



Residential Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney before signing.

1 This Residential Sale Contract ("Contract") is made by and between:
2 City of Columbia ("Buyer") and the undersigned "Seller".

3 1. PROPERTY.

4 Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) Columbia
5 (if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

6 107 SWITZLER ST COLUMBIA MO 65203 Boone
7 **Street Address** **City** **MO** **Zip Code** **County**

8 (Check box if legal description attached)
9 If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.
10 Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges
11 and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

12 2. INCLUSIONS/EXCLUSIONS.

13 The Property includes (but is not limited to) all the following (if any) which are now located on the real estate, all of which Seller warrants
14 to convey to Buyer free and clear at Closing. **Note: This Contract, and not a Seller's Disclosure Statement, MLS or other**
15 **promotional material, provides for what is included in this sale.**

Access to Property

- Garage Door Openers & Controls
- Keys & Remote Entry Controls

Exterior

- Lighting, Landscaping & Mailbox
- Fences (including hardwired pet systems, collars and controls)
- Sprinkler Systems and Controls

Electrical, Lighting & TV Related

- Attic & Ceiling Fans
- Lighting Fixtures
- Attached Antennas & TV Mounts
- Flush Mounted Speakers
- Fire, Smoke & CO Alarms

Systems & Utilities

- Heating, Cooling, Electrical & Plumbing Fixtures/Systems
- Solar Panels & Systems
- Humidifier (if attached)
- Propane Tanks (excluding portable tanks -- see lines 19-20 & 266-267)
- Radiator Shields
- Hardwired Security & Alarm Systems
- Central Vac Systems & Attachments
- Ventilation & Exhaust Fans
- Water Softeners & Sump Pump
- Window Air Conditioning Units
- Fireplace, Equipment & Doors (if attached, including artificial logs)

Kitchen/Cooking Related

- Dishwashers & Trash Compactors
- Garbage Disposals
- Barbecue Grills & Fire Pits (Built-in)
- Microwave Ovens (Built-in)
- Ovens/Ranges/Stoves & Attachments

Window/Wall & Flooring Related

- Blinds, Shades, Shutters, Storm Windows & Doors, Screens, Awnings
- Curtain & Drapery Hardware (only)
- Attached Mirrors & all Bathroom Mirrors
- Attached Shelving/ Closet Organizers
- Attached Floor Coverings

16 **To avoid misunderstanding, list below (as "Included" or "Excluded") any items(s) which may be subject to question:**
17 **Included** (e.g., non-affixed equipment or other personal property such as refrigerators, TVs, electronics, washer/dryer & appliances):

18
19 **Excluded** (e.g., any item(s) reserved, leased or not owned by Seller, such as propane tanks, water softeners, and solar panels/systems):

21 3. PURCHASE PRICE/EARNEST MONEY.

22 The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 91,000.00

23 The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ _____

24 The "Earnest Money" to be applied to Purchase Price at Closing, is (if applicable, also complete below): \$ 0.00

25 Earnest Money shall be delivered by Buyer to Boone Central Title ("Escrow Agent")
26 no later than _____ days (5 if none stated) after the Effective Date.

27 **If Earnest Money is not timely delivered to Escrow Agent, then Seller may terminate this Contract by providing Notice thereof**
28 **to Buyer at any time prior to delivery of the Earnest Money to Escrow Agent.**

29 *Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-*
30 *refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.*

31 Escrow Agent shall confirm its receipt and deposit of any Earnest Money upon request by any party and may retain any interest earned
32 thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

33 4. CLOSING.

34 Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the
35 Purchase Price, together with all other documents and Funds required by the Contract, the "Closing") at the office of (the Title Company
36 identified at §6 unless otherwise specified) Boon ("Closing Agent") at

37 601 E. Broadway, MO on May 30th, 2024 (the "Closing Date").
38 **Specify Location** **Month** **Day**

39 Possession and all keys will be delivered to Buyer at Closing. **Brokers are not responsible for delivery of keys. Buyer should**
40 **change locks following possession and reset to factory setting all codes and passwords on all electronic systems or**
41 **components at the Property.**

42 **Note: Attach a rider if possession is to be transferred other than as of Closing:** See e.g., PM-3010 (Residential Lease); MSC-
43 2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry
44 by Buyer Prior to Closing).

45 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in
46 possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or
47 repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above.

48 **(Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).**

49 **5. SALE/APPRaisal/FINANCING CONTINGENCIES.**

50 **A. Sale Contingency.** Check one box below:

- 51 This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.
- 52 This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. If this box is checked, then complete and
- 53 attach either Rider "Contingency for Sale of Buyer's Existing Property" (MSC-2021R), or "Contingency for Closing of Buyer's Existing
- 54 Property" (MSC-2022R).

55 **B. Appraisal Contingency.** Check this box only if this Appraisal Contingency paragraph is intended to apply:

56 **Note:** A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and

57 underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the Property appraising at the

58 Purchase Price, Buyer should check box B above and complete the following.

59 Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser

60 selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "Appraisal Contingency"). Seller agrees to provide

61 reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer. If the appraised value is less than the

62 Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on

63 this Appraisal Contingency, Buyer must deliver a written request (and a complete copy of the appraisal) to Seller no later than _____

64 days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer

65 does not timely deliver the Appraisal Notice to Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a

66 written agreement to reduce the Purchase Price as requested within _____ days (5 if none stated) after delivery of the Appraisal Notice

67 to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer,

68 subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution

69 Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's

70 financing contingency (if any) shall be proportionately reduced.

71 **C. Financing Contingency.** Check box 1, 2, or 3 below:

72 **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

73 (Also check the following, if applicable): Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

74 **2. Nonconventional.** If this box is checked, then complete and attach the applicable Rider (e.g., Government Loan, MSC-2011R;

75 Seller Financing & Disclosures, MSC-2012R; or Loan Assumption, MSC-2013R).

76 **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying

77 for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to

78 make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller

79 of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which

80 is ___ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under

81 this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such

82 Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer

83 has timely complied with all of the terms of this paragraph and despite request, Buyer was unable to obtain such Notice from lender (See

84 MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer

85 has complied with the terms of this subparagraph C.3 and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the

86 terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

87 (Complete one or both) Loan amount: _____% of the Purchase Price, or \$_____. Initial interest rate

88 not to exceed: _____%. Amortization term _____ years.

89 Rate Type (check one): Fixed Adjustable Other: _____

90 Other terms (N/A if blank): _____

91 If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of the sale and/or

92 closing of another property of Buyer's will not constitute grounds to exercise this financing contingency. If there is no appraisal

93 contingency (i.e., if subpart B is not checked above) or the appraisal contingency has been waived or removed, then failure of the

94 Property to appraise at the Purchase Price will not constitute grounds to exercise this financing contingency.

95 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have

96 available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

97 **6. TITLE/SURVEY.** **Note:** Any Seller paid Title Fees set forth below are **in addition** to any "Seller Concessions" (see §10).

98 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise

99 specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

100 Within _____ days (10 if none stated) after the Effective Date (check applicable box below):

101 **A.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in

102 the amount of the Purchase Price (the "Owner's Policy"), **both at Seller's cost.**

103 **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

104 **C.** Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost.**

105 **D.** Buyer may order a Title Commitment to issue an Owner's Policy (**both at Buyer's cost**).

106 The Title Commitment and Owner's Policy shall be issued by Boone Central Title (the "Title Company").

107 Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and

108 determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may

109 be disclosed. **Note:** All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements

110 and ability to provide full survey coverage. MSC-2500 (Survey Order Form) may be used to indicate the type of survey or service Buyer

111 selects and the company to perform the same. Buyer has _____ days (10 if none stated) to review the Title Commitment after its receipt,

112 including (other than the Permitted Exceptions as defined below) all recorded subdivision, use and other restrictions, rights of way and

113 easements, and all other recorded documents referenced therein which Buyer may desire to obtain (the "Review Period"), and to

114 deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("**Objections**");
 115 provided, however, that if box 6D is checked, then Buyer has _____ days (20 if none is stated) after the Effective Date (which shall be
 116 deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2055N ("**Title**
 117 **& Survey Notice**") may be used to facilitate the delivery of any Objections.

118 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
 119 Seller has _____ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at
 120 Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____ additional days
 121 (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of
 122 such Objections. **Note:** If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to
 123 agree to correct any of them. If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer
 124 (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey, title, inspection
 125 and appraisal costs or charges paid or incurred by Buyer.

126 Seller is solely responsible and liable for clearing any title or survey exception that arises between the Effective Date and Closing. Any
 127 existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing)
 128 may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Title
 129 Commitment or a survey for which Buyer does not timely deliver a Notice of objection shall be deemed waived, and together with all
 130 laws and zoning ordinances are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include
 131 mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title
 132 insurance policy.

133 7. INSPECTIONS.

134 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given
 135 to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase
 136 Price, or by making correction of such conditions by Seller a requirement of this Contract. Unless waived in writing (MSC-2051R As-Is
 137 Inspection Waiver Rider may be used for this purpose), Buyer may inspect the Property or have it inspected by a qualified inspector on
 138 Buyer's behalf during the Inspection Period. **Note:** The cost and availability of insurance should be ascertained during the Inspection
 139 Period, including but not limited to homeowner's and flood insurance. Seller agrees to provide reasonable access to the Property for
 140 this purpose, and as may be required by Buyer's lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to
 141 immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands
 142 and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of or access to the
 143 Property by or on behalf of Buyer, which obligations shall survive termination of this Contract.

144 B. Property Data.

145 Within _____ days (Insert "N/A" if not applicable, otherwise 5 days if none stated) after the Effective Date (the "**Property Data Review**
 146 **Period**"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; taxes; school district;
 147 square footage of land or improvements; Subdivision Documents and the presence of registered sex offenders or other convicted
 148 criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the unrecorded subdivision/homeowner
 149 association bylaws, rules and regulations and financial and insurance information for the subdivision of which the Property is a part.
 150 Seller authorizes Buyer to obtain Subdivision Documents from the association and agrees to reasonably cooperate in obtaining the
 151 same. Buyer is ultimately responsible for obtaining any Subdivision Documents or other Property Data. If unsatisfied with any Property
 152 Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to
 153 expiration of the Property Data Review Period. **Note:** MSC-2049N (Property Data Review Termination Notice) may be used for this
 154 purpose. Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

155 **C. Inspection Reports.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the Property
 156 as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: flood plain
 157 status; environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer,
 158 septic and wastewater treatment systems and lawn irrigation systems; roofs and other structural improvements; heating and air
 159 conditioning, electrical and mechanical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; leaks
 160 and exterior drainage; and any appliance included as part of the Property. **Note:** Buyer may use form MSC-2045 (Buyer's Inspection
 161 Authorization) to coordinate the inspection process.

162 **D. Inspection Notice.** Buyer must furnish a copy of the relevant portion(s) of the written inspection report(s) to Seller, along with a
 163 written list of any unacceptable condition(s) noted therein (the "**Inspection Notice**", See MSC-2050N), within _____ days (10 if none
 164 stated) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for further
 165 inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller (prior to expiration
 166 of the Inspection Period) and receive an additional _____ days (5 if none stated) to provide the Inspection Notice. **Note:** MSC-2047N
 167 (Notice of Additional Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist
 168 evaluations, are the sole responsibility of Buyer, and not Seller. **Note:** Buyer may submit only 1 Inspection Notice. Buyer may not
 169 object to anything that is not in an inspection report or Specialist Report. Failure to perform any inspection or to timely deliver an
 170 Inspection Notice constitutes a waiver and acceptance of Buyer of all conditions.

171 If an Inspection Notice is timely given, it shall state if:

- 172 (1) Buyer is satisfied with all inspections;
- 173 (2) There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing Date, unless
 174 otherwise specified); or
- 175 (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

176 LIMITATION of inspection rights (only applies if the following box is checked):

177 (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above).
 178 Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's
 179 Inspection Notice must select from only option (1) or (2) above).

180 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have ____ days (10 if none stated) after
 181 Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and pay for
 182 the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in lieu thereof; or (c) a resolution otherwise mutually
 183 acceptable to the parties, or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either
 184 a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense
 185 prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; (both scenarios
 186 being referred to herein as a "Capitulation") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations
 187 failed. Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in an
 188 Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate unless Buyer
 189 delivers a Capitulation Notice to Seller within ____ days (2 if left blank) after Buyer's receipt of Seller's Response (or the parties reach
 190 a mutually acceptable written agreement prior thereto). **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down
 191 payment, interest rate and private mortgage insurance) and may also affect Buyer's ability to obtain any required occupancy permit.

192 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including those
 193 of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If the
 194 Property does not pass all such inspections, Seller must provide Notice to Buyer within ____ days (Insert "N/A" if not applicable,
 195 otherwise 15 days if none stated) after the Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to**
 196 **provide timely Notice eliminates Seller's ability to negotiate any noted inspection violation or requirement, and Seller must**
 197 **correct and satisfy all such matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct
 198 or satisfy all such matter, Buyer and Seller have ____ days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach
 199 a written agreement as to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing
 200 in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written
 201 commitment by (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to
 202 accept the Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an
 203 "agreement" for the purposes of this paragraph, even if earlier negotiations failed. *Buyer is cautioned not to rely on governmental*
 204 *inspections; and to become independently satisfied with the condition of the Property.*

205 **G. Home Warranty (Check one): Note:** Home Warranty plans are not a substitute for inspections.

- 206 (1) Buyer acknowledges that Seller is not providing a home warranty plan or service agreement as a part of this sale. Buyer may
 207 purchase one separately, if desired.
 208 (2) Seller agrees to pay (but only at and upon Closing), towards the cost of a home warranty plan or service agreement (to be ordered
 209 by Buyer or Buyer's Broker) an amount, not to exceed \$ _____. Buyer's Broker may receive a fee from the home warranty vendor.
 210 (3) Seller has a home warranty plan or service agreement and will transfer it to Buyer at Closing. (Please add any further explanation,
 211 terms and conditions) _____

212 8. DISPOSITION OF EARNEST MONEY.

213 Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not
 214 distribute the Earnest Money or any other escrowed funds held by it ("Escrow Funds") without the written consent of all parties to this
 215 Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said
 216 Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil
 217 action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds may be
 218 paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a
 219 court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed
 220 Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within
 221 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State
 222 Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as
 223 set forth above). **Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement**
 224 **be executed by the parties, then those separate terms may supersede the terms of this Contract.** Whenever this Contract provides
 225 for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow
 226 Holder and paid to the applicable service provider(s).

227 9. LOSS/CONDEMNATION.

228 Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and
 229 extended coverage insurance (if any) on the Property, and to do ordinary and necessary maintenance, upkeep and repair, through
 230 Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened
 231 against any part thereof (a "Taking"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then
 232 Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to
 233 its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the
 234 parties shall proceed to Closing. **Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver**
 235 **Notice of any Property damage (or Taking) and any election made in connection therewith.**

236 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
 237 Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each
 238 policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and from
 239 the condemning authority and /or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on
 240 account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled
 241 to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or
 242 Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not
 243 covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price
 244 otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and
 245 rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the

246 Contract, in which case all parties shall be released from any further liability under this Contract and the Earnest Money shall be returned
 247 to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to proceed to Closing to Seller within 10 days after Buyer's receipt
 248 of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if
 249 such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim
 250 regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which shall not be
 251 unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A
 252 rescission does not constitute a default. This Section shall survive Closing.

253 **10. ADJUSTMENTS/CLOSING COSTS.**

254 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations
 255 hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by
 256 Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents
 257 required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
 258 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20
 259 CSR 2250-8.150.

260 **Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.**

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

262 (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for any Survey or
 263 appraisal ordered by or for Buyer; (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees)
 264 customarily paid by a buyer in the County where the Property is located; (e) any lender charges (e.g., appraisal/credit report fees, loan
 265 discount "points", loan origination/funding fees and other loan expenses); (f) any inspections ordered by or for Buyer; (g) special taxes
 266 (e.g., Tax Increment Financing Districts, Community Improvement Districts and Neighborhood Improvement Districts), subdivision and
 267 any other owner association assessments ("**Special Assessments**") levied after Closing; (h) the value of any heating oil or propane gas
 268 left in any tank at the Property (based on supplier current charges); (i) agreed upon repairs; (j) any applicable municipal, conservation,
 269 fire district or other governmental authority occupancy compliance permit fees; and (k) any commission or other compensation due from
 270 Buyer to the Broker(s).

271 **Seller shall pay for (where applicable):**

272 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) any Seller Concessions;
 273 (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the
 274 County where the Property is located; (d) any required municipal, conservation, fire district or other governmental authority occupancy
 275 compliance inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) agreed upon repairs; and (g) any
 276 commission or other compensation due from Seller to the Broker(s).

277 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:**

278 (a) general taxes (based on currently available assessment and rate, otherwise based on previous year); (b) any installments of Special
 279 Assessments becoming due and payable during the calendar year of Closing; (c) subdivision upkeep assessments and monthly
 280 association fee; (d) flat rate utility charges (including water, sewer and trash); and (e) boat dock fees.

281 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but not
 282 to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title
 283 Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees
 284 associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller
 285 or any brokerage or transaction fees charged by Buyer's Broker).

286 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

287 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns.
 288 Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of
 289 the Purchase Price; or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this
 290 Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind
 291 exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other
 292 and its qualified intermediary/third-party facilitator in connection with any such Exchange; provided, however, in no event shall Closing
 293 hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or
 294 subsequent to any obligation of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be
 295 required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the
 296 request of another party (the "**Requesting Party**"), or have its rights or obligations hereunder affected in any manner, or be deemed to
 297 have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each
 298 other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

299 **12. ENTIRE AGREEMENT/MODIFICATION.**

300 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the
 301 Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed,
 302 modified or amended, in whole or in part, except in writing signed by all parties.

303 **13. DEFAULT/REMEDIES.**

304 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in
 305 writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting
 306 party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

307 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a
 308 result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from
 309 liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer
 310 (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing
 311 that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return

312 of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages
 313 as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate
 314 this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's
 315 release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service
 316 agreement between them.

317 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as
 318 a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8) retain the Earnest
 319 Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to
 320 ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of
 321 such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If
 322 Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall
 323 be as set forth in the listing or other brokerage service agreement entered into between them.

324 **14. PREVAILING PARTY.**

325 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to
 326 any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions
 327 of this Section shall survive Closing or any termination of this Contract.

328 **15. SELLER'S DISCLOSURE STATEMENT.** *(check one)*

329 **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the Property. The
 330 Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any
 331 concerns Buyer may have about information in the Seller's Disclosure Statement by use of contingencies under this Contract.

332 **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within _____ days (*1 if none stated*) after the Effective Date.
 333 Buyer has _____ days (*3 if left blank*) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract
 334 is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver Notice of termination to
 335 Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

336 **C.** No Seller's Disclosure Statement will be provided by Seller.

337 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the**
 338 **best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the**
 339 **Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or**
 340 **would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.**

341 **16. LEAD-BASED PAINT DISCLOSURE.**

342 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

343 **17. WALK-THROUGHS/UTILITIES.**

344 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter and "walk-
 345 through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing. "Walk-throughs" are not
 346 for the purpose of conducting a new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it
 347 was on the Effective Date; and (2) any repairs which are required or agreed upon (*if any*) are completed in a workmanlike manner. **Note:**
 348 *MSC-2600N (Walk-Through Notice) may be used for this purpose.* Waiver of any inspection does not waive the right to a "walk-through".
 349 Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange,
 350 at Seller's expense, to have all utilities turned on through Closing (unless utilities have been transferred to Buyer).

351 **18. SIGNATURES.**

352 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one
 353 and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved
 354 standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the
 355 Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image,
 356 such as a pdf via e-mail, is to be treated as an original signature and document.

357 **19. GOVERNING LAW/CONSTRUCTION.**

358 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The
 359 terms "**Seller**" and "**Buyer**" may be either singular or plural, masculine, feminine or neuter gender, according to whichever is evidenced
 360 by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to
 361 modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or
 362 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect
 363 any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be
 364 construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such
 365 provision(s) may be referred to in order to determine the intent of the parties.

366 **20. NOTICES.**

367 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "**Notice**") required under this Contract
 368 (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the
 369 Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction
 370 broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof
 371 to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction
 372 broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

373 **21. RIDERS.**

374 The following Riders are attached and incorporated as part of this Contract: (check all that apply)

- | | | | |
|-----|--|-----|--|
| 375 | <input type="checkbox"/> Back-Up Contract Rider (MSC-2023R) | 380 | <input type="checkbox"/> Rental Property Rider (MSC-2035R) |
| 376 | <input type="checkbox"/> Condominium Rider (CND-2010R) | 381 | <input checked="" type="checkbox"/> Other <u>As is rider</u> |
| 377 | <input type="checkbox"/> Contingency for Closing of Buyer's Property (MSC-2022R) | 382 | <input type="checkbox"/> Other _____ |
| 378 | <input type="checkbox"/> Contingency for Sale of Buyer's Property (MSC-2021R) | 383 | <input type="checkbox"/> Other _____ |
| 379 | <input type="checkbox"/> Government Loan Rider (MSC-2011R) | 384 | <input type="checkbox"/> Other _____ |

385 **Note:** This Contract is designed for use in connection with completed construction. If used for new construction, an appropriate rider
 386 addressing things such as approval of final plans, selection of available options (e.g., flooring, colors, appliances), ability and
 387 procedures to submit change orders, completion deadlines and consequences for failure to meet the same, inspections, construction
 388 loan disbursing, warranties, and anything else that may be important to your situation should be attached.

389 **22. SPECIAL AGREEMENTS.** (complete only if applicable)

390 The completion of the sale is contingent on the approval of the City Council during a May 2024
 391 city council meeting.

392
 393 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)

394 Christina Smith (insert name of licensee) is a real estate broker or salesperson and is (check one or more, as applicable):

- 395 a party to this transaction;
- 396 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
- 397 an immediate family member of Seller Buyer. Specify: Spouse

398 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** (check one, neither or both, as applicable)

399 Seller Buyer (**Note: actual compensation shall be determined by applicable brokerage service agreements**)

400 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
 401 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

402 **25. BROKERAGE RELATIONSHIP.**

403 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that
 404 disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or
 405 Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property,
 406 upon first contact, or immediately upon the occurrence of any change to their relationship.

- | | | | |
|-----|---|-----|---|
| 407 | Licensee assisting Buyer is a: (Check appropriate boxes) | 415 | Licensee assisting Seller is a: (Check appropriate boxes) |
| 408 | <input type="checkbox"/> Buyer's Limited Agent (acting on behalf of Buyer) | 416 | <input checked="" type="checkbox"/> Seller's Limited Agent (acting on behalf of Seller) |
| 409 | <input checked="" type="checkbox"/> Seller's Limited Agent (acting on behalf of Seller) | 417 | <input type="checkbox"/> Buyer's Limited Agent (acting on behalf of Buyer) |
| 410 | <input type="checkbox"/> Dual Agent (acting on behalf of both Buyer & Seller) | 418 | <input type="checkbox"/> Dual Agent (acting on behalf of both Seller & Buyer) |
| 411 | <input type="checkbox"/> Transaction Broker Assisting Buyer (not acting on | 419 | <input type="checkbox"/> Transaction Broker Assisting Seller (not acting on |
| 412 | behalf of either Buyer or Seller) | 420 | behalf of either Seller or Buyer) |
| 413 | <input type="checkbox"/> Subagent of Seller (acting on behalf of Seller) | 421 | <input checked="" type="checkbox"/> (Also check here if serving as a designated agent) |
| 414 | <input checked="" type="checkbox"/> (Also check here if serving as a designated agent) | | |

422 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

423	<u>Weichert, Realtors - First Tier</u> <u>510000800</u>	<u>Weichert, Realtors - First Tier</u> <u>10740</u>
424	Broker's Firm Assisting Buyer	Broker's Firm Assisting Seller
425	Broker's Firm State License # <u>2004011940</u>	Broker's Firm State License # <u>2004011940</u>
426	By (Signature) <u>Christina Smith</u>	By (Signature) <u>Christina Smith</u> <u>04/26/24</u>
427	Licensee's Printed Name: <u>Christina Smith</u>	Licensee's Printed Name: <u>Christina Smith</u>
428	Licensee's State License # <u>2021001253</u>	Licensee's State License # <u>2021001253</u>
429	Date: <u>04/26/2024</u>	Date: <u>04/26/24</u>

430 **26. BROKERS ROLE/FRANCHISE DISCLOSURE.**

431 Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data, and to
 432 otherwise fully inspect the Property. Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or
 433 Seller and their respective licensees identified in §25 above, collectively, the "Brokers") may be present during any time of permitted
 434 access to the Property. Brokers' presence at the Property at any time shall only serve to assist in the coordination of and compliance
 435 with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of
 436 any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge that Brokers have no expertise
 437 or responsibility in analyzing or interpreting those results. The parties will not rely upon the Brokers in any way as to the selection or
 438 engagement of any particular company to serve as a lender, appraiser, title company, surveyor or for any inspection/repair, warranty,
 439 settlement or other service ("Service Provider"). Such services may be offered by more than one company, and the determination
 440 to select and engage a particular Service Provider is to be determined solely by the parties as agreed upon herein. The parties should
 441 consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional

442 licensure, membership in professional associations and years of experience. **Although one or more of the Brokers may be a**
443 **member a franchise, the franchisor is not responsible for the acts of said Broker(s).**

444 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,
445 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home
446 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person
447 making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false
448 (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no
449 action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker
450 is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or
451 false. Acting as a courier of documents shall not be considered to be making any statement contained in such documents.

452 **27. SALES INFORMATION.**

453 Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information
454 of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of
455 REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

456 **28. FIRPTA.**

457 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act ("FIRPTA", 26
458 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If Seller is a foreign
459 person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any amount required to be
460 withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If the net proceeds are not sufficient
461 to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent, as a condition to Closing, the additional Funds
462 necessary to satisfy the applicable FIRPTA withholding requirements. The parties should seek independent tax advice and legal
463 counsel regarding FIRPTA and any other tax matters.

464 **29. ANTI-TERRORISM.**

465 Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly
466 or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in
467 Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism laws.


468 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

469 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____ .m., on
470 _____ (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2) providing
471 timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on or before
472 the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this Contract
473 shall be the date adjacent to the signature of the last party to sign this Contract.

474 **31. TIME IS OF THE ESSENCE.**

475 **Time is of the essence in the performance of the parties obligations under this Contract.** All references to a specified time shall
476 mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

477 **Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).**

478  De'Carlton Seewood 04/30/24
479
480 **BUYER** **Date**
481 Printed Name: De'Carlton Seewood

482
483
484 **BUYER** **Date**
485 Printed Name: _____

486 **If signing on behalf of a trust or other legal entity, please**
487 **please print its name and your title below:**


488 City of Columbia
489 Printed Entity Name
490 Title(s): City Manager


491

492

493

494

SELLER ACCEPTS OFFER (Sign Below)
 Christina A Smith 05/01/2024 7:23 AM
480 **SELLER** **Date and Time**
481 Printed Name: Christina Smith

 Martin S Smith 04/26/2024 4:42 PM
484 **SELLER** **Date and Time**
485 Printed Name: Martin Smith

If signing on behalf of a trust or other legal entity, please
print its name and your title below:

Printed Entity Name
Title(s): _____

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____

Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/23.



Amendment to Contract for Sale of Real Estate

This document has legal consequences. If you do not understand it, consult your attorney.

1 **AMENDMENT:** To Sale Contract dated May 01, 2024.

2 **BY AND BETWEEN:** Christina Smith Martin Smith ("SELLER")

3 And City of Columbia ("BUYER")

4 concerning real estate (the "Property") located at:

5 107 SWITZLER ST COLUMBIA MO 65203 Boone

Street Address City Zip Code County

[Only those items completed below shall apply.]

- 7 1. The date for Closing shall be changed from May 30, 2024, to July 08, 2024.
- 8 2. The date for possession shall be changed from _____, 20____, to _____, 20____.
- 9 3. The date by which the following condition(s) must be satisfied shall be changed from _____, 20____,
- 10 to _____, 20____:
- 11 (a) _____
- 12 (b) _____
- 13 (c) _____
- 14 4. The following condition(s) shall be removed from the Contract:
- 15 (a) _____
- 16 (b) _____
- 17 (c) _____
- 18 5. The Purchase Price shall be changed from \$ _____ to \$ _____.
- 19 6. The Earnest Money deposit shall be changed from \$ _____ to \$ _____.
- 20 7. The Contract is further amended as follows:

IT IS UNDERSTOOD BY ALL PARTIES THAT ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

27 
 28 **SELLER** Christina Smith


BUYER De'Carlton Seewood

29 
 30 **SELLER** Martin Smith

BUYER

31 **Date:** 05/14/2024

Date: 05/14/2024

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Amendment, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments hereto be made.
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