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If you do not understand it, consult your attorney.
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Form # 2043

07/22

SPECIAL SALE CONTRACT

DATE: 3/15/2023

Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

Buyer's Name (how it will be listed on deed), Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), _____, County of Audrain, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 103.98 Acres in Sec. 3, Twn 50N, Rng 10W.

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE.

\$ High Bid + 5% is the total purchase price to be paid as follows:

\$ 10% earnest money (\$0 if none stated) (received for delivery to OR to be delivered to Audrain County Title Mexico, Missouri escrow agent within 5 days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

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

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

4. METHOD OF FINANCING.

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

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

Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

[REDACTED]

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

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

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

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 contingency, Buyer shall within 15 days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute 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 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (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 Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". 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 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

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

7. FRANCHISE DISCLOSURE.

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

8. ADJUSTMENTS AND CLOSING COSTS.

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

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;
- 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;
- 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).



161 **9. LOSS.**

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

180 **10. ASSIGNABILITY OF CONTRACT.**

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

184 **11. MISCELLANEOUS PROVISIONS.**

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

191 **12. EARNEST MONEY.**

192 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
193 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
194 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
195 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
196 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
197 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
198 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
199 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
200 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
201 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
202 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
203 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
204 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
205 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
206 Closing date.

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

210 **13. REMEDIES.**

211 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
212 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
213 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
214 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
215 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
216 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working
217 as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability
218 upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice



268 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

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

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

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

283 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

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

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

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

- 289 Seller's Agent: Licensee is acting on behalf of the Seller.
- 290 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 291 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 292 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 293 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

294 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

295 _____ (insert name of licensee) is a real
296 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 297 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
- 298 an immediate family member of Seller Buyer Other Specify: _____

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

- 300 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 301 Seller's Agent: Licensee is acting on behalf of the Seller.
- 302 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 303 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 304 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 305 Subagent of Seller: Licensee is acting on behalf of the Seller.

306 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

307 _____ (insert name of licensee) is a real
308 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 309 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
- 310 an immediate family member of Seller Buyer Other Specify: _____

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



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

316 N/A Meyer & Company Real Estate
 317 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
 318 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** 2007012597
 319 **By (Signature):** _____ **By (Signature):** _____
 320 **Printed Name:** _____ **Printed Name:** Richard Meyer
 321 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
 322 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
 323 **OFFER to be accepted by Seller by:** 5:00 p **m of** March 16, 2023

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

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

329 _____
 330 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
 331 _____
 332 **Seller Printed Name** **Seller Printed Name**

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

335 **OR** _____ **(initials) WE REJECT THIS OFFER.**
 336 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
 337 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**