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88930210

Form # 2043

07/21

## SPECIAL SALE CONTRACT

DATE: \_\_\_\_\_

**Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.**

### 1. PARTIES AND PROPERTY.

\_\_\_\_\_, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), St. Louis City, County of St. Louis City, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 9462 S Broadway, Saint Louis, MO 63125.

### 2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

**Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:**

In addition, the following items are included: NA

The following items are excluded: NA

### 3. PURCHASE PRICE.

\$ \_\_\_\_\_ is the total purchase price to be paid as follows:

\$ 3,000.00 earnest money (\$0 if none stated) (**check one**) ☐ received for delivery to **OR** ☒ to be delivered to Investors Title Company - Kelly Lyons, Closer escrow agent within 3 business days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ N/A additional earnest money (\$0 if none stated) to be delivered to escrow agent within N/A days after the "Acceptance Deadline" date (15 days if none stated) or N/A.

The balance, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

### 4. METHOD OF FINANCING.

**Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.**

☐ **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

☐ **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

**Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.**

Loan amount: \_\_\_\_\_% of the purchase price **OR** \$ \_\_\_\_\_.  
 Initial interest rate not to exceed: \_\_\_\_\_. Amortization term: \_\_\_\_\_ years.  
 Other terms (none if blank): \_\_\_\_\_  
 LOAN TYPE: (Check applicable) ☐ Conventional ☐ FHA ☐ VA ☐ Other: \_\_\_\_\_  
 RATE TYPE: (Check applicable) ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: \_\_\_\_\_

- ☐ Seller agrees to pay, at Closing, a cost not to exceed N/A % of purchase-price **OR** \$ N/A  
 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

## 5. CLOSING AND POSSESSION.

**Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company, then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.**

The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when funds are received by Seller or Seller's title company. The Closing of this sale shall take place on November 12, 2021 or any other date that both parties agree in writing. Buyer will close at \_\_\_\_\_, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than (check one only): ☐ Closing **OR** ☒ 11:00 a. m (time) of Day of Closing (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

## 6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

**Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").**

- ☐ **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.**  
 Not later than N/A days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ N/A. Buyer to pay title cost exceeding this amount.
- ☒ **Buyer to Order, Provide and Purchase Title.**  
 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

**Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- special taxes and special assessments levied before Closing; and
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

**9. LOSS.**

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

**10. ASSIGNABILITY OF CONTRACT.**

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

**11. MISCELLANEOUS PROVISIONS.**

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

**12. EARNEST MONEY.**

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

**Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

**13. REMEDIES.**

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice

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**20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- ☒ Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- ☐ Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.

- ☐ No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

**Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

**21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

**Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.**

**Licensee assisting Seller is a: (Check appropriate box)**

- ☐ Seller's Agent: Licensee is acting on behalf of the Seller.
- ☐ Buyer's Agent: Licensee is acting on behalf of the Buyer.
- ☐ Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- ☒ Designated Agent: Licensee has been designated to act on behalf of the Seller.
- ☐ Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

**Licensee Personal Interest Disclosure: (Complete only if applicable)**

N/A (insert name of licensee) is a real estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)

- ☐ a party to this transaction; ☐ a principal of and/or has a direct or indirect ownership interest with ☐ Seller ☐ Buyer; and/or
- ☐ an immediate family member of ☐ Seller ☐ Buyer ☐ Other Specify: N/A

**Licensee assisting Buyer is a: (Check appropriate box)**

- ☐ Buyer's Agent: Licensee is acting on behalf of the Buyer.
- ☐ Seller's Agent: Licensee is acting on behalf of the Seller.
- ☐ Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- ☐ Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- ☐ Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- ☐ Subagent of Seller: Licensee is acting on behalf of the Seller.

**Licensee Personal Interest Disclosure: (Complete only if applicable)**

\_\_\_\_\_ (insert name of licensee) is a real estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)

- ☐ a party to this transaction; ☐ a principal of and/or has a direct or indirect ownership interest with ☐ Seller ☐ Buyer; and/or
- ☐ an immediate family member of ☐ Seller ☐ Buyer ☐ Other Specify: \_\_\_\_\_

**Sources of compensation to Broker(s), including commissions and/or other fees:** ☒ Seller ☒ Buyer

312 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

313 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

314 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic

315 Transaction Act as adopted by the state of Missouri.

316	_____	_____	MORE, REALTORS
317	Brokerage Firm Name Assisting Buyer	Brokerage Firm Name Assisting Seller	
318	Broker's Firm State License ID#: _____	Broker's Firm State License ID#: _____	2000174929
319	By (Signature): _____	By (Signature): _____	
320	Printed Name: _____	Printed Name: _____	Ted Gottlieb
321	Licensee State License ID#: _____	Licensee State License ID#: _____	2003022029
322	Date: _____ MLS ID: _____	Date: _____ MLS ID: _____	TGOTTLIE
323	OFFER to be accepted by Seller by: _____ m of _____		

324	_____	_____		
325	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
326	_____	_____	_____	_____
327	Buyer Printed Name		Buyer Printed Name	

328 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

329	_____	_____		
330	SELLER SIGNATURE	TIME and DATE	SELLER SIGNATURE	TIME and DATE
331	_____	_____	_____	_____
332	Seller Printed Name		Seller Printed Name	

333 OR \_\_\_\_\_ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.

334 (use Form #2164 Sale Contract Counteroffer Form).

335 OR \_\_\_\_\_ (initials) WE REJECT THIS OFFER.

336 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to

337 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).

Form # 2184 01/20

## SPECIAL SALE INSPECTION RIDER

**Note: This rider should be used when a Special Sale Contract is used, but Buyer retains the right to inspection(s). Language in any seller addendum may supersede language found in this Rider and in the Special Sale Contract.**

SALE CONTRACT DATE: \_\_\_\_\_

PROPERTY: 9462 S Broadway, Saint Louis, MO 63125

BY AND BETWEEN: \_\_\_\_\_, Buyer(s) and the undersigned Seller(s).

Seller will arrange, at seller's expense for the following utilities to be turned on during the inspection period (as defined below):

Electric, Gas and Water (none, if left blank).

Seller grants Buyer and Selling Broker the right to have all other utilities turned on or transferred, at Buyer's expense, to facilitate the inspection(s).

Within (7) seven days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the Property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

**Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or Listing Broker stating one of the following:**

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or Listing Broker is not required. If Seller or Listing Broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the Property. Buyer shall provide such report(s) to Seller or Listing Broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of 7 days (10 days if none stated) after date of Seller or Listing Broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the Property without such requirements, shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that Listing Broker and Selling Broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon Listing Broker or Selling Broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

Seller grants Buyer, Selling Broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the Property, and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm that the Property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs are completed in workmanlike manner.

\_\_\_\_\_  
BUYER SIGNATURE DATE

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
BUYER SIGNATURE DATE

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
SELLER SIGNATURE DATE

Jeffrey K Randall  
Seller Printed Name

\_\_\_\_\_  
SELLER SIGNATURE DATE

Regina E Randall  
Seller Printed Name



Form #2046 01/20

## APPRAISAL RIDER

**Note: This form should not be used with FHA or VA Financing.**

**Note: In order to facilitate loan approval, Buyer should have the appraisal process completed by the Loan Contingency Date.**

SALE CONTRACT DATE: \_\_\_\_\_

PROPERTY: \_\_\_\_\_ 9462 S Broadway, Saint Louis, MO 63125

BY AND BETWEEN: \_\_\_\_\_, Buyer(s) and  
the undersigned Seller(s).

1. If this contract is **contingent upon financing**, this contract is also contingent upon the property appraising for not less than the purchase price by an appraiser selected by Buyer's lender. If the property does not appraise for the purchase price or higher and Buyer elects to act on this contingency, Buyer shall deliver a copy of the appraisal to Seller or Listing Broker within two (2) days after it is available to Buyer from lender. If Seller does not agree, by written notice to Buyer or Selling Broker, to adjust the purchase price to the appraised value within five (5) days after receipt of the appraisal by Seller or Listing Broker, then Buyer, at Buyer's option, may terminate this contract, with earnest money to be returned to Buyer, subject to paragraph 12 of the Sale Contract. If Buyer intends to terminate this contract, Buyer must deliver written notice of termination to Seller or Listing Broker within two (2) days following the aforementioned five (5) day period. (If the appraisal is not delivered to Seller or Listing Broker by the loan contingency date, this contingency is waived.)

2. If this contract is **not contingent upon financing**, this contract is, at the option and expense of Buyer, contingent upon the property appraising for not less than the purchase price by an appraiser of Buyer's choice, licensed by the State of Missouri. If the property does not appraise for the purchase price or higher and if Buyer elects to act on this contingency, Buyer shall deliver a copy of the appraisal to Seller or Listing Broker within two (2) days after it is available to Buyer, but not later than fifteen (15) days after the "Acceptance Deadline" date of this contract. If Seller does not agree, by written notice to Buyer or Selling Broker, to adjust the purchase price to the appraised value within five (5) days after Seller's receipt of the appraisal, then Buyer, at Buyer's option, may terminate this contract, with earnest money to be returned to Buyer, subject to paragraph 12 of the Sale Contract. If Buyer intends to terminate this contract, Buyer must deliver written notice of termination to Seller or Listing Broker within two (2) days following the aforementioned five (5) day period.

3. For the avoidance of doubt, the parties agree that Seller's refusal to adjust the purchase price to the appraised value before the expiration of the five (5) day period shall not reduce such five (5) day time period or the following two (2) day period for purposes of Buyer's right to terminate this contract as provided above.

4. Nothing in Section 1 and 2 above shall prevent Buyer and Seller from reaching a written negotiated price adjustment prior to the termination of the contract.

5. If the purchase price is reduced as a result of the appraisal, then the loan amount in Buyer's loan contingency shall be proportionately reduced.

BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Buyer Printed Name \_\_\_\_\_

Jeffrey K Randall  
Seller Printed Name \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Buyer Printed Name \_\_\_\_\_

Regina E Randall  
Seller Printed Name \_\_\_\_\_

# MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

## CHOICES AVAILABLE TO YOU IN MISSOURI

### **Seller's or Landlord's Limited Agent**

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

### **Buyer's or Tenant's Limited Agent**

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

### **Sub-Agent (Agent of the Agent)**

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

### **Disclosed Dual Agent**

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

***A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.***

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

## Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

## Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

## Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- ☒ Seller's Limited Agent
- ☒ Landlord's Limited Agent
- ☒ Buyer's Limited Agent
- ☒ Tenant's Limited Agent
- ☐ Sub-Agent
- ☒ Disclosed Dual Agent
- ☒ Designated Agent
- ☒ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address

Missouri Online Real Estate, Inc., dba MORE, REALTORS  
100 Chesterfield Business Parkway  
Suite 200  
Chesterfield, MO 63005

Form # 2049

01/20

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1 SALE CONTRACT DATE: \_\_\_\_\_

2 PROPERTY: 9462 S Broadway, Saint Louis, MO 63125

3 **Lead Warning Statement**

4 Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may  
5 present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children  
6 may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired  
7 memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
8 Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any  
9 known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

10 **Seller's Disclosure**

11 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- 12 ☐ Seller certifies that this home was built in 1978 or later  
13 ☒ Seller certifies that this home was built before 1978, but Seller has no knowledge of lead-based paint and/or lead-based paint hazards  
14 in the housing  
15 ☐ Known lead-based paint and/or lead-based paint hazards are present in the house (explain):  
16 \_\_\_\_\_

17  
18 (b) Records and reports available to Seller (check one below):

- 19 ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based  
20 paint hazards in the housing (list all documents below):  
21 \_\_\_\_\_

- 22 ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

23 **Buyer's Acknowledgment** (initial appropriate blanks)

24 \_\_\_\_\_ Buyer has received copies of all information listed above. (leave blank if none provided to Buyer.)

25 \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

26 \_\_\_\_\_ Buyer has (check one below):

- 27  
28 ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of  
29 lead-based paint or lead-based hazards; or  
30 ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint  
31 hazards.

32 **Agent's Acknowledgment** (initial)

33 JG Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

34 \_\_\_\_\_ (if not listed, agent assisting Buyer unless Buyers agent receives all compensation from Buyer).

35 **Certification of Accuracy**

36 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true  
37 and accurate.

38 \_\_\_\_\_  
39 BUYER SIGNATURE DATE

40 \_\_\_\_\_  
41 Buyer Printed Name

42 \_\_\_\_\_  
43 BUYER SIGNATURE DATE

44 \_\_\_\_\_  
45 Buyer Printed Name

46 \_\_\_\_\_  
47 SELLING AGENT SIGNATURE DATE

48 \_\_\_\_\_  
49 Selling Agent Printed Name

50 (NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker)

Jeffrey K Randall  
SELLER SIGNATURE DATE

Jeffrey K Randall  
Seller Printed Name

Regina E. Randall  
SELLER SIGNATURE DATE

Regina E Randall  
Seller Printed Name

Ted f. Gottlieb  
LISTING AGENT SIGNATURE DATE

Ted Gottlieb  
Listing Agent Printed Name

## SELLER'S DISCLOSURE STATEMENT

To be completed by **SELLER** concerning 9462 S Broadway, Saint Louis, MO 63125 (Property Address) located in the municipality of St. Louis (if incorporated), County of City of St. Louis, Missouri.  
**Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.**

**TO SELLER:** Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

**TO BUYER:** THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER. If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

### SUBDIVISION, CONDOMINIUM, VILLA, CO-OP OR OTHER SHARED COST DEVELOPMENT (if applicable)

- (a) Development Name n/a
- (b) Contact \_\_\_\_\_ Phone \_\_\_\_\_
- Type of Property: (check all that apply) ☐ Single-Family Residence ☐ Multi-Family ☐ Condominium ☐ Townhome  
☐ Villa ☐ Co-Op
- (c) Mandatory Assessment: #1 \_\_\_\_\_ \$ \_\_\_\_\_ per: ☐ month ☐ quarter ☐ half-year ☐ year  
Mandatory Assessment: #2 \_\_\_\_\_ \$ \_\_\_\_\_ per: ☐ month ☐ quarter ☐ half-year ☐ year
- (d) Mandatory Assessment(s) include:  
☐ entrance sign/structure ☐ street maintenance ☐ common ground ☐ snow removal of common area  
☐ snow removal specific to this dwelling ☐ landscaping of common area ☐ landscaping specific to this dwelling  
☐ clubhouse ☐ pool ☐ tennis court ☐ exercise area ☐ reception facility ☐ water ☐ sewer ☐ trash removal  
☐ doorman ☐ cooling ☐ heating ☐ security ☐ elevator ☐ other common facility \_\_\_\_\_  
☐ assigned parking space(s): how many \_\_\_\_\_ identified as \_\_\_\_\_ ☐ some insurance ☐ real estate taxes  
☐ other specific item(s): \_\_\_\_\_  
☐ Exterior Maintenance of this dwelling covered by Assessment: \_\_\_\_\_
- (e) Optional Assessment(s)/Membership(s) Please explain \_\_\_\_\_
- (f) Are you aware of any existing or proposed special assessments? ☐ Yes ☐ No
- (g) Are you aware of any special taxes and/or district improvement assessments? ☐ Yes ☐ No
- (h) Are you aware of any condition or claim which may cause an increase in assessment or fees? ☐ Yes ☐ No
- (i) Are you aware of any material defects in any common or other shared elements? ☐ Yes ☐ No
- (j) Are you aware of any existing indentures/restrictive covenants? ☐ Yes ☐ No
- (k) Are you aware of any violation of the indentures/restrictions by yourself or by others? ☐ Yes ☐ No
- (l) Is there a recorded street/road maintenance agreement? ☐ Yes ☐ No
- (m) Please explain any "Yes" answer you gave for (e), (f), (g), (h), (i), (j) or (k) above: \_\_\_\_\_

**UTILITIES****Utility****Current Provider**

Gas/Propane: \_\_\_\_\_ if Propane, is tank ☐ Owned ☐ Leased  
 Electric: \_\_\_\_\_ Ameren  
 Water: \_\_\_\_\_ American  
 Sewer: \_\_\_\_\_ MSD  
 Trash: \_\_\_\_\_ unknown  
 Recycle: \_\_\_\_\_ unknown  
 Internet: \_\_\_\_\_ unknown  
 Phone: \_\_\_\_\_ unknown

**HEATING, COOLING AND VENTILATING (Seller is not agreeing that all items checked are being offered for sale.)**

- (a) Heating Equipment: ☒ Forced Air ☐ Hot Water Radiators ☐ Steam Radiators ☐ Radiant ☐ Baseboard  
 (b) Source of heating: ☐ Electric ☒ Natural Gas ☐ Propane ☐ Fuel Oil ☐ Other \_\_\_\_\_  
 (c) Type of air conditioning: ☒ Central Electric ☐ Central Gas ☐ Window/Wall (Number of window units \_\_\_\_\_)  
 (d) Areas of house not served by central heating/cooling: \_\_\_\_\_  
 (e) Additional: ☐ Humidifier ☐ Electronic Air Filter ☐ Media Filter ☐ Attic Fan ☐ Other: \_\_\_\_\_  
 (f) Are you aware of any problems or repairs needed with any item in this section? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_  
 (g) Other details: \_\_\_\_\_

**FIREPLACE(S)**

- (a) Type of fireplace: ☐ Wood Burning ☐ Vented Gas Logs ☐ Vent Free Gas Logs ☐ Wood Burning Stove ☐ Natural Gas ☐ Propane  
 (b) Type of flues/venting:  
☐ Functional: (properly vented for wood burning and vented gas logs) Number of fireplace(s) \_\_\_\_\_ Location(s) \_\_\_\_\_  
☐ Non-Functional: Number of fireplace(s) \_\_\_\_\_ Location(s) \_\_\_\_\_ Please explain \_\_\_\_\_  
 (c) Are you aware of any problems or repairs needed with any item in this section? ☐ Yes ☐ No If "Yes", please explain \_\_\_\_\_

**PLUMBING SYSTEM, FIXTURES AND EQUIPMENT; POOL/SPA/POND/LAKE/HOT TUB**

- (a) Water Heater: ☐ Electric ☒ Natural Gas ☐ Propane ☐ Tankless ☐ Other: \_\_\_\_\_  
 (b) Ice maker supply line: ☐ Yes ☒ No  
 (c) Jet Tub: ☐ Yes ☒ No  
 (d) Swimming Pool/Spa/Hot Tub: ☐ Yes ☒ No  
 (If Yes, attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement)  
 (e) Lawn Sprinkler System: ☐ Yes ☒ No If yes, date of last backflow device inspection certificate: \_\_\_\_\_  
 (f) Are you aware of any problems or repairs needed in the plumbing system? ☐ Yes ☐ No If "Yes", please explain \_\_\_\_\_

**WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)**

- (a) What is the source of your drinking water? ☒ Public ☐ Community ☐ Well ☐ Other (explain) \_\_\_\_\_  
 (b) If Public, identify the utility company: \_\_\_\_\_  
 (c) Do you have a softener, filter or other purification system? ☐ Yes ☒ No ☐ Owned ☐ Leased/Lease Information \_\_\_\_\_  
 (d) Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_

**SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)**

- (a) What is the type of sewerage system to which the house is connected? ☒ Public ☐ Private ☐ Septic ☐ Aerator ☐ Other  
If "Other" please explain \_\_\_\_\_  
 (b) Is there a sewerage lift system? ☐ Yes ☒ No If "Yes", is it in good working condition? ☐ Yes ☐ No  
 (c) When was the septic/aerator system last serviced? \_\_\_\_\_  
 (d) Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system? ☐ Yes ☐ No  
If "Yes", please explain \_\_\_\_\_

**APPLIANCES (Seller is not agreeing that all items checked are being offered for sale.)**

- (a) Electrical Appliances and Equipment: ☐ Electric Stove/Range/Cook top ☐ Oven ☐ Built-in Microwave Oven  
☐ Dishwasher ☐ Garbage Disposal ☐ Trash Compactor ☐ Wired smoke alarms ☐ Electric dryer (hook up)  
☐ Ceiling Fan(s) ☐ Intercom System ☐ Central Vacuum System ☐ Other \_\_\_\_\_  
 (b) Gas Appliances & Equipment: ☐ Natural Gas ☐ Propane  
☒ Oven ☒ Gas Stove/Range/Cook top ☐ Exterior Lights ☐ Barbecue ☐ Water heater ☐ Tankless Water Heater  
☐ Gas dryer (hook up) ☐ Other \_\_\_\_\_  
 (c) Other Equipment: ☐ TV Antenna ☐ Cable Wiring ☐ Phone Wiring ☐ Network/Data Wiring  
☐ Electric Garage Door Opener(s) Number of controls \_\_\_\_\_  
☐ Security Alarm System ☐ Owned ☐ Leased /Lease information: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Initials BUYER and SELLER acknowledge they have read this page  
 BUYER BUYER

*JKR, RER*  
 SELLER SELLER  
 E-Signed E-Signed



☐ Satellite Dish ☐ Owned ☐ Leased/Lease Information: \_\_\_\_\_  
☐ Electronic Pet Fence System Number of Collars: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

(d) Are you aware of any items in this section in need of repair or replacement? ☐ Yes ☐ No If "Yes", please explain \_\_\_\_\_

## ELECTRICAL

Type of service panel: ☐ Fuses ☒ Circuit Breakers ☐ Other: \_\_\_\_\_

(a) Type of wiring: ☐ Copper ☐ Aluminum ☐ Knob and Tube ☒ Unknown

(b) Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☐ No If "Yes", please explain \_\_\_\_\_

## ROOF, GUTTERS AND DOWNSPOUTS

(a) What is the approximate age of the roof?   ?   Years. Documented? ☐ Yes ☐ No

(b) Has the roof ever leaked during your ownership? ☐ Yes ☒ No If "Yes" please explain \_\_\_\_\_

(c) Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_

(d) Are you aware of any problems with the roof, gutters or downspouts? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_

## CONSTRUCTION

(a) Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components? ☐ Yes ☒ No If "Yes" please describe in detail \_\_\_\_\_

(b) Are you aware of any repairs to any of the building elements listed in (a) above? ☐ Yes ☒ No If "Yes", please describe the location, extent, date and name of the person/company who did the repair or control effort \_\_\_\_\_

(c) Are you aware that any of the work in (b) above was completed without required permits? ☐ Yes ☒ No

(d) List all significant additions, modifications, renovations, & alterations to the property during your ownership: \_\_\_\_\_

(e) Were required permits obtained for the work in (d) above? ☐ Yes ☐ No

## BASEMENT AND CRAWL SPACE (Complete only if applicable)

(a) ☐ Sump pit ☐ Sump pit and pump

(b) Type of foundation: ☒ Concrete ☐ Stone ☐ Cinder Block ☐ Wood

(c) Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space? ☐ Yes ☒ No If "Yes", please describe in detail \_\_\_\_\_

(d) Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☐ No If "Yes", please describe the location, extent, date and name of the person/company who did the repair or control effort \_\_\_\_\_

## PESTS OR TERMITES/WOOD DESTROYING INSECTS

(a) Are you aware of any pests or termites/wood destroying insects impacting the property and improvements? ☐ Yes ☒ No

(b) Are you aware of any uncorrected damage to the property caused by pests or termites/wood destroying insects? ☐ Yes ☒ No

(c) Is your property currently under a warranty contract by a licensed pest/termite control company? ☐ Yes ☒ No

(d) Are you aware of any pest/termite control reports for the property? ☐ Yes ☒ No

(e) Are you aware of any pest/termite control treatments to the property? ☐ Yes ☒ No

(f) Please explain any "Yes" answers you gave in this section \_\_\_\_\_

## SOIL AND DRAINAGE

(a) Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property? ☐ Yes ☒ No

(b) Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the property? ☐ Yes ☒ No

(c) Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect the property? ☐ Yes ☒ No

(d) Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District, e.g. retention ponds, rain gardens, sand filters, permeable pavement) ☐ Yes ☒ No

(e) Please explain any "Yes" answers you gave in this section \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Initials BUYER and SELLER acknowledge they have read this page  
 BUYER BUYER SELLER SELLER

**HAZARDOUS SUBSTANCES/OTHER ENVIRONMENTAL CONCERNS**

- (a) Lead: (Note: Production of lead-based paint was banned in 1978. See Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards, form #2049.)
- (1) Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property? ☐ Yes ☒ No
- (2) Are you aware if it has ever been covered or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has been tested for lead? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results \_\_\_\_\_
- (4) Please explain any "Yes" answers you gave in this section \_\_\_\_\_
- (b) Asbestos Materials
- (1) Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.? ☐ Yes ☒ No
- (2) Are you aware of any asbestos material that has been encapsulated or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has been tested for the presence of asbestos? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results \_\_\_\_\_
- (4) Please explain any "Yes" answers you gave in this section \_\_\_\_\_
- (c) Mold
- (1) Are you aware of the presence of any mold on the property? ☐ Yes ☒ No
- (2) Are you aware of anything with mold on the property that has ever been covered or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has ever been tested for the presence of mold? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results \_\_\_\_\_
- (4) Please explain any "Yes" answers you gave in this section \_\_\_\_\_
- (d) Radon
- (1) Are you aware if the property has been tested for radon gas? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results \_\_\_\_\_
- (2) Are you aware if the property has ever been mitigated for radon gas? ☐ Yes ☒ No If "Yes", please provide the date and name of the person/company who did the mitigation \_\_\_\_\_
- (e) Methamphetamine
- Are you aware if the property is or was used as a lab, production or storage site for methamphetamine or was the residence of a person convicted of a crime related to methamphetamine or a derivative controlled substance related thereto?
- ☐ Yes ☒ No If "Yes", Section 442.606 RSMo requires you to disclose such facts in writing, please explain \_\_\_\_\_
- (f) Waste Disposal Site or Demolition Landfill (permitted or unpermitted)
- Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? ☐ Yes ☒ No
- If "Yes", Section 260.213 RSMo requires you to disclose the location of any such site on the property. Please provide such information. \_\_\_\_\_
- Note: If Seller checks "Yes", Buyer may be assuming liability to the State for any remedial action at the property.**
- (g) Radioactive or Hazardous Materials
- Have you ever received a report stating affirmatively that the property is or was previously contaminated with radioactive material or other hazardous material? ☐ Yes ☒ No If "Yes", Section 442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available. \_\_\_\_\_
- (h) Other Environmental Concerns
- Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_

**SURVEY AND ZONING**

- (a) Are you aware of any shared or common features with adjoining properties? ☐ Yes ☒ No
- (b) Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property? ☐ Yes ☒ No
- (c) Is any portion of the property located within the 100-year flood hazard area (flood plain)? ☐ Yes ☒ No
- (d) Do you have a survey of the property? ☐ Yes ☒ No (If "Yes", please attach) Does it include all existing improvements on the property? ☐ Yes ☒ No
- (e) Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property? ☐ Yes ☐ No
- (f) Please explain any "Yes" answers you gave in this section \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Initials BUYER and SELLER acknowledge they have read this page

BUYER BUYER

*JKR, RER*  
E-Signed SELLER SELLER  
E-Signed



**INSURANCE**

Are you aware of any claims that have been filed for damages to the property? ☐ Yes ☒ No If "Yes", please provide the following information: date of claim, description of claim, repairs and/or replacements completed \_\_\_\_\_

**MISCELLANEOUS**

- (a) The approximate age of the residence is ? years. The Seller has occupied the property from rental to \_\_\_\_\_.
- (b) Has the property been continuously occupied during the last twelve months? ☒ Yes ☐ No If "No", please explain \_\_\_\_\_
- (c) Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_
- (d) Is the property located in an area that requires any specific disclosure(s) from the city or county? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_
- (e) Is the property designated as a historical home or located in a historic district? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_
- (f) Is property tax abated? ☐ Yes ☒ No Expiration date \_\_\_\_\_ Attach documentation from taxing authority.
- (g) Are you aware of any pets having been kept in or on the property? ☐ Yes ☒ No If "Yes" please explain \_\_\_\_\_
- (h) Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense? ☐ Yes ☒ No (If "Yes", please attach)
- (i) Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass? ☐ Yes ☒ No
- (j) Are you aware if carpet has been laid over a damaged wood floor? ☐ Yes ☒ No
- (k) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No
- (l) Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property? ☐ Yes ☐ No
- (m) Please explain any "Yes" answers you gave for (i), (j), (k), or (l) above \_\_\_\_\_

**Additional Comments:**

Seller attaches the following document(s): \_\_\_\_\_

262 **SELLER'S ACKNOWLEDGEMENT:**

263 Seller acknowledges that he has carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge.  
 264 Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and  
 265 their licensees to furnish a copy of this statement to prospective Buyers.

266 Jeffrey K. Randall 10/11/2021/21  
 267 SELLER SIGNATURE DATE

Regina E. Randall 10/11/2021/21  
 SELLER SIGNATURE DATE

268 Jeffrey K Randall  
 269 Seller Printed Name

Regina E Randall  
 Seller Printed Name

270 **BUYER'S ACKNOWLEDGEMENT:**

271 Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's  
 272 Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in  
 273 this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information  
 274 obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker  
 275 is not an expert at detecting or repairing physical defects in property.

276 \_\_\_\_\_  
 277 BUYER SIGNATURE DATE

\_\_\_\_\_  
 BUYER SIGNATURE DATE

278 \_\_\_\_\_  
 279 Buyer Printed Name

\_\_\_\_\_  
 Buyer Printed Name