

ONLINE AUCTION



Bidding Opens Tuesday, October 18th at 9am
Bidding Closes Thursday, October 20th at 2pm

16 ac +/- in BOONE COUNTY



We are proud to have the opportunity to present this 16 ac m/l located 10 miles North of Columbia, Missouri. This property has been in the family for years and could be used for residential or recreation. This tract is mainly comprised of mature timber and has a small pond and is very secluded. It has blacktop road frontage, rural water and electric at the property. This tract is located within the Hallsville School District and is next to Rock Fork Lakes Conservation Area.

Online bidding opens Tuesday, October 18th at 9am cst
Online bidding closes Thursday, October 20th at 2 pm cst



Contact John Dyer, Realtor

314-267-4099 | Jdyer@missourilandandhome.com

800-895-4430 | MissouriLandAndHome.com

3516 I-70 Dr. SE, Ste. A, Columbia, MO 65201



**Missouri
Land & Home**



United Country Missouri Land & Home
United Country - Commercial
Real Estate & Auction Services

3516 I-70 Drive SE, Ste. A
Columbia, Missouri 65201

Toll Free 800-895-4430

Office 573-474-8205

Fax 800-824-1741

TERMS AND CONDITIONS OF AUCTION

15.96 ac m/l in Hallsville, MO – Boone County

1. **REGISTRATION:** This is an online only auction. You will need to register online to bid and agree to all terms. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions. ***IF YOU HAVE NOT READ AND REVIEWED THE TERMS FOR SALE OF REAL ESTATE, DO NOT BID.***

2. **ONLINE ONLY AUCTION** (i.e. Internet Auction) by **United Country Missouri Land and Home** The online auction and the online bidding shall begin on Tuesday, October 18th, 2022 at 9 am CST and begin closing on Thursday, October, 20th, 2022 at 2pm CST. Any bid placed in the final 3 minutes of the online auction, will be automatically extended 3 more minutes from the time the bid was placed. ***Example: If an auction scheduled to close at 2:00 pm receives a bid at 1:59, the close time will automatically extend 2:03. The auto extend feature remains active until no further bids are received within the last 3 minutes of the online auction.*** **Bid at www.MissouriLandAndHome.com.**

3. **SERVER & SOFTWARE TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software or any other online auction-related technologies, United Country Missouri Land and Home reserve the right to extend bidding, continue the bidding, or close the bidding. ***NEITHER THE COMPANY PROVIDING THE SOFTWARE nor UNITED COUNTRY MISSOURI LAND AND HOME AND OR AGENTS AND EMPLOYEES SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON.***

4. **FINANCING:** By participating in this auction, bidders hereby agree that their bid shall **NOT BE SUBJECT** to the bidders' ability to obtain financing. By placing a bid in this auction, bidders understand that financing is **NOT** a contingency in the purchase agreement.

5. **ACCEPTANCE OF FINAL BID:** Winning bidder hereby agrees to enter into a Contract to Purchase the property within 24 hours of being declared the Successful Bidder by the Auctioneer. Upon the close of the auction, the winning bidder will be forwarded via email or fax a Contract to Purchase the property. A signed copy of the contract must be received by United Country Missouri Land & Home within 24 hours of the end of the auction.

6. **PROPERTY / TITLE INSPECTION:** It is recommended to all bidders to inspect the property prior to placing any bids in the auction. Property inspections are the responsibility of the bidders. Informational title work will be available online by September 20th, 2022.

7. **DOWN PAYMENT / ESCROW:** An escrow deposit of **Ten Percent (10%)** of the total contract purchase price must be received by True-Line Title within 24 hours of the close of the auction. Acceptable forms of payment include cashier's check, personal or corporate check or wire transfer. The balance will be due in full at closing.

8. **CLOSING & CLOSING COSTS:** Closing shall be on or by November 21st, 2022 at True-Line Title, Columbia, MO. Out of area buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds. Title commitment and owner's policy will be paid by the Seller. Seller will deliver title by General Warranty Deed. Buyer will be responsible for their own mortgage policies or exchange fees (if applicable). Customary closing fees in the county where the property is located will apply to both Seller's and Buyer's transactions accordingly.

9. **TAXES:** 2022 Real Estate Taxes will be prorated to the day of closing.

10. **POSSESSION:** Purchaser shall receive possession of the property at closing. Property will be surveyed and sold per surveyed acre.

11. **HOLD HARMLESS:** Buyer and or Bidder agree to hold harmless and indemnify United Country Missouri Land and Home and its Agents, Owners, and/or Employees and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.

12. **BROKER PARTICIPATION:** United Country Missouri Land and Home does not co-broke their auction listings.

13. **AUCTION DISCLAIMER:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. Maps, photographs, etc. are approximate. Buyers should verify all information to their satisfaction. Please make all inspections and have financing arranged prior to the end of bidding. Information is subject to change without notice. Real estate is being sold "As-Is-Where-Is" and buyer should take time to examine this property thoroughly and rely on their own judgment. The property is being sold subject to all easements, covenants, conditions, zoning and any other existing matters. By bidding you are acknowledging and accepting all posted Seller's Disclosures. Neither the Seller nor United Country Missouri Land & Home or the Auctioneers or Associates or Employees are giving any warranties other than the Seller's Title Warranty. Please call our office at 800-895-4430 if you have any questions.

14: **SPECIAL NOTES:** Please call John Dyer, Listing Agent at 314-267-4099 if you have any questions or would like a tour.

Seller: Schafer Family Property

Boone County, Missouri

Unofficial Document

Jerry L. Johnson
WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Minnie G. Johnson, single, surviving spouse of James L. Johnson, deceased, and Jerry C. Johnson

of the County of Boone, and State of Missouri, hereinafter designated as Grantor (herein so styled, whether one or more) for and in consideration of the sum of \$1.00 and other valuable considerations, paid and delivered by Public Water Supply District No. 7 of Boone County, Missouri (hereinafter referred to as the District) organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said District the perpetual easement and right to enter upon the lands of Grantor; situated in the County of Boone in the State of Missouri, described as follows: A tract of land, part of Section(s) 25, Township 50 N, Range 13 W, more particularly described in Book 323, Page 209, Boone County Records, to-wit NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec 25 T 50 R 13 west of Old Highway 63 as described in deed filed in Book 323 page 209, Boone County Record.

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, remove and patrol on or over or under said lands, pipes or tiles for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes. The water line easement hereby granted shall be 20 feet in width, the center line thereof to be located across said land as installed.

To have and to hold said easement and rights unto said District, its successors and assigns forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said District for going upon said lands and laying of said water pipe line, and that said District shall be liable for such damage to crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands.

Title to said water pipe line shall be and remain in said District.

Grantor covenants to and with said District that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipe lines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

And in the event of a prior lien upon said lands, the Grantor agrees to secure a subordination or release from the holder of such lien, so that this easement shall be first or prior to such lien. That the lien recorded in Book _____ at page _____ (and Book _____) Page _____ of the Records of the Recorder of Deeds for Boone County, Missouri, is the only lien thereon.

Filed for record on 12-15-1972 at 2:00 P.M. in Boone Co. Mo.
Document No. 4237 recorded in Book 406 page 423.
Betsy Saunders, Recorder of Deeds.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

Grantor further agrees that all checks or warrants that may be paid under the provisions of this easement, may be made payable to the Grantor and the holder of such lien. That the lien holder shall execute waiver on the second sheet hereof, which is made a part hereof.

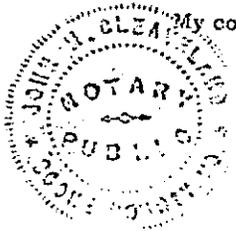
IN WITNESS WHEREOF, We have set our hands this 9th day of Sept, A.D., 1972

Minnie G. Johnson
Jerry G. Johnson

STATE OF MISSOURI)
COUNTY OF BOONE : ss.

On this 9th day of Sept, 1972, before me, a Notary Public in and for the County of Boone in the State of Missouri, personally appeared Minnie G. Johnson, single, surviving spouse of James L. Johnson, deceased, and Jerry G. Johnson to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the county aforesaid the day and year first above written.



My commission expires _____

John M. Cleveland
Notary Public

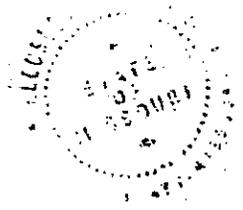
County,
Missouri.

JOHN M. CLEVELAND, Notary Public
Columbia, Boone County, Missouri
Commission expires Feb. 19, 1975.

State of Missouri }
County of Boone, } Sec. 7

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 15 day of December A.D., 1972 at 2 o'clock and 05 minutes P. and is truly recorded in Book 406 page 423.

Witness my hand and official seal on the day and year above said
Betty Quindt
Recorder



Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

Filed for record on April 19 1984 at 4:25 o'clock P.M. in Boone Co. Mo.
Document No. 3216 recorded in Book 589 page 314. Betty Johnson, Recorder of Deeds.

ROAD EASEMENT

THIS ROAD EASEMENT is made and entered into on this 27th day of March, 1984 by and between KENNETH SHERN and MARTHA SHERN, husband and wife, (FIRST PARTY), HILARY JOHNSON and MARY JOHNSON, husband and wife, (SECOND PARTY), ERNEST LEE POLAND and MARY POLAND, husband and wife, (THIRD PARTY), JERRY JOHNSON, a single person, (FOURTH PARTY), and KATHRYN HENDERSON, a single person, (FIFTH PARTY).

WHEREAS, KENNETH SHERN and MARTHA SHERN are the owners of a tract of land consisting of approximately eighty (80) acres located in the SE 1/4 of the SE 1/4 of Section 23; and HILARY JOHNSON and MARY JOHNSON are the owners of a tract of land consisting of approximately fifteen (15) acres located in the NE 1/4 of the NE 1/4 of Section 26; and ERNEST LEE POLAND and MARY POLAND are the owners of a tract of land consisting of approximately twenty-five (25) acres located in the NE 1/4 of the NE 1/4 of Section 26; and JERRY JOHNSON is the owner of certain tracts of land described in surveys recorded in Boone County in Book 470, page 583, in Book 442, page 190, and Tract 2 of a survey recorded in Book 505, page 471, said tracts located in the NW 1/4 of Section 25; and KATHRYN HENDERSON is the owner of Tract 1 of a survey recorded in Boone County in Book 505, page 471, said tract located in the NW 1/4 of Section 25, all of said land being in Township 50 North, Range 13 West, Boone County, Missouri, and

WHEREAS, the above described land owned by said parties contains an existing gravel road which is used by all of said parties for the purpose of ingress and egress from their respective tracts of land to Old U.S. Highway 63, and

WHEREAS, said parties do hereby mutually desire to establish said existing gravel road as a permanent roadway across said land to be used by all of said parties for the purpose of ingress and egress from their respective tracts of land to Old U.S. Highway 63.

NOW, THEREFORE, FOR MUTUAL CONSIDERATION passing from each of the parties hereto to each of the parties hereto, receipt of

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

which is hereby acknowledged, the parties do hereby mutually grant, convey and establish a permanent road easement across the real estate owned by the parties which is described above for ingress and egress from their respective tracts of land to Old U.S. Highway 63. Said Road Easement shall be twenty feet (20') in width and shall be located as same presently exists upon said real estate, beginning where said road joins Old U.S. Highway 63 (north of the water tower) and thence running north-westerly across the above described land owned by JERRY JOHNSON and KATHRYN HENDERSON, located in Section 25, Township 50, Range 13, to the northwest corner of said Section 25; thence west with the section line between Sections 23 and 26 (of even width off the property of KENNETH SHERN to the north and the property of ERNEST LEE POLAND and HILARY JOHNSON to the south) approximately one thousand three hundred twenty feet (1,320') to the west edge of the tract owned by HILARY JOHNSON in Section 26, Township 50, Range 13.

The parties hereto shall all share equally in the maintenance and upkeep of that part of said gravel road which lies on the property of JERRY JOHNSON and KATHRYN HENDERSON and which is located in Section 25, the maintenance and upkeep of that part of said road lying in Sections 23 and 26 shall be shared equally between those landowners lying on the north of the road (who shall pay one-half [1/2]) and those landowners lying on the south of the road (who shall pay one-half [1/2]).

This easement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, and grantees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

FIRST PARTY

Kenneth Shern
Kenneth Shern

Martha S. Shern
Martha S. Shern

SECOND PARTY

Hilary Johnson
Hilary Johnson

STATE OF MISSOURI
COUNTY OF BOONE

Subscribed and
KENNETH SHERN and
day of March, 1984.

My Commission expires

Subscribed and
MARY JOHNSON and
day of March, 1984

My Commission expires

Subscribed and
ERNEST LEE POLAND and
day of March, 1984

My Commission expires

Subscribed and
JERRY JOHNSON (FOUR

My Commission expires

Subscribed and
KATHRYN HENDERSON (F

My Commission expires

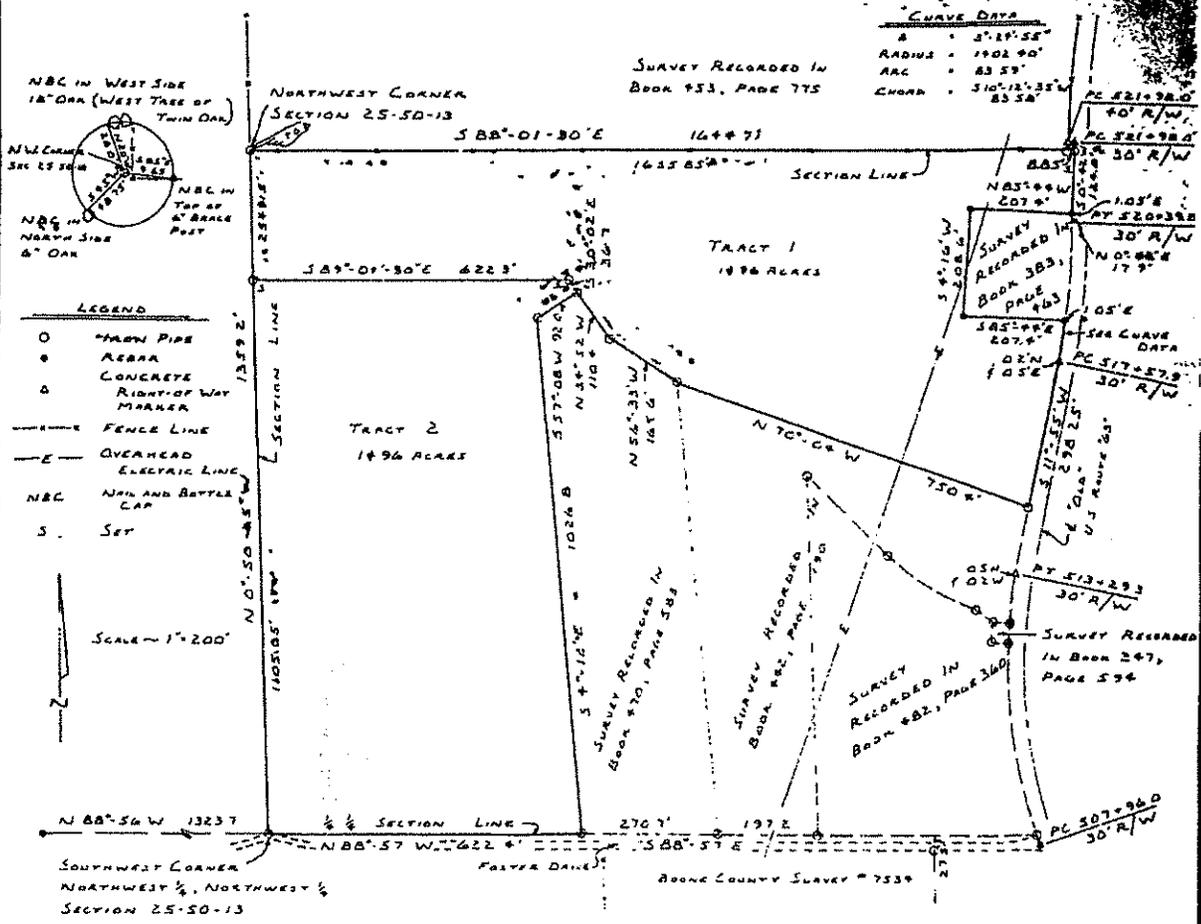
State of Missouri)
County of Boone)
County and State do
was filed for record
at _____ o'clock a.

Nora Dietzel, Recorder of Deeds
Page _____
my hand

Nora Dietzel, Recorder of Deeds

Unofficial Document

Filed for record on 11/23/83
 Document No. 477 recorded in Book 505, page 477. Bettie Johnson, Recorder of Deeds.



This is to certify that in November, 1983, I completed a survey in the northwest 1/4 of the northwest 1/4 of Section 25, T50N, R13W, in Boone County, Missouri.

Beginning at the northwest corner of Section 25-50-13; thence $S 88^{\circ}-01'-30'' E$, along the north line of said Section, 1644.7 feet to the west right-of-way line of old U.S. Route 73; thence, leaving said Section Line, $S 88^{\circ}-42'' E$, along said right-of-way line, 124.0 feet to the northeast corner of a survey recorded in Book 363, Page 463; thence, leaving said right-of-way line and following the lines of said survey, $N 85^{\circ}-14'' E$ 207.4 feet, $S 4^{\circ}-16'' W$ 208.6 feet; $S 85^{\circ}-14'' E$ 207.4 feet to a $110^{\circ}-05'-13''$ degree of curve on said west right-of-way line; thence, leaving said survey lines, along said curve to the right and said right-of-way, 73.58 feet with said curve having a chord of $S 10^{\circ}-12'-35'' W$ 23.58 feet) to the P.O. Station of said curve; thence, continuing along said right-of-way line, $S 11^{\circ}-55'' W$ 296.25 feet to the northeast corner of a survey recorded in Book 462, Page 150; thence, leaving said right-of-way line, $N 70^{\circ}-06'' W$ 750.4 feet to the northwest corner of said survey, below the northeast corner of a survey recorded in Book 470, Page 583; thence, following the lines of said survey, $N 5^{\circ}-33'' W$ 165.6 feet; $N 74^{\circ}-52'' W$ 116.4 feet; $S 59^{\circ}-08'' W$ 92.0 feet; $S 4^{\circ}-12'' E$ 102.2 feet to the south line of the northwest 1/4 of said Section; thence, leaving said survey lines, $N 84^{\circ}-57'' E$, along the 1/4 section line, 622.4 feet to the southwest corner of the northwest 1/4 of the northwest 1/4 of said Section; thence $N 0^{\circ}-50'-25'' W$, along the west line of said Section, 1359.9 feet to the point of beginning and containing 29.92 acres.

I then divided this tract into two tracts as shown on this plat. All lines were existing unless otherwise noted as set. The overhead electric line, shown on the plat, is the centerline of an unrecorded 20 foot electric line easement. Bearings are based on the 1/4 section line, as shown by a survey recorded in Book 470, Page 583 of the Boone County, Missouri records.

These two tracts are subject to a water line easement recorded in Book 466, Page 423 of the Boone County, Missouri records. Subscribed and sworn to before me, a Notary Public in and for Boone County, Missouri, this 15th day of November, 1983. My commission expires September 19, 1987.

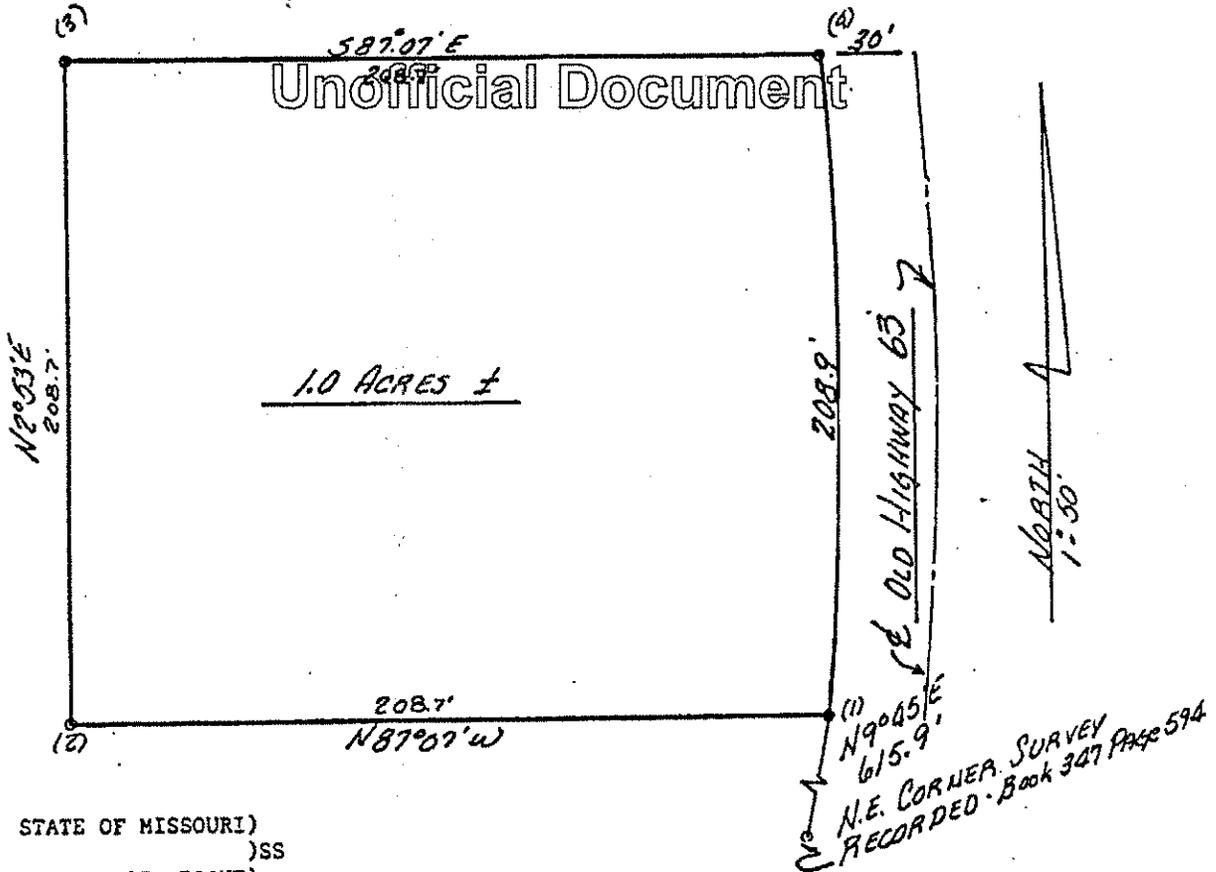
Billy Adams, Jr.
 BILLY W. ADAMS, JR.
 Notary Public

BASINGER SURVEYING
 by:
David V. Piest
 David V. Piest
 Registered Land Surveyor
 LS #1953

Approved for recording by:
Stan Shawver
 Stan Shawver
 County Platner

State of Missouri | Sec.
 County of Boone | 82.
 I, the undersigned Recorder of Deeds for said County and State of Missouri, certify that the foregoing instrument of writing was filed for record in my office on the 23. day of NOVEMBER, 1983, at ...
 ... 27 minutes ... A.M. and is truly recorded in Book ... 505, Page 477.
 Witness my hand and official seal on the day and year above written.
 Bettie Johnson, Recorder of Deeds

Nora Dietzel, Recorder of Deeds



STATE OF MISSOURI)
) SS
 COUNTY OF BOONE)

This is to certify that I, Darrell E. Adams, made a survey of a 1 acre tract of land located in the North 1/2 of the N.W. 1/4 of Section 25, T50N, R13W, Boone County, Missouri, and is more particularly described as follows:

Starting at an iron, the Northeast corner of a survey recorded in Book 347, Page 594, of Boone County Records; Thence North 9°45' E., 615.9 ft. to (1) and the point of beginning; Thence North 87°07' W., 208.7 ft. to (2); Thence North 2°53' E., 206.7 ft. to (3); Thence South 87°07' E., 208.7 ft. to (4) on the westerly R/w Line of Old Highway 63; Thence southerly along said R/W line with a curve right 208.9 ft. to (1) and the point of beginning.

Monuments, dimensions and bearings are as shown on the attached plat.

Darrell E. Adams
 Darrell E. Adams MRLS #852
 July 28, 1969

Subscribed and sworn to before me, a Notary Public, this 21 day of July, 1969.

My commission expires 12-6-72

Darrell E. Adams
 Notary Public

State of Missouri)
 County of Boone,) Sect. I, the undersigned Recorder of Deeds for said County
 and State do hereby certify that the foregoing instrument of writing was filed for record in my
 office on the 22nd day of August 1969 at 8 o'clock and 12 minutes A. M.
 and is truly recorded in Book 383 page 463.

Witness my hand and official seal on the day and year aforesaid,
Nora Dietzel, Recorder of Deeds, Deputy

True Line Title Company hereby certifies that it has searched the records in the Office of the Recorder of Deeds of **Boone** County, MO, the Courts of Record of said County, and the tax records of said County, in relation to the title to the following described real property:

DESCRIPTION

Tract 1: A tract of land containing 14.96 acres, located in the Northwest Quarter (NW 1/4) of Section 25, Township Fifty (50) North, Range Thirteen (13) West, in Boone County, Missouri, and being described as Tract One (1) in a Survey recorded in Book 505, Page 471 of the Boone County, Records.

Tract 2: A tract of land located in the North One-half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-five (25), Township Fifty (50) North, Range Thirteen (13) West, described as follows: Starting at an iron, the Northeast corner of a survey recorded in Book 347, Page 594 of Boone County Records; thence North 9 degrees 45' East, 615.9 feet to a point of beginning; thence North 87 degrees 07' West, 208.7 feet to a point; thence North 2 degrees 53' East, 208.7 feet to a Point; thence South 87 degrees 07' East, 208.7 feet to a point on the Westerly right-of-way line of Old Highway 63; thence Southerly along said right-of-way line with a curve right 208.9 feet to the point of beginning, as shown by the Survey recorded in Book 383, Page 463, Bonne County, Missouri Records.

06-902-25-00-009.00

REPORT

That matters appearing in said records concerning the title to said real estate are as set out below:

The last apparent owner of said real estate is:

To Be Determined

UNRELEASED DEEDS OF TRUST, MORTGAGES OR FINANCING STATEMENTS

That there are no Mortgages, Deeds of Trust, Assignments or Financing Statements, securing indebtedness, affecting title to said real estate that do not appear to be satisfied, filed during the ownership period of last apparent owner of record, shown above, except as follows:

None of Record.

JUDGMENTS AND TAX LIENS

That there are no Judgments rendered, Executions issued, Mechanic's Liens filed, Transcripts of Bankruptcy proceedings, or Federal or State Tax Liens filed during the ownership period of last apparent

owner of record, shown above, which do not appear to be satisfied, against the following named persons

Except as follows:

N/A

OTHER MATTERS OF RECORD:

In addition to the items above, we also find the following items in the public record:

1. **Rights of the public, State of Missouri, and/or Boone County, in and to that part of the premises in question, if any, taken for road purposes for Old Hwy 63 N .**
2. **Building set back lines and easements as shown on the Survey recorded in Book 383, Page 463 and by Survey recorded in Book 505, Page 471 of the Boone County, Missouri, Records.**
3. **Water Line Easement to Public Water Supply District No. 7 of Boone County, Missouri, recorded in Book 406, Page 423, Boone County, Missouri Records.**
4. **Road Easement recorded in Book 509, Page 314, Boone County, Missouri Records.**

TAXES

For informational purposes only, we submit the following real estate taxes figures. We assume no liability for the correctness of same.

Property Address: 12331 Old Hwy 63 N, Hallsville, MO 65255

Tax ID #: 06-902-25-00-009.00

Tax Year: 2021 taxes are PAID in the amount of \$180.72

Taxes are paid in arrears annually.

Due December 31st and delinquent January 1st, with no discount dates.

Taxing Entity: Boone County, Missouri Collector, Boone County, Missouri

Taxing Entity Address: 801 E. Walnut, Room 118, Columbia, MO 65201

DISCLAIMER

This report does not include Financing Statements or Security Agreements not recorded in the real estate records of the Recorder of Deeds, nor does it include any city taxes and special assessments.

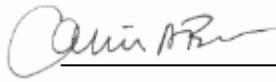
This report is not an Abstract of Title. This report cannot be construed as a commitment to issue title insurance. The liability of True Line Title Company accrued by the issuance of this report is strictly limited to the amount paid for the report. Only the person(s) for whom this report was prepared may

rely upon the information contained herein. By reliance on this report, you agree that the liability of True Line Title Company LLC is limited to the amount paid for this report.

Effective Date: **31st day of August, 2022 at 8:00 a.m.**

True Line Title Company, LLC

By:

A handwritten signature in black ink, appearing to read "Carrie Bellinghausen", is written over a horizontal line.

Carrie Bellinghausen, Authorized Signatory

CONTRACT FOR THE SALE OF REAL ESTATE

Approved by legal counsel for use by United Country/Missouri Land & Home in Auction Sales

(This is a legally binding contract, if not understood, seek competent advice.)

THIS CONTRACT, made and entered into the _____ day of _____, 2022, by and between _____, the SELLER, and _____, the BUYER.

(The terms SELLER and BUYER may be either singular or plural according to whichever is evidenced by the signatures below.)

1. PROPERTY: For and in consideration of the mutual obligations of the parties hereto, the SELLER hereby agrees to sell and convey unto the BUYER and the BUYER agrees to purchase from SELLER, upon the terms and conditions hereinafter set forth, the following described real estate situated in the County of _____, State of Missouri, to wit: _____ located in Section _____, Township _____, Range _____ (or) _____, Missouri _____

(address) (city) (zip)

(Attached legal description or legal description on title insurance commitment to govern.)

("Property") together with the following described appurtenances, fixtures, and/or personal property, if any, now located thereon, to wit: electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, window shades, Venetian blinds, curtain rods, storm doors and windows, screens, awnings, attached mirrors, TV antenna, automatic garage door opener and remotes, water softener and _____

BUT NOT TO INCLUDE _____

2. PURCHASE PRICE: BUYER shall pay the following amount (the "Purchase Price") to the SELLER as consideration for the purchase of the Property in the manner as follows:

A. TOTAL PURCHASE PRICE FOR THE PROPERTY (CONTRACT PRICE) \$ _____

B. EARNEST MONEY DEPOSIT \$ _____

Earnest money to be held by _____ as "Escrow Agent", and upon delivery of the deed as hereinafter provided, the BUYER shall pay the balance of the Purchase Price to the SELLER BY CERTIFIED FUNDS AT CLOSING. Permission is hereby granted by SELLER and BUYER for United Country/Missouri Land & Home to provide sales data to professional users of real estate sales data.

3. FINANCING: This Contract is not contingent upon any financing agreement and Buyer agrees to pay the balance of the Purchase Price due in cash upon Closing.

4. CLOSING AND POSSESSION: The sale under this Contract shall be closed at the office of _____ in _____, Missouri, on or before the _____ day of _____, 2022 at _____ o'clock _____ p.m., or at such other time and place as the parties may mutually agree. If there are defects in the title to the Property which require correction, then the time of closing may be extended by the application of the provision of said General Closing Conditions and Sales Practices as set forth below. Possession shall be delivered to the BUYER at the time of closing or within _____ days thereafter, subject to the rights of _____ who occupies the premises. SELLER and BUYER shall divide any charges for closing this transaction equally. However charges for closing a loan, facilitating an exchange, or other charge benefiting a specific party to the transaction will be charged to the party receiving said benefit of that service.

5. SPECIAL AGREEMENTS: _____

6. LEAD BASED PAINT DISCLOSURE: Property exempt from lead based paint disclosure unless same is attached hereto and initialed by BUYER and SELLER.

7. 1031 EXCHANGE: SELLER and BUYER agree to cooperate with each other should either party elect to undertake an exchange under Section 1031 of the code of the Internal Revenue Service with the costs of facilitating said exchange to be borne by the party benefiting from said exchange.

8. FEE FOR AUCTION SERVICES: United Country/Missouri Land & Home shall receive a fee for its services from _____ SELLER _____ BUYER.

9. LICENSEE AS PRINCIPAL DISCLOSURE: It is hereby disclosed that the following principal(s) hold a real estate licensee _____

10. GENERAL CLOSING CONDITIONS AND SALES PRACTICES

TITLE INSURANCE: SELLER shall deliver to BUYER no later than 15 days prior to the date of closing a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in the amount of the Purchase Price, naming the BUYER as the insured and issued by a title insurance company licensed to write title insurance in Missouri which policy shall insure the owner's title to be marketable in fact as called for by this Contract and shall provide that a policy shall be issued immediately after the SELLER's warranty deed to the BUYER is placed of record. Search fees and premium for owner's title insurance policy shall be paid by the SELLER and the premium of mortgagee's title insurance policy, if any, shall be paid by the BUYER.

DEFECT IN TITLE: The BUYER shall have five (5) days after such delivery of title insurance commitment to specify objections to the title in writing and deliver the same to the SELLER. The SELLER shall correct any such defects within sixty (60) days from the date of delivery of such objections, and the closing shall be extended for such period. Any defects appearing in the title

70 commitment and not so objected (except liens of record which can be removed as of course by the payment of money), shall
71 be deemed waived but only insofar as correction under the title commitment is concerned. If any of said defects so noted are
72 not corrected within the sixty (60) day period aforementioned, then this Contract shall be null and void (at the option of the
73 BUYER, by written notice to the SELLER within five (5) days after the expiration of the sixty (60) day period) and the earnest
74 money deposit shall be returned to the BUYER.

75 **TITLE STANDARDS:** It is understood and agreed that title herein required to be furnished is marketable title. The parties
76 further understand and acknowledge that the following limitations in title shall not be deemed to render Seller's title
77 unmarketable: a) Real estate taxes which may be a lien, but are not yet due and payable; b) Rights of way and easements of
78 record acquired by any utility company to maintain and operate lines, wires, cables, pipes, poles, conduits, and distribution
79 boxes in, over, above, and upon the Property which are not being violated by the current use of the Property or those which will
80 not materially interfere with such use of the Property as the BUYER might reasonably expect to make in view of the general
81 character of the area and neighborhood in which the Property is located; c) Zoning and all other restrictions, regulations,
82 requirements, laws, ordinances, resolutions, and orders of all boards, bureaus, commission, departments, and bodies of any
83 municipal, county, state, or federal authorities provided same are not violated by existing structures or the present use thereof;
84 d) Restrictions, declaration, or covenants which are not being violated by the current use of the Property or those which will
85 not materially interfere with such use of the Property as the BUYER might reasonably expect to make in view of the general
86 character of the area and neighborhood in which the Property is located; and e) Any exception or defect in title set forth in the
87 title commitment delivered by seller above which is not objected to by BUYER within the time frame set forth above or for which
88 SELLER is able to furnish to the issuing title company the affidavit or other delivery necessary for the removal of such exception
89 by closing.

90 **SELLER TO CONVEY BY WARRANTY DEED:** The SELLER shall deliver to the BUYER at closing a Warranty Deed, free and
91 clear form all liens and encumbrances whatsoever, except as herein provided, and the BUYER shall then and there pay the
92 balance, if any, of the Purchase Price as described above by certified funds and deliver to the SELLER the note and deed of
93 trust, if any, as hereinbefore described.

94 **TAXES, ASSESSMENTS AND RENTS:** The SELLER shall pay in full all State, County and Municipal taxes and assessments,
95 general and special, which are a lien on said Property except taxes for the current calendar year which shall be prorated as the
96 date of delivery of the deed. If the amount of taxes cannot then be ascertained, pro-ratio shall be computed on the amount of
97 general taxes for the preceding calendar year. The rental from said Property, if any, shall go to the SELLER pro-rated to date of
98 delivery of the deed and to the BUYER thereafter. Security deposits and advance rents, if any, shall be paid to BUYER at
99 closing. In the event SELLER has paid to any lender a deposit for taxes, such amounts shall be applied toward the payment of
100 SELLER's obligation for pro-rated taxes hereunder, and if such deposit is not sufficient to satisfy SELLER's obligation
101 hereunder, SELLER shall pay the BUYER the amount of any difference.

102 **PARTIES TO PERFORM PROMPTLY/LIQUIDATED DAMAGES:** It is understood and agreed that because of the
103 commitments of the parties, that time is of the essence of this Contract, and if the SELLER has kept SELLER's part of this
104 Contract by furnishing marketable title as herein provided, and the BUYER has failed to comply with the requirements of this
105 Contract, then the money deposited as aforesaid shall be paid over to the SELLER as liquidated damages, actual damages
106 being difficult if not impossible to ascertain, and this Contract may or may not thereafter be operative, at the option of the
107 SELLER. The Escrow Agent and/or United Country/Missouri Land & Home shall not be liable for the earnest money to be
108 deposited as herein provided until said earnest money is in the form of cash or cash equivalent and delivered to such party. If
109 BUYER shall fail to pay additional earnest money deposit when due (if required by this Contract) or if the earnest money is to be
110 paid over to SELLER as liquidated damages because of failure of BUYER to perform as hereunder provided, then the earnest
111 money deposit shall go first toward reimbursing expenses of SELLER or United Country/Missouri Land & Home incurred in this
112 transaction, and the balance to be paid one half to SELLER and one half to United Country/Missouri Land & Home in lieu of
113 commissions or other fees due to United Country/Missouri Land & Home in connection with this transaction, provided however
114 that United Country/Missouri Land & Home shall in no event receive any sum of money for services greater than the amount
115 agreed to as commission. SELLER and BUYER agree that in the event of a dispute over the return or forfeiture of any earnest
116 money held by Escrow Agent, as set forth in this Contract, Escrow Agent shall retain said earnest money deposit until all written
117 release from all parties consenting to the disposition of earnest money is signed by SELLER and BUYER or until a civil action is
118 filed by Escrow Agent to determine the disposition of same at which time Escrow Agent may pay the funds into the court for
119 disposition.

120 **PROPERTY TO BE KEPT INSURED:** It shall be SELLER's obligation to keep the improvements on the said Property fully
121 insured until the date of delivery of the deed to the BUYER. If the improvements on this said Property are substantially
122 damaged or destroyed by fire or other casualty prior to the closing of this sale, then BUYER shall have the option of accepting
123 all of the insurance proceeds and proceeding with BUYER's performance under this Contract or canceling this Contract
124 whereupon earnest money deposited as aforesaid shall be returned to the BUYER, less any expense incurred on behalf of
125 BUYER.

126 **SUCCESSORS:** This Contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and
127 assigns.

128 **ASSIGNS:** The Buyer shall have the right to assign this Contract and any and all deposits in escrow made on account of the
129 Purchase Price hereunder upon giving the Seller written notice of such assignment (which shall include the name and address
130 of the assignee). Unless specifically agreed by all parties, any assignment shall not relieve the original parties of their
131 obligations hereunder.

132 **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes all previous
133 discussions and agreements, and this Contract may not be modified by any party except by initialing changes herein or by a
134 writing signed by all parties.

135 **ASSIGNMENT OF INSURANCE:** In the event the parties hereto agree that any insurance policy on the Property subject hereto
136 is to be assigned to BUYER, then at the time of closing BUYER agrees to pay SELLER, pro-rata, any amount of unearned
137 insurance premium and the insurance policy shall be assigned to BUYER. In the event the BUYER is assuming indebtedness of
138 the Property which is secured by a deed of trust and the lender requires a continuation of the insurance deposit made by the
139 SELLER, then the SELLER shall assign said deposit to the BUYER and the BUYER shall reimburse SELLER for the amount
140 thereof.

141 **FACSIMILE SIGNATURES:** "Facsimile signatures", as that term is commonly used with reference to facsimile machines used
142 in transmitting documents, signatures, photocopies, etc., shall be and hereby are declared by all parties to this Contract to be
143 the same as an original signature to this Contract; and a facsimile of this Contract, including the signature portion thereof, shall
144 be treated and relied upon by all parties hereto as an original contract and an authentic signature with the same legal force and
145 effect as though the facsimile is the original document to which a genuine signature has been affixed.

146 **REPRESENTATIONS:** The parties understand and acknowledge that United Country/Missouri Land & Home and its
147 representatives are not experts in matters of the Property's physical condition, boundary locations, square footage or acreage
148 determinations, qualifications for government programs, any discrepancy that a survey may reveal, tax ramifications of purchase
149 or sale, or in legal issues, including, but not limited to, title matters, and therefore, neither United Country/Missouri Land & Home
150 nor any of its representatives make any guarantee or representations with respect to such matters. Please consult the
151 appropriate experts for advice or determinations in those areas.

152 **CAPTIONS AND HEADINGS:** The section and paragraph headings hereof are intended solely for convenience of reference
153 and shall not be deemed to modify, play any construction upon, or explain a provision of this Contract.

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155 **THE PARTIES ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.**

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159 BUYER _____ DATE _____ BUYER _____ DATE _____
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