

CONTRACT FOR DEED

Sept 1 1989

Paid off

This Contract For Deed is executed by and between Gary W Friendshuh  
a single person of 7 Arrows Ranch, RRI, Buffalo Gap,  
South Dakota, hereinafter called the sellers and Daniel L Gallett and  
Gloria R Gallett as Joint Tenants with right of  
Survivorship and not as Tenants in Common of Black Kyn  
Stage 2 Box 1390 B Phoenix AZ 85027 (602 581 1390) hereinafter called the buyers.

PROPERTY AND PURPOSE:

The purpose of this contract is to fix the terms and conditions under which  
the sellers agree to sell and the buyers agree to buy the property at Hot  
Springs situated in the County of Fall River State of South Dakota, and  
legally described as follows, to-wit: Tract 2 of Plat of  
Tracts 1 Thro 8 and Tracts 5c and 6c all located in  
Section 12, T7S, R5E and in Section 7, T7S, R6E  
B.H.M. recorded Sept 9, 1986 in book XIV page 46,  
Together with a 16 foot easement of ingress and egress 8' on either side  
of the center line of the now existing 4 wheel drive road from  
Hwy 385 running along the north line of sec 12, T7S R5E and sec 7  
T7S, R6E, and in the SE 1/4 of the NW 1/4 of sec 7, T7S, R6E B.H.M.

Except that the sellers reserve for themselves their heirs and assigns <sup>49% of</sup> all  
the coal, oil, gas and other minerals <sup>that he has</sup> in the above -described property.

*Buyer  
Signed  
Date*

COVENANTS AND RESTRICTIONS:

This property is subject to any easements, and restrictions of  
record, to all pertinent zoning regulations, and the following  
covenants shall apply to any land that is not within 660 feet of  
highway 385. 1. The land shall be restricted to agricultural or  
single family residential use, excepting that a dude ranch shall  
be considered agricultural and excepting that any in home  
commercial use that is not visible to outside inspection shall be

*Handwritten initials and scribbles*

allowed. 2. There shall be only one year round residence per each ~~20~~ acres. (Twenty)

None of the land herein sold shall be divided until this contract is paid in full.

CONSIDERATION:

As consideration for the property described herein, the buyers agree to pay the sellers, at the time and in the manner hereinafter provided, the purchase price of \$ *nineteen thousand nine hundred and 00* 19,900<sup>00</sup>

The buyers agree to pay to the sellers the full contract price in the following manner: The sum of \$ *1,900* is herein acknowledged as received and the remaining balance of \$ *18,000* plus interest at a rate of *13 1/2%* per annum on the amount of principal

remaining from time to time unpaid, shall be paid as follows: \$*274.11* shall be paid on the first day of *Oct*, *1989* and the first day of each and every month thereafter until *Oct 1, 1999* when the entire balance along with any interest due shall be paid in full.

All payments made in respect of this contract shall be applied first in payment of accrued interest and then in reduction of principal. The buyers understand that there is a mortgage on this property with The First State Bank of New Market Mn. 55054 (612-461-2125) and that said bank will accept any payments due herein, should the seller fail to pay their mortgage payments when due.

ESCROW AND PLACE OF PAYMENT:

All payments shall be made at the Southern Hills Bank PO box 38, Buffalo Gap S.D. 57722. Should the buyers at any time during the term of this contract wish to set up an escrow account at their sole expense, they are to notify the sellers of their wish to do so, by certified mail, and the sellers agree to enter into said escrow agreement, within 30 days of receiving said notice, under the terms and conditions set forth in exhibit A attached. If no exhibit A is herein attached, the buyers have agreed to give