyer's inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer shall not be liable to Seller for any damage due to the discovery of any pre-existing conditions. Buyer, or designee, shall have the right to make any inspections of the physical condition of the Property at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice on the Inspection Contingency Notice, signed by Buyer on or before August 5, 2021, 6:00 ☐ a.m. ☐ p.m. or --- Business Days from mutual acceptance of this Contract (Objection Deadline) of any defects(s) identified by Buyer or Buyer's inspectors or engineers that Buyer is requesting to be repaired, the physical condition of the property shall be deemed to be satisfactory to Buyer.

B. If Buyer's inspectors have identified and/or require any repairs of the Property before the Objection Deadline set out above, Buyer and Seller agree that if Buyer, at Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller the Inspection Contingency Notice setting forth the items disapproved and state in the notice that Buyer elects to either:

1. Immediately void this Contract under the Termination Provision and all Earnest Money shall be released to Buyer pursuant to Wyoming Statute § 33-28-122(f).; or
2. Provide the Seller the opportunity to correct the items disapproved, in which case Buyer and Seller shall agree on repairs and Seller's responsibility for said repairs.

If the parties are unable to agree on payment of additional costs and/or the repairs, this contract shall be voidable at the sole option of Buyer, upon written notice to Seller no later than August 12, 2021, 6:00 ☐ a.m. ☒ p.m. or --- Business Days from Objection Deadline (Resolution Deadline). If not voided by the Buyer, Buyer acknowledges sole responsibility for the additional repairs. If Seller's response to the requested payment and repairs is not received by Buyer or Buyer's licensee at least 24 hours prior to the Resolution Deadline, the Resolution Deadline shall automatically extend for a period of two (2) Business Days from the Resolution Deadline. With the exception of the agreed upon repairs, the Buyer accepts the Property "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

3. If Buyer elects to void the contract, the earnest money deposit shall be returned to Buyer pursuant to W.S. § 33-28-122(f).

C. **Waiver of Defects.** Buyer acknowledges that Buyer has been given ample opportunity to inspect the property. Other than repairs or defects submitted to the Seller in writing pursuant to this Contract, or in the event no repairs or inspections are required by Buyer, Buyer accepts the Property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

**XI. INSURANCE.**

Buyer hereby acknowledges that Buyer has been advised to investigate, research and obtain a written commitment for adequate property and liability insurance prior to closing.

**XII. RISK OF LOSS.**

Risk of loss shall remain with Seller until delivery of deed. In the event that the premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds associated with the damage to the Property but not for any Personal Property or Fixtures not included in this transaction.

**XIII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.**

A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this contract as breached and recover such damages as may be proper, or may treat this contract as being in full force and effect and require specific performance of the items hereof. In lieu of the remedy provided above to Seller



if Buyer is the defaulting party, Seller may elect to terminate the Contract and retain all payments made hereunder as liquidated damages, such amount being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.

B. In the event that any party shall be in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees and costs and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

C. Seller and Buyer agree that in the event of any controversy regarding earnest money held by Broker and/or Closing Agent, unless Broker and/or Closing Agent received written instructions from both Buyer and Seller as set forth in Wyoming Statutes 33-28-122(f) regarding disposition of the earnest money, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or may interplead all parties and deposit the earnest money deposit into a court of competent jurisdiction. Broker and/or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interplead funds or things of value.

#### XIV. ADDITIONAL PROVISIONS.

1) This offer is contingent upon subject property appraising for at least the purchase price; and in the event property does not appraise for purchase price and Seller will not reduce the price to the appraisal value, Buyer has the option of declaring this offer null and void and receiving Buyer's earnest money back in full with no further recourse by either party.

2) If a new loan is to be obtained, describe and add special terms, if any:

Conventional

Said loan to be amortized for a period of 30 years at an initial interest rate not to exceed

4 % per annum.

1. If Buyer agrees to accept and can qualify for terms other than the above loan, the approval of Seller shall not be required, provided Seller incurs no additional expense as a result thereof.

3) If a new loan is to be applied for or the existing loan is to be assumed by Buyer, Buyer agrees to:

A. Complete and tender the loan or assumption application to lender within 5 banking days following Seller's acceptance of this offer. If applicable, Buyer also agrees to cooperate with lender and complete any required steps in conjunction with a credit report and appraisal.

B. Buyer shall provide a pre-qualification letter by the close of business day on July 9, 2021.

"Pre-Qualification" means that a loan application has been made, and a preliminary loan commitment has been obtained from a Wyoming licensed mortgage lender/broker or a person or agency listed in W.S. § 40-23-105 who states that a Credit Report has been obtained and reviewed. Furthermore, the letter must state that on the basis of this review, the mortgage financing for the amount sufficient to purchase the property should be available.

C. Complete and promptly tender to Lender any and all documents and other information required to process the application;

D. Not withdraw the assumption or loan application or intentionally cause any change in circumstances which would prejudice such application; accept the assumption or loan if approved by Lender at above-stated terms and conditions.

E. In the event that Buyer, after having complied with the requirements set forth in A through D above, fails to qualify for such financing and provides Seller with a written letter of declination by Lender, this Contract shall be voidable at the option of Buyer or Seller, by sending written notice to Seller. If voided by Buyer or Seller pursuant to this clause, the earnest money deposit receipted for above shall be returned to Buyer subject to the requirements of Section II of this Contract and this Contract shall terminate.

4) The price shall also include the following personal property items currently on premises (Personal Property shall be transferred with a sufficient Bill of Sale): Fridge, range/oven, washer & dryer, dishwasher

6) Title shall be conveyed to the Buyer(s) as: Husband & Wife

#### 7) LENDER OR APPRAISER INSPECTIONS.

Seller agrees to allow Appraisers or Lenders to preform inspections. The Parties understand that the inspections Continued... See Addendum Additional Provisions 1

**XV. MISCELLANEOUS TERMS**

- A. DEFINED TERMS.** "N/A" is understood to mean "not applicable" wherever it is used in this Contract. This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto as the same is amended and supplemented by these Additional Provisions. "Acc", "Accept", "Acceptance," "acceptance date" or "acceptance of this Contract" shall mean the date on which the last party signs this Contract or any Counter-Offer without further modification and delivers the same to the other party.
- B. EXECUTION.** This instrument may be executed in multiple counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart hereof executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials hereto shall be legally binding.
- C DAYS/TIME.** All references to "days" shall be deemed to refer to business days. The term "banking days", "business days", "bs d" and "bus. days" shall be defined as weekdays including Monday through Friday, excluding Saturday, Sunday and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next business day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs (i.e. the acceptance date or the day on which the title commitment is delivered) and including the last day of such time period. The first day shall be the date after the day on which the triggering event occurs for such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time, as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.
- D. NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to Buyer or Seller if delivered to either's respective broker (if represented by a broker) or Buyer at contact information provided in the Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is represented by a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple List Service (MLS/Flex) as of the date of attempted delivery. Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person or when transmitted by facsimile or email with the sender having received a confirmation of delivery or no rejection notice if sent via email (except with respect to email addresses for brokers listed in MLS/Flex), or one (1) business day after such notice has been delivered to a national recognized courier, or three (3) business days after such notice has been deposited in the United States Mail, as the case may be. If represented by a broker, each party hereto specifically consents to delivery of notice as described herein to their broker as their agent for all purposes under this Contract.
- E. GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be the county in which the Property is located.
- F. NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.

**XVI. ADDENDA ATTACHED: (Check all that apply.)**

- ☒ Lead-Based Paint Disclosure
- ☐ Addendum for Additional Provisions
- ☒ Real Estate Brokerage Disclosure Form
- ☐ Consent Amendment & In-Company Transaction Disclosure
- ☒ Bill of Sale
- ☐ Easements
- ☐ Receipt Form -WAR Form 900-M

- ☐ Covenants
- ☐ Preliminary Title Commitment
- ☐ Property Condition Disclosure
- ☐ 1031 Tax Deferred Exchange Notice
- ☐ Evidence of Authority
- ☐ Other: \_\_\_\_\_
- ☐ \_\_\_\_\_ Pages of Addendum

**XVII. CONSENTS AND ACKNOWLEDGMENTS.**

- A.** All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or Broker to modify the terms and conditions of this Contract.
- B.** Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, or potential clients or customers, but only after the closing of this transaction.

C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed copy at the time of signing and provided via personal delivery, fax, mail or electronic mail.

D. CENTURY 21 BHJ Realty, Inc. (Broker Working with the Buyer) hereby discloses that it is working with the Buyer as ☐ (Buyer's Agent) ☐ (Intermediary) ☒ (Customer) (select one) and will be compensated by ☒ (Seller) ☐ (Buyer) or ☐ (Listing Broker) (select applicable). Buyer and Seller consent to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is attached hereto. Broker, working with Buyer, hereby delivers to Broker working with Seller a copy of the executed Real Estate Brokerage Disclosure.

**XVIII. OFFER BY BUYER.** This offer shall expire on or before July 8, 2021, at 7:00 ☐ a.m. ☒ p.m. (Mountain Time). Additionally, the undersigned Buyer reserves the right to withdraw this Offer until the original, a copy, electronic transmission or facsimile of this Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or Broker working with Buyer prior to the expiration date and time above. Any withdrawal must be in writing by Buyer to Seller or Seller's Agent. All Offers, Counter-Offer, Acceptances or Rejections shall be deemed submitted upon delivery via personal hand-delivery, mail courier, e-mail or fax.

**IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

Buyer Douglas E Heady Date 07-07-2021 6:02 PM MDT

Buyer StarrLee Heady Date 07-07-2021 6:03 PM MDT

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

**Delivery to Buyer shall be to the following address, e-mail, text # and/or fax:** \_\_\_\_\_

**XIX. DISCLOSURE BY BROKER WORKING WITH SELLER.**

Broker CENTURY 21 BHJ Realty, Inc. (brokerage firm), hereby discloses that it is working with the Seller as a ☐ (Seller's Agent) ☐ (Intermediary) ☐ (Customer) (Select One) and will be compensated by ☒ (Seller) (or ☐ \_\_\_\_\_) (Select Applicable). Seller consents to this arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is attached hereto. Broker, working with Seller, hereby delivers to Broker working with Buyer a copy of the executed Real Estate Brokerage Disclosure.

Listing Broker hereby acknowledges receipt of this Contract to Buyer and Sell Real Estate on 07-08-2021 at 9AM ☐ a.m. ☐ p.m.

Firm CENTURY 21 BHJ Realty, Inc.

Address \_\_\_\_\_

Phone \_\_\_\_\_ By Mario Lopez

THIS OFFER WAS RECEIVED by me as Seller on 07-08-2021 3:18 PM MDT at \_\_\_\_\_ ☐ a.m. ☐ p.m.

JOM (Seller's Initials).

375 **XX. ACCEPTANCE OF SELLER.**

376 **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND**  
377 **CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

378 **NOTICE TO SELLER: If you are making a counter-offer, do not sign this document.**

379 **SELLER HEREBY** ☐ **ACCEPTS THE OFFER;** ☐ **REJECTS THE OFFER;** ☒ **SUBMITS COUNTER-OFFER #1**

380 **THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on** \_\_\_\_\_  
381 **at** \_\_\_\_\_ ☐ **a.m.** ☐ **p.m.**

382  
383 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

384  
385 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

386  
387 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

388  
389 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

390  
391 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

392  
393 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

394

395 **XXI. REJECTION BY SELLER.**

396 **THIS OFFER IS HEREBY REJECTED ON** \_\_\_\_\_ **at** \_\_\_\_\_ ☐ **a.m.** ☐ **p.m.**

397  
398 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

399  
400 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

401  
402 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

403  
404 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

405  
406 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

407  
408 **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

409

410 **If this Offer is rejected and the rejection is not signed by the Seller above, then this Offer was rejected by oral notification**  
411 **to Broker on** \_\_\_\_\_ **and Seller (check one)** \_\_\_\_\_ **authorized rejection or** \_\_\_\_\_ **refused to**  
412 **execute written rejection.**

## CONTACT AUTHORIZATION

I hereby give CENTURY 21 BHJ Realty, Inc. permission to contact me regarding real estate using the following methods listed below:

Home phone number: \_\_\_\_\_ Work phone number: \_\_\_\_\_

Cell phone number: 904.707.4492 Fax number: \_\_\_\_\_

E-mail address: pxequine@aol.com

Mailing address: 130 Wallows Creek Rd

City Buffalo State WY Zip Code 82834

Primary Preference of Contact (Please mark one): ☐ Phone ☒ Text ☐ Email

Signature: StarrLee Heady

Print Name: StarrLee Heady

Date: 06-24-2021 2:08 PM MDT

Additional Seller/Buyer:

Home phone number: \_\_\_\_\_ Work phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: heady.douglas@gmail.com

Signature: Douglas Heady

Print Name: Douglas Heady

Date: 06-24-2021 2:23 PM MDT

## CONTACT AUTHORIZATION

I hereby give CENTURY 21 BHJ Realty, Inc. permission to contact me regarding real estate using the following methods listed below:

Home phone number: \_\_\_\_\_ Work phone number: \_\_\_\_\_

Cell phone number: 307-751-4061 Fax number: \_\_\_\_\_

E-mail address #1: wildwestproperties@gmail.com

E-mail address #2: \_\_\_\_\_

Mailing address: 22 Timm Place

City Sheridan State WY Zip Code 82801

Signature: Julio Quintana  01/25/2016  
06:15 PM MST

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL OF SALE**

In reference to Agreement of Sale between  
**Douglas E Heady & StarrLee Heady**

The Purchaser, and  
**Q Construction LLC**

the Seller, Dated July 7, 2021 covering the property commonly known as  
658 E Loucks St, Sheridan, WY 82801-4411  
**PALMER BLOCK 12 LOT 01 (25 X 124) TOTAL SQ FT = 3,100**

the undersigned Purchaser and Seller hereby agree for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that the Seller conveys, grants and sells the following personal property to Purchaser upon closing:  
Fridge, range/over, washer & dryer, dishwasher

Seller conveys the above listed personal property free and clear of any outstanding lien, security interest or encumbrance.

The Bill of Sale shall bind and inure to the benefit of the Purchaser and Seller.

Purchaser <u>Douglas Heady</u>	Date <u>07-07-2021 6:02 PM MDT</u>
Purchaser <u>Douglas E Heady</u>	
Purchaser <u>StarrLee Heady</u>	Date <u>07-07-2021 6:03 PM MDT</u>
Purchaser <u>StarrLee Heady</u>	
Purchaser _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Seller <u>Julio Quintana Manager</u>	Date <u>07-08-2021 3:18 PM MDT</u>
Seller _____	Date _____
Seller _____	Date _____
Seller _____	Date _____
Seller _____	Date _____
Seller _____	Date _____



First Northern Bank  
*of* W Y O M I N G

July 8, 2021

Douglas Elmer Heady  
130 Wallows Creek Road  
Buffalo, WY 82834

Dear Douglas,

We are pleased to advise you that your mortgage loan application with First Northern Bank of Wyoming has been pre-approved for a purchase price of \$249,900 for the property located at 658 E Loucks, Sheridan, WY 82801.

The approval is based upon the information presented in your application and a review of your tri-merge credit reports, verification of employment, rent or mortgage payments as well as, a confirmation of the deposits being held and the funds to close are verified. This commitment is subject to obtaining a satisfactory appraisal of the subject property and an underwriter's final review of all the information prior to closing.

We look forward to servicing your mortgage needs during this transaction. Please contact me with any questions.

Sincerely,

Bryan Keith Serres  
NMLS# 993329  
Loan Officer  
First Northern Bank of Wyoming  
307-684-2211  
bserres@firstnorthern.bank



## Cloie Kinnison

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**From:** Leslie Reynolds <lreynolds@firstnorthern.bank>  
**Sent:** Thursday, July 15, 2021 7:56 AM  
**To:** Cloie Kinnison  
**Cc:** Logan Martinez  
**Subject:** title commitment 658 E Loucks

Morning,

May I get a title commitment and CPL please. Loan # 10210577

Borrower: Douglas E and StarrLee Heady  
Property: 658 E Loucks St., Sherdian, Wy. 82801  
Loan amount; \$ 187,425.00  
Lender: First Northern Bank of Wyoming its successors and/or assigned

Thank you

Leslie

**Leslie Reynolds**

Loan Processor  
NMLS Originator Registry #1224046

**First Northern Bank of Wyoming- NMLS Bank #402576**

200 S Kendrick Ave Gillette, Wy. 82716  
Phone 307-682-1195 | Fax 307-682-3688  
[lreynolds@firstnorthern.bank](mailto:lreynolds@firstnorthern.bank) | <http://www.firstnorthern.bank>

Think green. Please don't print this message unless you really need it on paper.

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