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Form # 2090

07/21

60278963

RESIDENTIAL SALE CONTRACT

DATE: 10/28/2021

1 **1. PARTIES AND PROPERTY.**

2 _____, Buyer(s), agrees to purchase from the
3 undersigned Seller, the following real property in the municipality of (if incorporated) unincorporated, County of
4 St Louis, Missouri (legal description on Seller's title to govern) being all the real property
5 Seller owns at said address: 2260 Luxmore Dr, Florissant, MO 63136.

6 **2. INCLUSIONS AND EXCLUSIONS.**

7 **Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be**
8 **included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which**
9 **may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes**
10 **all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to**
11 **own free and clear) including:**

12 **Access to Property**

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

15 **Exterior**

16 Exterior Lighting, Landscaping &
17 Mailbox

18 Invisible Pet Fence Systems & Collars

19 **System & Utilities**

20 Built-in Heating, Ventilating &
21 Cooling Systems

22 Security & Alarm Systems

23 Radiator Shields

24 Built-in Plumbing Systems & Fixtures

25 Water Softeners & Sump Pump

26 All Window Air Conditioning Units

27 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

28 In addition, the following items are included: refrigerator as shown

29 _____
30 The following items are excluded: N/A

32 **3. PURCHASE PRICE.**

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

34 \$ 1500.00 earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to

35 Investors Title Company escrow agent within

36 3 hours days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be

37 escrow agent if none specified above.

38 \$ N/A additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days

39 after the "Acceptance Deadline" date (15 days if none stated) or _____.

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

_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/
SELLER SELLER

43 4. METHOD OF FINANCING.

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

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

49 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
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
52 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
53 before 21 (or 30 days after the “Acceptance Deadline” date if none stated) (the Loan
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
56 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker
59 of Buyer’s inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
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 Buyer should**
64 **complete and attach to this contract an appropriate appraisal rider.**

65 Loan amount: TBD % of the purchase price OR \$ _____
66 Initial interest rate not to exceed: prevailing %. Amortization term: 30 years.
67 Other terms (none if blank): _____
68 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
69 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

70 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price OR \$ _____
71 (\$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
79 Tuesday November 30, 2021 or any other date that both parties agree in writing. Buyer will close at
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
82 possession of the property and keys to Buyer no later than **(check one only):** Closing OR _____ m (time) of
83 _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents
84 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,
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 <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| 93 <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| 94 <input type="checkbox"/> Contingency for Sale and Closing of Buyer’s Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| 95 <input type="checkbox"/> Contingency for Closing of Buyer’s Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| 96 <input type="checkbox"/> Condominiums, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| 97 <input type="checkbox"/> FHA Loan Provision Rider (Form #2135fha) | <input type="checkbox"/> VA Loan Provision Rider (Form #2135va) |
| 98 <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

- 161 • municipal occupancy permit; and
- 162 • agreed upon repairs.
- 163 **Seller shall pay for (where applicable):**
- 164 • existing loans on property (if not assumed by Buyer);
- 165 • any expenses of Buyer’s loan agreed to in paragraph 4;
- 166 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
- 167 Seller, subject to paragraph 8;
- 168 • municipal, Conservation District and fire district inspection fees;
- 169 • special taxes and special assessments levied before Closing; and
- 170 • real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid
- 171 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):

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

10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.

182 Within 0 days (10 days if none stated) after the “Acceptance Deadline” date (the “Inspection Period”), Buyer

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

185 insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other

186 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools

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.**

193 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the**

194 **following:**

- 195 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or
- 196 listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be
- 197 satisfied with the results of any inspections.
- 198 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall
- 199 have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which
- 200 together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or
- 201 listing broker, if requested by Seller.
- 202 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied
- 203 by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of 0 days (10 days
- 204 if none stated) after date of Seller or listing broker’s receipt of the Inspection Notice (the “Resolution Period”) to reach a written
- 205 agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract
- 206 is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either
- 207 a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment
- 208 by Buyer to accept the property without such requirements, shall constitute an “agreement” for purposes of this paragraph even
- 209 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

213 company and that the determination to select a particular company and the completeness and satisfaction of any said inspection,

214 warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title

215 company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of

216 errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations

217 and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

Home Warranty (Check one):

- 219 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
- 220 Buyer may purchase one separately, if desired.
- 221 Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ -----
- 222 and further described -----.

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.
 228 If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer’s inability to obtain
 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.**

234 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
 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 15 days (15 days if none stated) after the “Acceptance Deadline” date of any violations or requirements that Seller
 238 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate
 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.**

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

259 **12. EARNEST MONEY.**

260 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
 261 within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by
 262 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
 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.

275 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to
 276 earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in
 277 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
 294 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
 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.**

311 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
 312 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
 313 obligations under the contract.

314 **16. MISCELLANEOUS PROVISIONS.**

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

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

322 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]
 323 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

324 **18. CONSTRUCTION.**

325 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
 326 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
 327 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling
 328 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
 329 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.
 330 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.**

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

348 **21. SPECIAL AGREEMENTS.**

349 Special agreements between Buyer and Seller forming a part of this contract: Remove Lines 181-209
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____

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)

- 369 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
- 370 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
- 371 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 372 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
- 373 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
- 374 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
- 375 shall be deemed as waived by Buyer.
- 376 No Seller's Disclosure Statement will be provided by Seller.

377 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.
378 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any
379 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.

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

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

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

- 389 Seller's Agent: Licensee is acting on behalf of the Seller.
- 390 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 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 _____(insert name of licensee) is a real
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 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 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 Seller 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	_____	MORE, REALTORS	_____
417	Brokerage Firm Name Assisting Buyer	Brokerage Firm Name Assisting Seller	
418	Broker's Firm State License ID#: _____	Broker's Firm State License ID#: _____	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 ID: _____	Date: _____ MLS ID: _____	KMCNEILL
423	OFFER to be accepted by Seller by: _____ 4 p _____ m of _____ October 28, 2021		

424	_____	_____	_____	_____
425	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
426	_____	_____	_____	_____
427	Buyer Printed Name	Buyer Printed Name	Buyer Printed Name	Buyer Printed Name

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

429	_____	_____	_____	_____
430	SELLER SIGNATURE	TIME and DATE	SELLER SIGNATURE	TIME and DATE
431	_____	_____	_____	_____
432	Seller Printed Name	Seller Printed Name	Seller Printed Name	Seller Printed Name

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).**