

## BUYER'S PREMIUM RIDER

SALE CONTRACT DATE: March 30, 2022 SALE CONTRACT #: \_\_\_\_\_

PROPERTY: 9815 Guthrie Ave., St Louis MO. 63134

BY AND BETWEEN: \_\_\_\_\_, Buyer(s)  
and the Seller(s) named in the above referenced sale contract.

The following terms are incorporated into the offer made by Buyer under contract referenced herein and shall take precedence over any conflicting terms in said offer.

1. **Buyer's Premium:** In addition to the purchase price that Buyer(s) and Seller(s) agree upon under the above referenced contract or in the counter-offers thereto, the Buyer(s) shall pay a buyer's premium equal to 2.7 % of the agreed to the aforementioned purchase price. The parties hereto agree that the Buyer's Premium shall be included in the final total purchase price for the Property.
2. **Computation of Final Purchase Price:** Pursuant to paragraph 1, the Final Purchase price under this agreement shall be computed by adding the buyer's premium, as computed above, to the purchase price agreed to by the buyer and seller in the contract referenced above to arrive at the Final Purchase Price.
3. **Execution of Amendment to Contract:** The Buyer(s) shall, within one (1) business day of receiving it from the Listing Agent, execute a contract amendment in the form shown on Exhibit A attached hereto for the sole purpose of:
  1. Changing the purchase price in the above referenced contract to the Final Purchase price as described above and computed as described;
  2. Removing this Buyer's Premium Rider from the above referenced contract as it will no longer apply but instead be replaced with the amendment.
4. **Self-Liquidating Rider:** As stated in #3 above, upon execution of the aforementioned contract amendment by Buyer(s) and Seller(s), this rider shall immediately become void and of no effect as it will have been replaced by said Sale Contract Amendment; provided, however, that the amount of the Buyer's Premium, as stated in this Rider, may be used for calculation purposes at closing and may be itemized separately from the agreed-to purchase price on the settlement statement or other closing documents.

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

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

\_\_\_\_\_  
BUYER Printed Name

Gregory K Gant  
\_\_\_\_\_  
SELLER Printed Name

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

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

\_\_\_\_\_  
BUYER Printed Name

Celeste D Gant  
\_\_\_\_\_  
SELLER Printed Name

Form # 2089

01/20

**AMENDMENT TO SALE CONTRACT**

- 1 SALE CONTRACT DATE: \_\_\_\_\_
- 2 PROPERTY: \_\_\_\_\_
- 3 BY AND BETWEEN: \_\_\_\_\_, Buyer(s)
- 4 and the undersigned Seller(s).
- 5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:
- 6 ☐ New Closing date: \_\_\_\_\_
- 7 ☐ New Possession date (check one): ☐ Closing or ☐ \_\_\_\_\_ m (time) of \_\_\_\_\_ (date)
- 8 ☐ New Loan Contingency date: \_\_\_\_\_
- 9 ☒ New Purchase price: \$ Final Purchase Price as computed per section 2 of Buyer's Premium Rider.
- 10 ☐ New Loan Amount: \_\_\_\_\_ % of the purchase price, or \$ \_\_\_\_\_
- 11 ☐ New Interest Rate not to exceed: \_\_\_\_\_ %
- 12 ☐ New Amortization term: \_\_\_\_\_ years
- 13 ☐ New Loan type: \_\_\_\_\_ (If FHA/VA, attach form #2135fha or #2135va)
- 14 ☐ Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price or \$ \_\_\_\_\_
- 15 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.
- 16 ☐ New contingency deadline date: \_\_\_\_\_ Describe contingency: \_\_\_\_\_
- 17 \_\_\_\_\_
- 18 ☐ Paragraph# \_\_\_\_\_, Line# \_\_\_\_\_ or Rider# \_\_\_\_\_ is changed as follows: \_\_\_\_\_
- 19 \_\_\_\_\_
- 20 ☐ Paragraph# \_\_\_\_\_, Line# \_\_\_\_\_ or Rider# \_\_\_\_\_ is changed as follows: \_\_\_\_\_
- 21 \_\_\_\_\_
- 22 ☒ Uncheck box on line 98 (if Residential Sales contract, line 255 if Special Sales contract) removing
- 23 "Buyer's Premium Rider" from contract.
- 24 \_\_\_\_\_
- 25 \_\_\_\_\_
- 26 \_\_\_\_\_
- 27 BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_
- 28 \_\_\_\_\_
- 29 Buyer Printed Name \_\_\_\_\_ Seller Printed Name \_\_\_\_\_
- 30 \_\_\_\_\_
- 31 BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_
- 32 \_\_\_\_\_
- 33 Buyer Printed Name \_\_\_\_\_ Seller Printed Name \_\_\_\_\_

## RESIDENTIAL SALE CONTRACT

DATE: March 30, 2022

### 1. PARTIES AND PROPERTY.

\_\_\_\_\_, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Woodson Terrace, County of Saint Louis, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 9815 Guthrie Ave., St Louis MO. 63134.

### 2. INCLUSIONS AND EXCLUSIONS.

**Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. 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:**

#### Access to Property

All Keys & Remote Entry Controls  
Electric Garage Door Openers & Controls

#### Exterior

Exterior Lighting, Landscaping &  
Mailbox

Invisible Pet Fence Systems & Collars

#### System & Utilities

Built-in Heating, Ventilating &  
Cooling Systems  
Security & Alarm Systems  
Radiator Shields  
Built-in Plumbing Systems & Fixtures  
Water Softeners & Sump Pump  
All Window Air Conditioning Units  
Central Vacuum System & Attachments

#### Kitchen/Cooking Related

Dishwashers & Trash Compactors  
Ovens/Ranges/Stoves and Attachments

Built-in Microwave Ovens

Attached Gas Fired Barbecue Grills

#### Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans

Attached TV Antennas

Attached TV Mounts only

Flush Mounted Speakers

#### Fire/Fireplace Related

Artificial Fireplace Logs

Attached Fireplace Equipment & Doors

#### Flooring Related

Attached Floor Coverings

#### Window/Wall Related

Curtain /Drapery Hardware only

Blinds, Shades, Shutters & Awnings

Attached Mirrors & All Bathroom Mirrors

Attached Shelving/Closet Organizers

Screens & Storm Windows

#### Miscellaneous

All Articles Now Provided For Tenant Use  
Remotes for All Included Items

In addition, the following items are included: N/A

The following items are excluded: N/A

### 3. PURCHASE PRICE.

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

\$ 2000 earnest money (\$0 if none stated) (**check one**) ☐ received for delivery to OR ☒ to be delivered to

Investors Title Co, Stacey Schwartz 314-951-1942 escrow agent within

2 hours 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.

**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.**

- 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.**

RATE TYPE: (Check applicable) ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: \_\_\_\_\_

- 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.**

**Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

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

99 **7. FRANCHISE DISCLOSURE.**

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

102 **8. TITLE AND SURVEY.**

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

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

111 ☐ **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any  
112 Seller paid costs in Paragraph 4.**

113 Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for  
114 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  
115 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph  
116 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller  
117 shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed  
118 \$\_\_\_\_\_. Buyer to pay title cost exceeding this amount.

119 ☒ **Buyer to Order, Provide and Purchase Title.**

120 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy  
121 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

122 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review  
123 documents, and, if necessary, object to defects that may be discovered.**

124 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real  
125 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage  
126 discrepancies, or other matters that would be disclosed on a survey.

127 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.  
128 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or  
129 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 20 days (25 days if none stated) after the "Acceptance Deadline" date, furnish a  
132 copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)  
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,  
141 inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance  
142 and Closing.

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

149 **9. ADJUSTMENTS AND CLOSING COSTS.**

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

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

- 153 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 154 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by  
155 Buyer, subject to paragraph 8;
- 156 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,  
157 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 158 • building, termite, and environmental inspections;
- 159 • 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;
- 160 • real estate compensation to broker per separate written agreement;

- municipal occupancy permit; and
- agreed upon repairs.

**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, 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.

**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).

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

Within 7 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 10 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.

**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.
- ☐ Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$\_\_\_\_\_ and further described \_\_\_\_\_.

**10a. INSURABILITY.**

This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within 5 days (10 days if none stated) after the "Acceptance Deadline" date, Buyer does not deliver to Seller or Seller's broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be 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 such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the date in line 224. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan Contingency Date.**

**11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within n/a days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have 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 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to 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 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than 6 persons occupy the property.

**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.

**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 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. 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.

**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.

**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.

**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.

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



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

Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance notice to Seller. Buyer and selling broker may also be present during these inspections. 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 a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

**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.

**21. SPECIAL AGREEMENTS.**

Special agreements between Buyer and Seller forming a part of this contract: N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**22. 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.

**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.
- ☐ 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 description.

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

**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.**

**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

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		<u>MORE, REALTORS</u>
417	<b>Brokerage Firm Name Assisting Buyer</b>	<b>Brokerage Firm Name Assisting Seller</b>
418	<b>Broker's Firm State License ID#:</b> _____	<b>Broker's Firm State License ID#:</b> <u>2000174929</u>
419	<b>By (Signature):</b> _____	<b>By (Signature):</b> _____
420	<b>Printed Name:</b> _____	<b>Printed Name:</b> <u>Sandie Hea</u>
421	<b>Licensee State License ID#:</b> _____	<b>Licensee State License ID#:</b> <u>1999027577</u>
422	<b>Date:</b> <u>March 30, 2022</u> <b>MLS ID:</b> _____	<b>Date:</b> <u>March 30, 2022</u> <b>MLS ID:</b> <u>SMHEA</u>
423	<b>OFFER to be accepted by Seller by:</b> <u>5:30 p.m.</u> m of <u>March 30, 2022</u>	

424	_____	_____
425	<b>BUYER SIGNATURE</b> <b>DATE</b>	<b>BUYER SIGNATURE</b> <b>DATE</b>
426	_____	_____
427	<b>Buyer Printed Name</b>	<b>Buyer Printed Name</b>

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

429	_____	_____
430	<b>SELLER SIGNATURE</b> <b>TIME and DATE</b>	<b>SELLER SIGNATURE</b> <b>TIME and DATE</b>
431	<u>Gregory K Gant</u>	<u>Celeste D Gant</u>
432	<b>Seller Printed Name</b>	<b>Seller Printed Name</b>

433 **OR** \_\_\_\_\_ (initials) **WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**  
 434 (use Form #2164 Sale Contract Counteroffer Form).

435 **OR** \_\_\_\_\_ (initials) **WE REJECT THIS OFFER.**

436 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**  
 437 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

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: March 30, 2022

PROPERTY: 9815 Guthrie Ave., St Louis MO. 63134

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 \_\_\_\_\_

Gregory K Gant  
Seller Printed Name

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

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

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

Celeste D Gant  
Seller Printed Name