1	SALE CONTRACT DATE:	11/20/2021	SALE CONTRACT #:	89178194
2	PROPERTY:	844 Hawk Run	Trl, Ofallon, MO 63368	
3 4	BY AND BETWEEN: and the Seller(s) named in the abo	ve referenced sale cor	ntract.	, Buyer(s)
5 6	The following terms are incorporat precedence over any conflicting te		by Buyer under contract refere	enced herein and shall take
7 8 9 10 11 12 13 14 15 16 17 18 20 21 22 23 24 25	 <u>3.0</u>% of the agreed to the mium shall be included in the mium shall be included in the 2. Computation of Final Purce ment shall be computed as The agreed to purce as The Buyer's Preform 3. Execution of Amendment Listing Agent, execute a compose of: Changing the purce scribed above at Removing this B but instead be reformed as a by Buyer(s) and Seller(s), this placed by said Sale Contract stated in this Rider, may be 	e counter-offers therete le aforementioned pur- le final total purchase i hase Price : Pursuant follows: urchase price under th mium as computed in JLTING IN The Final F to Contract : The Buye ntract amendment in the archase price in the ab nd computed as descri uyer's Premium Rider eplaced with the amen stated in #3 above, up s rider shall immediate at Amendment; provide used for calculation purchase and computed as description of the states and the states of the states of the states and the states of the states of the states of the states and the states of the states of the states of the states and the states of the states of the states of the states and the states of the states of the states of the states and the states of the states of the states of the states of the states and the states of the	b, the Buyer(s) shall pay a buyer chase price. The parties hereto price for the Property. to paragraph 1, the Final Purch e above reference contract or of accordance with paragraph #1 Purchase Price er(s) shall, within one (1) busine the form shown on Exhibit A atta ove referenced contract to the ibed; from the above referenced cont dment.	r's premium equal to agree that the Buyer's Pre- hase price under this agree- counter offers thereto; PLUS above; ss day of receiving it from the ached hereto for the sole pur- Final Purchase price as de- tract as it will no longer apply ioned contract amendment ct as it will have been re- f the Buyer's Premium, as itemized separately from the
26 27				
28	BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
29	BUYER Printed Name		David L Peters	son
30 31	Dorent milled Name			
.	BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
32 33	BUYER Printed Name		Barbara J Peter SELLER Printed Name	rson

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties.



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Fo	orm # 2090	07/21	89178194			
			RESIDENTIAL SALE CONTRA	СТ		
				DATE:	11/18/2021	
1.	PARTIES ANI	PROPERTY.				
	undersigned Se	ller the following rea	l property in the municipality of (if incorp		agrees to purchase fro	
	undersigned Se	St Charles	, Missouri (legal description on Selle	er's title to gov	ern) being all the real p	orope
	Seller owns at s	aid address:	844 Hawk Run Trl, O	fallon, MO 63	368	
2.	INCLUSIONS AND EXCLUSIONS.					
	Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is					
	included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items when the sale of					
	• •	-	as to being considered a "fixture" such as ele			
	-	rovements on the pro lear) including:	perty (if any) and appurtenances, fixture	es and equipme	nt (which Seller guaran	itees
	Uwii ii ee allu t	ical) including.				
	Access to Prope		Kitchen/Cooking Related	Window/Wal		
	All Keys & Remo		Dishwashers & Trash Compactors		y Hardware only	
	Electric Garage Door Openers & Controls <u>Exterior</u> Exterior Lighting, Landscaping & Mailbox		Ovens/Ranges/Stoves and Attachments	chments Blinds, Shades, Shutters & Awnings Attached Mirrors & All Bathroom Mirror		
			Built-in Microwave Ovens Attached Gas Fired Barbecue Grills		ring/Closet Organizers	
			Electrical, Lighting & TV Related	Screens & Stor		
		ce Systems & Collars	All Lighting Fixtures & Ceiling Fans	Servens & Stor	in white wa	
	System & Utili	•	Attached TV Antennas	Miscellaneou	IS	
	Built-in Heating,		Attached TV Mounts only	All Articles No	w Provided For Tenant Use	•
	Cooling Systems		Flush Mounted Speakers	Remotes for A	ll Included Items	
	Security & Alarn	n Systems	Fire/Fireplace Related			
	Radiator Shields	g Systems & Fixtures	Artificial Fireplace Logs Attached Fireplace Equipment & Doors			
	Water Softeners		Flooring Related			
		Conditioning Units	Attached Floor Coverings			
		System & Attachments				
	In addition, the	following items are in	cluded: <u>N/A</u>			
	The following i	tems are excluded: <u>N/</u>	Α			
3.	PURCHASE P					
			se price to be paid as follows:			
	\$ <u>4000.00</u>	earnest money (\$0) if none stated) (check one) \Box received for			
			Investors Title Company		escrow agent within	
		3 hours	days (3 days if none stated) after "Accepta	nce Deadline" d	ate. Selling broker to be	
		escrow agent if n	one specified above.			
	\$_N/A	additional earnest	money (\$0 if none stated) to be delivered to	escrow agent w	ithin	da
		after the "Acceptar	nce Deadline" date (15 days if none stated) of	or		
			nts set forth in this contract, less any amount			
		alatad in this contract	if applicable, is to be paid at Closing by casl	nier's check wir	a transfer or any form acc	renta

43 4. METHOD OF FINANCING.

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Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and 44 Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be 45 necessary for the Buyer to request Seller to agree to an extension of the Closing Date. 46

- 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 49 50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to 51 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 52 (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan 53 before 21 davs 54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter 55 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 56 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from 57 58 lender. If Buyer has complied with the terms of this paragraph and has provided timely 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 59 Buyer, subject to paragraph 12. 60

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this 61 62 contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this 63 contract is to be independently conditioned upon the property appraising at a specified value, then Buver should 64 complete and attach to this contract an appropriate appraisal rider.

65	Loan amount:	% of the purchase	price OR \$		·
66	Initial interest rate not to ex	ceed:prevailing%. Amorti	zation term:	30	years.
67	Other terms (none if blank):				-
68	LOAN TYPE: (Check applica	ble) 🖬 Conventional 🖬 FHA 🛛 📓 VA	□ Other:		
69		ble) 🗖 Fixed Rate 🛛 Adjustable Rate			
70	Seller agrees to pay, at Closin	ig, a cost not to exceed % of p	urchase price	OR \$	

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

72 5. CLOSING AND POSSESSION.

- 73 Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title 74 company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company, 75 then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are 76 not protected by the title insurance underwriter.
- 77 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when 78 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on _____or any other date that both parties agree in writing. Buyer will close at 79 December 20, 2021 80 Investors Title Company , the title company which provides title insurance. Regardless of who closes 81 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 ----- m (time) of 82 (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents 83 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, 84 85 parties should complete the appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller 86 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of 87 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), 88 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. 89 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. 90 Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

91 6. **RIDERS.** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

92 □ Appraisal Rider (Form #2046) Dessession by Buyer Prior to Closing (Form #2094) 93 ■ Back-Up Contract (Form #2120) □ Possession by Seller After Closing (Form #2095) 94 Contingency for Sale and Closing of Buyer's Property (Form #2092) □ Rental Property Rider (Form #2096) 95 Contingency for Closing of Buyer's Property (Form #2092a) □ Residential Lease (Form #2118) 96 □ Condominiums, Villas or Similar Lifestyle Communities (Form #2059) □ Review of Indentures/Restrictive Covenants (Form #2143) 97 □ FHA Loan Provision Rider (Form #2135fha) □ VA Loan Provision Rider (Form #2135va) 98 □ Other: □ Other:

99 **7. FRANCHISE DISCLOSURE.**

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).

102 8. TITLE AND SURVEY.

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- 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 ______ 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 \$. 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: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review
 documents, and, if necessary, object to defects that may be discovered.
- Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real
 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage
 discrepancies, or other matters that would be disclosed on a survey.
- Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.
 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.
- 130 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this 131 contingency, Buyer shall within _____25 ____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) 132 133 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the 134 time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute 135 a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in 136 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five 137 (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to 138 Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, 139 agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, 140 Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance 141 142 and Closing.
- 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.

149 9. ADJUSTMENTS AND CLOSING COSTS.

- 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:
- 152 **Buyer shall pay for (where applicable):**
- 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;

- 161 municipal occupancy permit; and
- 162 agreed upon repairs.

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- 163 Seller shall pay for (where applicable):
- 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, espective)
 - title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
 - municipal, Conservation District and fire district inspection fees;
 - 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.
 Buver and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the directly to selling broker.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- 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).

181 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

- 182 days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer Within NA 183 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and 184 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 185 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools 186 187 and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including 188 appliances. Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities. 189 Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, 190 whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute 191 a waiver and acceptance of any conditions an inspection would have disclosed. Buyer should contact law enforcement officials 192 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 <u>NA</u> 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.
- 210 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed 211 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 212 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, 213 warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title 214 company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of 215 errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations 216 and vears of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers. 217

Home Warranty (Check one):

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.

223 **10a. INSURABILITY.**

224 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within 10 days 225 (10 days if none stated) after the "Acceptance Deadline" date, Buyer does not deliver to Seller or Seller's broker a written notice 226 from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be 227 deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain 228 229 such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. Note: If 230 an inspection by the Buyer's insurance company is required, it shall be completed prior to the date in line 224. If the Buyer 231 is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan 232 **Contingency Date.**

233 11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other 234 235 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and 236 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within 237 _ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller 15 will not correct. Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate 238 239 any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the 240 inspections prior to Closing. In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have 241 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will 242 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. Note: A 243 monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, 244 and may also affect Buyer's ability to obtain an occupancy permit. If no written agreement is reached within said ten (10) days, this 245 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) 246 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten 247 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided 248 to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to 249 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection 250 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to 251 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on 252 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions 253 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer 254 intends to have no more than persons occupy the property.

255 11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.

If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is installed and functioning properly.

259 12. EARNEST MONEY.

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260 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 261 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the 262 263 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, 264 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for 265 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a 266 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account 267 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 268 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will 269 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable 270 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, 271 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, 272 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing 273 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected 274 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.

278 **13. REMEDIES.**

279 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party 280 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the 281 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as 282 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law 283 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will 284 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working 285 as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability 286 upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice 287 of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. 288 Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between 289 the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including 290 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

291 14. LOSS.

292 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered 293 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, 294 295 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, 296 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be 297 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of 298 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for 299 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance 300 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive 301 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, 302 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or 303 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing 304 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 305 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 306 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make 307 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the 308 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to 309 paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

310 15. 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 the contract.

314 16. 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.

321 17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]
 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

324 **18. CONSTRUCTION.**

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). With the exception of the term

331 "banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.

332 19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

333 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers 334 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance 335 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any 336 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the 337 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm 338 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 339 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period 340 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and 341 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's 342 obligation to complete improvements and repairs required by this contract.

343 **20. FLOOD PLAIN.**

Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a waiver by Buyer of this contingency.

348 **21. SPECIAL AGREEMENTS.**

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356 22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.

357 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that 358 Broker provides or shares information about the property, the information comes from one or more other sources, is only an 359 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage 360 of property, and the available information about total square footage can vary depending upon the source, the measurement standard 361 that was used and the date of measurement. One source for total square footage is public information from the county assessor's 362 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to 363 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional 364 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square 365 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an 366 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable 367 and accurate information on lot size you should retain a licensed surveyor.

368 23. 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.
- 376 **D** 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

- 380 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a 381 written description.
- 382 Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

383 24. RELATIONSHIPS & COMMUNICATIONS 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.

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

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

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

395	
396	estate broker or salesperson licensed in the state of and is (Check one or more, as applicable)
397	a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
398	an immediate family member of Seller Buyer Other Specify:

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

- 400 **D** Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 401 Seller's Agent: Licensee is acting on behalf of the Seller.
- 402 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 403 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 404 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 405 **D** Subagent of Seller: Licensee is acting on behalf of the Seller.

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

407	(insert name of licensee) is a real
408	estate broker or salesperson licensed in the state of and is (Check one or more, as applicable)
409	a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
410	an immediate family member of D Seller D Buyer Other Specify:

411 Sources of Compensation to Broker(s), including commissions and/or other fees: 🖬 Seller 📓 Buyer

- 412 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
- 413 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
- 414 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic 415 Transaction Act as adopted by the state of Missouri.

416				TORS		
417	Brokerage Firm Name Assist	ting Buyer	Brokerage Firm Name Assisting Seller			
418	Broker's Firm State License	ID#:	Broker's Firm State License ID#:200017492		2000174929	
419	By (Signature):		By (Signature):			
420	Printed Name:		Printed Name: Karen McNeill			
421	Licensee State License ID#: _		Licensee State License	• ID#:	2017029505	
422	Date: MLS	S ID:	Date:	MLS ID:	KMCNEILL	
423	OFFER to be accepted by Se	12/20/21				
424						
425	BUYER SIGNATURE	DATE	BUYER SIGNATURE	2	DATE	
426 427	Buyer Printed Name		Buyer Printed Name			
428	SELLER ACCEPTS THE T	ERMS SET FORTH IN THIS C	CONTRACT.			
429						
430	SELLER SIGNATURE	TIME and DATE	SELLER SIGNATUR	E	TIME and DATE	
431	David L Peterson		Barbara J Peterson			
432	Seller Printed Name		Seller Printed Name			
433	OR (ii	nitials) WE REJECT THIS OFFI	ER AND MAKE A COUNT	FEROFFER.		
434		use Form #2164 Sale Contract C				
435	OR (ii	nitials) WE REJECT THIS OFF	FER.			
436	Note: Unless otherwise agre	ed in writing, "Acceptance Deac	dline" is defined as the dat			
437	the last party whose signatur	e resulted in a contract (even if t	that signature was obtaine	ed before the d	leadline).	