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Form #2090 07/13

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY.

_____, Buyer(s), agrees to purchase
from the undersigned Seller, the following real property located in the municipality of _____
(if incorporated), County of _____, Missouri (legal description on Seller's title to govern) being
all the real property Seller owns at said address: _____.

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 flat-
screen tv's and 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 and Remote Entry Controls, Electric Garage Door Openers & Controls
Exterior: Exterior Lighting, Landscaping & Mailbox, Invisible Pet Fence Systems & Collars
Systems & 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: Attached TV Antennas, All Lighting Fixtures & Ceiling Fans
Fire/Fireplace Related: Artificial Fireplace Logs, Attached Fireplace Equipment & Doors
Window/Wall Related: Curtain & Drapery Hardware, Screens & Storm Windows, Attached Mirrors & All Bathroom Mirrors, Attached Shelving/Closet Organizers, Blinds, Shades, Shutters, & Awnings
Flooring Related: Attached Floor Coverings
Miscellaneous: All Articles Now Provided For Tenant Use

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE.

\$_____ is the total purchase/sale price to be paid as follows:
\$_____ earnest money received for delivery to/deposit by _____, escrow agent. Selling broker to be
escrow agent if none specified above.
\$_____ additional earnest money to be delivered to escrow agent within _____
days after the "Acceptance Deadline" date or _____.

The balance, including adjustments set forth in Paragraphs 4 or 9, less, if applicable, any amount of Seller
financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at Closing, by
cashier's check, wire transfer or any form acceptable to closing agent.

39 **4. METHOD OF FINANCING.**

40 Conventional, FHA or VA Financing. Buyer agrees to do all things necessary, including, but not limited to the
 41 execution of a loan application and other instruments, the payment to the lender of the credit report,
 42 appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing
 43 described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing
 44 Broker, of Buyer's inability to obtain a loan approval on the terms described below on or
 45 before _____ (the "Loan Contingency Date") then this condition shall be
 46 deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon
 47 Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify
 48 Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that
 49 Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain
 50 such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided
 51 written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract
 52 shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

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

57 Loan amount: _____ % of the purchase price, or \$ _____.

58 Initial interest rate not to exceed _____ %. Amortization term: _____ years.

59 Other terms: _____.

60 TYPE: Conventional FHA (attach Rider #2135FHA) VA (attach Rider #2135VA)
 61 Fixed Rate Adjustable Rate Other _____

62 Buyer shall pay the initial _____ loan fees/points. (0 if none stated)

63 Seller shall pay points in excess of Buyer's obligation, if any, up to _____ points. (0 if none stated)

64 Assumption by Buyer of Existing Note and Deed of Trust. (See rider #2105)

65 Seller to take back Note and Deed of Trust. (See rider #2097)

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

68 **5. CLOSING AND POSSESSION.**

69 **The "Closing" is the exchange of the Seller's deed for the total purchase/sale price.** The Closing of
 70 this sale shall take place on _____ or any other date that both parties agree in
 71 writing. Buyer will close at _____, the title company which provides title
 72 insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's Choice. **Note: If**
 73 **the seller does not close at the same title company as the buyer, or the seller's choice of title company does**
 74 **not have a common underwriter with the buyer's title company, then the seller will be required to sign a Notice**
 75 **of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance**
 76 **underwriter.** Title will pass when the sale is closed. Possession of the property and keys to be delivered to Buyer no
 77 later than _____ (time) of _____ (date) but in no event prior to Closing as defined above. All
 78 parties agree to sign closing documents at a time that facilitates this possession. **(Note: If possession is to**
 79 **be delivered on a day other than Closing, as defined above, parties should complete the appropriate**
 80 **rider.)** Deed as directed by Buyer. Except for tenants lawfully in possession, seller warrants that the property
 81 will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
 82 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by
 83 this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize
 84 title company and/or closing agent to release to broker(s) signed copies of the closing statements.

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

86 Appraisal Rider (Form #2046) Possession by Buyer Prior to Closing (Form #2094)
 87 Back-Up Contract (Form #2120) Possession by Seller After Closing (Form #2095)
 88 Condominium, Villas or Similar Lifestyle Communities (Form #2059) Rental Property Rider (Form #2096)
 89 Cont Buyer's Assumption of Existing Note & Deed of Trust (Form #2105) Residential Lease (Form #2118)
 90 Contingency for Sale and Closing of Buyer's Property (Form #2092) Review of Indentures/Restrictive Covenants (Form #2143)
 91 FHAVA Loan Provision Rider (Form #2135FHA or Form #2135VA) Seller To Take Back Note & Deed of Trust (Form #2097)
 92 Other: _____ Other: _____

93 **7. THIS PARAGRAPH WAS INTENTIONALLY LEFT BLANK.**

94 *Lines 94-96 of this paragraph have been reserved for future use*
 95 *and are not intended for any other purpose.*

96
 97 **8. TITLE AND SURVEY.**

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

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

107 **Seller To Order, Provide and Purchase Title.**

108 Not later than _____ days (5 if none stated) after the "Acceptance Deadline" date, Seller will order a
 109 commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and
 110 for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien
 111 coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title
 112 company to furnish this commitment to the selling and listing broker. Seller shall pay for the title
 113 insurance (including title premium and title service charges), at Closing, at a cost not to exceed
 114 \$_____. Buyer to pay title cost exceeding this amount.

115 **Buyer To Order, Provide and Purchase Title.**

116 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an owner's and/or
 117 lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company
 118 specified in paragraph 5. **(Note: This should be ordered promptly after contract acceptance in order to allow**
 119 **sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.)**

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

123 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an owner's policy of title**
 124 **insurance. A "spot survey" is the minimum report normally required by a lender and it may or may not disclose all**
 125 **of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.**

126 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer
 127 chooses to act on this contingency, Buyer shall within _____ days (25 if none stated) after the
 128 "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating,
 129 in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely
 130 affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or
 131 listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of
 132 any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the
 133 latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects,
 134 Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing
 135 to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated
 136 unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is
 137 terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned,
 138 subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s)
 139 and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the
 140 contract acceptance and Closing.

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

148 **9. ADJUSTMENTS AND CLOSING COSTS.**

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

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

- 152 ● hazard insurance premium(s); and flood insurance premium, if required by lender;
- 153 ● survey and title company charges (including closing, recording and escrow fees) customarily paid by Buyer, subject
 154 to paragraph 8;

- any charges imposed by lender, for example: appraisal and credit report fees, loan discount (points), loan origination fees, funding fees, and other loan expenses, unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement; and
- 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 (including closing, releasing and escrow 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;
- 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 (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 _____ days (10 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 _____ days (10 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

219 other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions
 220 insurance, liability insurance, business and professional licensure, membership in professional associations and
 221 years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

222 **Home Warranty (Check one):**

- 223 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this
 224 sale. Buyer may purchase one separately, if desired.
 225 Seller agrees to purchase, on or before closing, a limited warranty or service agreement at a cost not to exceed
 226 \$ _____ and further described as: _____.

227 **10a. INSURABILITY.**

228 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If
 229 within _____ days (10 if none stated) after "Acceptance Deadline" date, Buyer does not deliver to Seller
 230 or Seller's broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard
 231 insurance on the property, this condition shall be deemed waived and Buyer's performance under this contract
 232 shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of
 233 this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, then
 234 this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

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

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

260 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION**

261 If there is a lawn irrigation system attached to the water system, and property is in an area where an inspection is
 262 required, Seller to furnish to Buyer, documentation (dated within 12 months prior to closing) from a certified back
 263 flow inspector, that the proper back flow prevention device is installed and functioning properly.

264 **12. EARNEST MONEY.**

265 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract
 266 shall be deposited within ten (10) banking days after the "Acceptance Deadline" date . Additional
 267 earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt.
 268 Any earnest money received within ten (10) banking days prior to the scheduled closing date, shall be in the
 269 form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money
 270 to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses
 271 for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s).

272 In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold
 273 said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its
 274 disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into
 275 court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until
 276 a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically
 277 acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a
 278 Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
 279 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial
 280 projected closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty

281 (60) days after the initial projected closing date. (Note: An escrow agent who is not a licensed real estate broker
 282 is not bound by Missouri statutes and regulations regarding earnest money deposits. If the escrow agent is not a
 283 licensed broker, parties are urged to have the escrow agent agree in writing to be bound by the provisions of this
 284 contract before being named as the escrow agent.)

285 **13. REMEDIES.**

286 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall
 287 notify the other party in writing of the nature of the default and his election of remedy. The notifying party
 288 may, but is not required to, provide the defaulting party with a deadline for curing the default.

289 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release
 290 Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity.

291 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this
 292 transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between
 293 listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract.

294 If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest
 295 money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default
 296 (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of
 297 sale. Buyer's release of Seller does not relieve Seller of liability to brokers under the listing contract.

298 In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or
 299 equitable relief, the cost of litigation including reasonable attorney's fees. This provision shall survive closing
 300 and delivery of Seller's deed to Buyer.

301 **14. LOSS.**

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

324 **15. ASSIGNABILITY OF CONTRACT.**

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

328 **16. TIME IS OF THE ESSENCE.**

329 Time is of the essence in the performance of the obligations of the parties. All references to a specified time
 330 shall mean Central Time.

331 **17. BINDING EFFECT.**

332 This contract shall be binding on and for the benefit of the parties and their respective heirs, personal
 333 representatives, executors, administrators or assigns.

334 **18. GOVERNING LAW.**

335 This contract shall be considered a contract for the sale of real property and shall be construed in accordance
 336 with the laws of the State of Missouri.

337 **19. ENTIRE AGREEMENT.**

338 This contract constitutes the entire agreement between the parties hereto and there are no other
 339 understandings, written or oral, relating to the subject matter hereof. The contract may not be changed,
 340 modified or amended, in whole or in part, except in writing signed by all parties.

341 **20. CONSTRUCTION.**

342 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or
343 neuter gender, according to the context. When the term "listing broker" is used, it refers to one of the
344 following: a) a broker working for the Seller under an agency listing contract; or b) a broker assisting the
345 Seller as a transaction broker, whichever is appropriate. When the term "selling broker" is used, it refers to
346 one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker
347 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker,
348 whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as
349 "salespeople"). With the exception of the term "banking days" as used in paragraph 12, a day is defined as
350 a 24 hour calendar day, seven days per week.

351 **21. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

352 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers
353 and appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer's lender
354 or insurer, upon reasonable advance notice to Seller. Buyer and selling broker may also be present
355 during these inspections.

356 Seller grants Buyer, selling broker, and any inspector whose report prompted a request for repairs, the right
357 to enter and walk-through the property, and the right to have the utilities transferred to Buyer, within four
358 (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm that the
359 property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract,
360 and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all
361 utilities turned on during the period specified for any inspection and the walk-through, unless utilities have
362 been transferred to Buyer. Waiver of property and improvement inspections does not waive the right to a
363 walk-through prior to Closing.

364 The Closing does not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

365 **22. FLOOD PLAIN.**

366 Buyer may terminate this contract if any portion of the property is located in a designated 100 year flood
367 plain unless disclosed to Buyer in writing prior to contract. If so terminated, earnest money to be returned
368 to Buyer, subject to paragraph 12.

369 **23. SPECIAL AGREEMENTS.**

370 **Special agreements between Buyer and Seller forming a part of this contract:**

371 _____
372 _____
373 _____
374 _____
375 _____
376 _____
377 _____
378 _____
379 _____

380 **24. SELLER'S DISCLOSURE STATEMENT. (Check one)**

381 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's
382 Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any
383 inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about
384 information in the statement by use of contingencies in the contract.

385 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the
386 "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said
387 statements and to declare in writing that the contract is terminated and the earnest money is to be
388 returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.

389 No Seller's Disclosure Statement will be provided by Seller.

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

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

396 **25. RELATIONSHIP DISCLOSURE.**

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

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

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

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

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

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

414 Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

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

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

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

420 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform
421 Electronic Transaction Act as adopted by Missouri.

422 _____	422 _____
423 Selling Broker's Firm	423 Listing Broker's Firm

424 By (Signature): _____	424 By (Signature): _____
----------------------------------	----------------------------------

425 Date: _____ Public ID _____	425 Date: _____ Public ID _____
---	---

426 **OFFER to be accepted by Seller by:** _____ **m** **of** _____.

427 _____	427 _____
428 BUYER SIGNATURE	428 BUYER SIGNATURE
429 _____	429 _____
430 DATE	430 DATE

431 Buyer Printed Name	431 Buyer Printed Name
-------------------------------	-------------------------------

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

432 _____	432 _____
433 SELLER SIGNATURE	433 SELLER SIGNATURE
434 _____	434 _____
435 TIME and DATE	435 TIME and DATE

436 Seller Printed Name	436 Seller Printed Name
--------------------------------	--------------------------------

437 **OR**

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

438 **OR**

(initials) **WE REJECT THIS OFFER.**

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