

Cemetery Contract for Deed

Terms

Date: \_\_\_\_\_, 20\_\_

Seller: CITY OF PITTSBURG

Seller's Mailing Address: 200 Rusk Street, Pittsburg, Texas 75686

Buyer:

Buyer's Mailing Address:

Cemetery Lot:

Sale Price:

Down Payment:

Original Principal Balance:

Monthly Payment Amount:

Place for Payment: City Hall, 200 Rusk Street, Pittsburg, Texas 75686

Date of First Monthly Payment:

Final Payment:

Clauses and Covenants

**A. Buyer agrees to—**

1. Purchase the Property from Seller.
2. Pay Seller the full Sale Price as stated above.
3. Accept the Property in its present condition "AS IS," after having inspected the Property to Buyer's satisfaction.
4. Indemnify, defend, and hold Seller harmless from any loss, attorney's fees, court and other costs, other expenses, or claims arising out of Buyer's use of the Property.

**B. Buyer agrees not to—**

1. Transfer Buyer's rights in this contract or the Property without the prior written consent of Seller.
2. Create or permit any lien on Buyer's interest in the Property.

**C. Seller agrees to—**

1. Sell the Property to Buyer.
2. After Buyer has paid all amounts due under this contract, deliver to Buyer a Cemetery Deed subject to all reservations, exceptions or easements of records, and also subject to applicable rules and regulations of the cemetery.

**D. Buyer and Seller agree to the following:**

1. *Default by Buyer/Events.* Defaults by Buyer are failing to timely pay the Monthly Payment Amount

or perform Buyer's other obligations in this contract. To avoid enforcement of Seller's remedy, Buyer must comply with the terms of this contract up to the date of compliance specified in any written notice sent by Seller to Buyer.

2. *Default by Buyer/Seller's Remedies.* On Buyer's default, Seller may invoke any remedies permitted by law, including canceling this contract, declaring Buyer's interest under this contract forfeited, and retaining all money paid by Buyer under this contract as liquidated damages due to the inconvenience and difficulty of determining Seller's actual damages. Any cancellation under this Contract must be approved by the Pittsburg City Council.

3. *Prepayment.* Buyer may prepay all or any part of the principal balance without penalty.

4. *Title.* Buyer will acquire legal title to the Property only when Seller delivers the Cemetery Deed.

5. *Entire Agreement.* This contract is the entire agreement of the parties, and there are no oral representations, express or implied warranties, agreements, or promises pertaining to this contract not incorporated in writing in this contract.

6. *Amendment of Contract.* This contract may be amended only by an instrument in writing signed by the parties.

7. *Notices.* Any notice required or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Any address for notice may be changed by written notice delivered as provided herein.

SELLER:

BUYER:

\_\_\_\_\_  
CITY OF PITTSBURG

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Acknowledgment

STATE OF TEXAS           \*  
COUNTY OF \_\_\_\_\_ \*

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

Acknowledgment

STATE OF TEXAS           \*  
COUNTY OF \_\_\_\_\_ \*

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_.

*Prepared in the Law Office of:*

Michael P. Setty  
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Pittsburg, TX 75686  
(903) 856-6615