

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.

Approved by Counsel for St. Louis REALTORS®

To be used exclusively by REALTORS®

and members of the Bar Association of Metropolitan St. Louis.

Form # 2043

07/21

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SPECIAL SALE CONTRACTDATE: 04/05/2022

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: 4801 & 4781 Milentz Ave St Louis MO 63116.

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: refrigerators in both units

The following items are excluded: NA

3. PURCHASE PRICE.

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

\$ 5000 earnest money (\$0 if none stated) (**check one**) ☐ received for delivery to **OR** ☒ to be delivered to Investors Title escrow agent within 3 hrs days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

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

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

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.

- 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).

161 9. LOSS.

162 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
163 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or
164 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
165 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
166 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
167 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of
168 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
169 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
170 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
171 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
172 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer
173 or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or
174 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
175 information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer
176 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
177 time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate
178 the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be
179 returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

180 10. ASSIGNABILITY OF CONTRACT.

181 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
182 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
183 obligations under this contract.

184 11. MISCELLANEOUS PROVISIONS.

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

191 12. EARNEST MONEY.

192 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
193 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
194 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
195 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,
196 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
197 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
198 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
199 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
200 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
201 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
202 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
203 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
204 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
205 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
206 Closing date.

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

210 13. REMEDIES.

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

14. 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.

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

16. 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.

17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other professionals as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities turned on or transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his obligation to complete improvements and repairs required by this contract.

18. SPECIAL AGREEMENTS.

Special agreements and Riders between Buyer and Seller forming a part of this contract: _____

Basement will be completely emptied of all items and broom swept

☐ Special Sale Inspection Rider (Form #2184)

☐ Short Sale Rider to the Sale Contract (Form #2176)

☒ Other # 2095 Possession by seller after closing

☐ Other # _____

19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.

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

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)

_____(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: _____

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

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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: _____ Riu Murphy
321	Licensee State License ID#: _____	Licensee State License ID#: _____ 2006024672
322	Date: _____ MLS ID: _____	Date: 04/05/2022 MLS ID: _____ rmurphy
323	OFFER to be accepted by Seller by: _____ 4pm m of _____ 04/05/2022	

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

328 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

329	_____	_____
330	SELLER SIGNATURE	SELLER SIGNATURE
	TIME and DATE	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).**

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Form # 2095

01/20

POSSESSION BY SELLER AFTER CLOSING

Note: Occupancy by Seller after Closing is not advisable. Buyer should not permit occupancy except under extraordinary circumstances. This form is for occupancy by Seller for a few days following closing. If Seller requires occupancy for more than a few days after Closing, the parties should execute a lease. The parties should consult an attorney, verify insurance coverage for the period of occupancy by Seller and verify occupancy requirements of the lender.

SALE CONTRACT DATE: 04/05/2022PROPERTY: 4781 & 4801 Milentz Ave St Louis MO 63116

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

1. Seller shall have the right to continue to occupy the property following the Closing until 5p m. of 05/25/2022 (Termination Date) and shall deliver possession of the property to the Buyer in the same condition as at Closing.

2. Seller shall credit Buyer, at Closing, the amount of \$ na, representing \$ na per day for Seller's occupancy described above.

3. a) Seller shall deposit at Closing \$ 5000 with Buyer (or at Seller's election and expense, a title company of Seller's choice) from which deposit, Seller shall pay liquidated damages of \$ 100 per day for failure to vacate property as agreed.

b) Seller shall make an additional deposit, at Closing, of \$ NA with Buyer (or at Seller's election and expense, a title company of Seller's choice).

Seller shall notify Buyer at least 24 hours in advance of vacating and Buyer and Seller shall walk through the property at a day and time mutually agreed upon to inspect for any change in condition between Closing and the inspection day. Seller shall pay Buyer the cost of repair of such damage, ordinary wear and tear excepted. Buyer and Seller acknowledge that any default by Seller would cause inconvenience and hardship to Buyer for which no measure of money damages will adequately compensate Buyer. Therefore, if Seller delays vacating the property beyond the Termination Date, Seller shall pay Buyer liquidated damages as provided in "a" above until Seller vacates the property. Buyer and Seller shall execute written instructions to the escrow agent for all funds, if any, payable to the buyer under this rider, with the balance, if any, refunded to Seller after deduction of the escrow fee. If the parties do not agree in writing within 30 days after the inspection, the escrow agent may file an interpleader action and move the court for deduction of its costs and reasonable attorney's fee from the fund, or continue to hold the funds. In any litigation, the prevailing party shall recover all cost, including a reasonable attorney's fee.

4. Seller shall be responsible for maintenance and all utilities (except gas if already transferred to Buyer's name).

5. Seller shall carry general liability insurance. Seller is responsible for insuring his personal property and shall bear the risk of loss to that property. Seller shall also be liable for any injury which may occur in or on the property.

6. Buyer will insure the property for fire and extended homeowners/hazard casualty replacement coverage and liability insurance.

Note: Buyer and Seller are strongly urged to communicate, in writing, the exact Closing and possession details to their insurance agents, so that the parties obtain the desired coverage.

7. Buyer and Seller agree to hold harmless from liability any licensee participating in this transaction.

All other terms and conditions of the Sale Contract remain unchanged. This rider shall survive Closing.

BUYER SIGNATURE _____ DATE _____

SELLER SIGNATURE _____ DATE _____

Ross Friedman

Buyer Printed Name _____

Seller Printed Name _____

BUYER SIGNATURE _____ DATE _____

SELLER SIGNATURE _____ DATE _____

Buyer Printed Name _____

Seller Printed Name _____