

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

*Warner Family Trust
19600 State Highway A
Archie, Cass County, MO*



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United County | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink that reads "Shawn Terrel". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

UNITED COUNTRY®

in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154

www.BidHeritage.com & www.BuyHeritage.com

AUCTION ONLINE ONLY

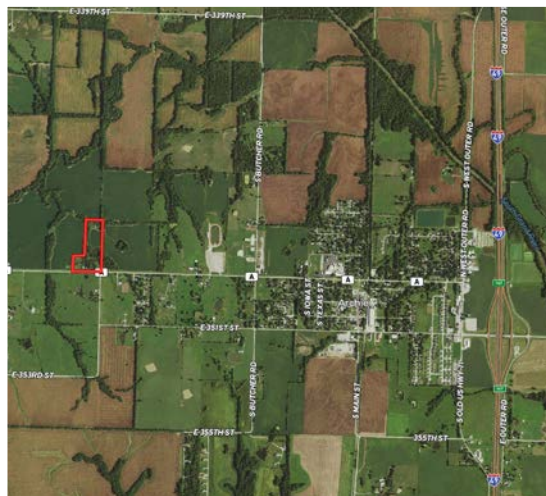
**PREVIEW
DATES:
Sunday
August
1st & 15th
2:00 PM**

**19600 E State Highway A
Archie, MO 64725**

BID ONLINE: www.BidHeritage.com



BIDDING ENDS: AUG 26 at 6:00pm CDT



Residence Features:

- Large 1,784 Sq. Ft. two-story farmhouse
- Historic home (needs remodeling)
- 3 Bedrooms
- 1 Bathroom
- Kitchen
- Large living room with built-ins
- Dining room off kitchen
- Big closets
- Enclosed back porch
- Country style front porch

Outside Property | Land:

- 14.5 +/- surveyed acres
- 3 Ponds
- 3 Older barns/ outbuildings



**Heritage Brokers
& Auctioneers**

Shawn Terrel, CAI, AARE, UCMA
Real Estate Broker / Auctioneer
KS #BR00216208 | MO #2012000450

877-318-0438

Seller: Border States Properties, LLC. TERMS: All bidding is conducted Online Only. 5% Buyer's Premium applies. 10% down with the balance due at closing within 30 days. See website for complete terms & conditions. Franchise office is independently owned & operated.



Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

- **19600 E State Highway A, Archie, MO 64725**

Legally described as:

See Survey and/ or Preliminary Title Commitment for full legal description.

- **Online Bidding Opens on Thursday, July 29th 2021 at 6:00 pm (CST)**
- **Online Bidding Closes on Thursday, August 26th 2021 at 6:00 pm (CST)**

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#17).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the property preview dates as advertised. The property may also be inspected by scheduling an appointment with the Auction company at (877)318-0438.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this

auction, bidders are making a “cash offer” to purchase the property. Financing is NOT a contingency in the purchase agreement.

- 6) **Buyer’s Premium:** A **Five Percent (5%)** Buyer’s Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. If Buyer is represented by a Buyer’s Agent, a **Seven Percent (7%)** Buyer’s Premium will apply. Bidders hereby understand that the Buyer’s Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 5% buyer’s premium = total purchase price of \$105,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Heritage Brokers & Auctioneers** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer’s premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Friday, September 24th 2021**. Closing shall take place at **Coffelt Land Title, 401 S Lexington St., PO Box 208, Harrisonville, MO 64701**. Closing Agent is **Janelle Vergouven**, and the phone number is **(816)380-3441**, email **hvclosings@coffeltlandtitle.com**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Minerals:** The seller’s share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer’s sole expense and shall not be a contingency or requirement in the purchase contract.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 14) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year’s real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the “Maximum Bid” feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The

SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.



**Heritage Brokers
& Auctioneers**

FRANCHISE DISCLOSURE ADDENDUM

SELLER: _____

BUYER: _____

PROPERTY: _____

Heritage Brokers & Auctioneers is a franchisee of United Country Real Estate, LLC. Each United Country Real Estate, LLC office is independently owned and operated. The Brokerage is solely responsible for its debts, liabilities, acts, errors or omissions. United Country Real Estate, LLC is not responsible for the debts, liabilities, acts, errors or omissions of the independent real estate brokerage, herein referred to as Heritage Brokers & Auctioneers.

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

Heritage Brokers & Auctioneers
2820 NW Barry Road
Kansas City, MO 64154



SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)

SELLER (Indicate Marital Status): William A. Warner and Clissie May Warner Living Trust

PROPERTY: 19600 E. State Route A, Archie, MO 64725

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.

Approximate age of Property? 100+/- yrs How long have you owned? 50+ yrs
Does SELLER currently occupy the Property? Yes No
If "No", how long has it been since SELLER occupied the Property? N/A years/months

4. TYPE OF CONSTRUCTION. [] Manufactured [] Modular [X] Conventional/Wood Frame
[] Mobile [] Other

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? Yes No
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No
d. Any drainage or flood problems on the Property or adjacent properties? Yes No
e. Any flood insurance premiums that you pay? Yes No
f. Any need for flood insurance on the Property? Yes No
g. Any boundaries of the Property being marked in any way? Yes No
h. The Property having had a stake survey? Yes No
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No
j. Any fencing on the Property? Yes No
If "Yes", does fencing belong to the Property? N/A Yes No
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

SELLER SELLER

Initials

Initials

BUYER BUYER

- 53 6. ROOF.
- 54 a. Approximate Age: 12+/- years Unknown Type: _____
- 55 b. Have there been any problems with the roof, flashing or rain gutters? Yes No
- 56 If "Yes", what was the date of the occurrence? _____
- 57 c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 58 Date of and company performing such repairs _____ / _____
- 59 d. Has there been any roof replacement? Yes No
- 60 If "Yes", was it: Complete or Partial
- 61 e. What is the number of layers currently in place? _____ layers or Unknown. PLG

62 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

63 documentation: _____

64 _____

65 _____

66 _____

67 _____

- 68 7. INFESTATION. ARE YOU AWARE OF:
- 69 a. Any termites, wood destroying insects, or other pests on the Property? Yes No
- 70 b. Any damage to the Property by termites, wood destroying insects or other
- 71 pests? Yes No
- 72 c. Any termite, wood destroying insects or other pest control treatments on the
- 73 Property in the last five (5) years? Yes No
- 74 If "Yes", list company, when and where treated _____
- 75 d. Any current warranty, bait stations or other treatment coverage by a licensed
- 76 pest control company on the Property? Yes No
- 77 If "Yes", the annual cost of service renewal is \$ _____ and the time
- 78 remaining on the service contract is _____.
- 79 (Check one) The treatment system stays with the Property or the treatment system is
- 80 subject to removal by the treatment company if annual service fee is not paid. PLG

81 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

82 documentation: Property was inspected for termites a

83 couple of yrs ago and no detection at that time

84 _____

85 _____

86 _____

- 87 8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
- 88 ARE YOU AWARE OF:
- 89 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 90 crawl space or slab? Yes No
- 91 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 92 crawl space, basement floor or garage? Yes No
- 93 c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- 94 d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- 95 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 96 f. Any problems with windows or exterior doors? Yes No
- 97 g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- 98 h. Any problems with fireplace including, but not limited to firebox, chimney,
- 99 chimney cap and/or gas line? N/A Yes No
- 100 Date of any repairs, inspection(s) or cleaning? _____
- 101 Date of last use? _____
- 102 i. Does the Property have a sump pump? Yes No
- 103 If "Yes", location: _____
- 104 j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

105 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

106 documentation: Some piercing was put in basement many yrs ago,

107 Block foundation may leak during inclement weather.

108 _____

109 _____

PLG Initials
SELLER SELLER

Initials _____
BUYER BUYER

- 110 **9. ADDITIONS AND/OR REMODELING.**
- 111 a. Are you aware of any additions, structural changes, or other material alterations to
- 112 the Property? Yes No
- 113 If "Yes", explain in detail: _____
- 114 _____
- 115 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
- 116 compliance with building codes? N/A Yes No
- 117 If "No", explain in detail: _____
- 118 _____

- 119
- 120 **10. PLUMBING RELATED ITEMS.** *Rural water*
- 121 a. What is the drinking water source? Public Private Well Cistern
- 122 If well water, state type _____ depth _____
- 123 diameter _____ age _____
- 124 b. If the drinking water source is a well, when was the water last checked for
- 125 safety and what was the result of the test? _____
- 126 c. Is there a water softener on the Property? Yes No
- 127 If "Yes", is it: Leased Owned?
- 128 d. Is there a water purifier system? Yes No
- 129 If "Yes", is it: Leased Owned? *PLG*
- 130 e. What type of sewage system serves the Property? Public Sewer Private Sewer
- 131 Septic System, Number of Tanks _____ Cesspool Lagoon Other _____
- 132 f. The location of the sewer line clean out trap is: *unknown*
- 133 g. Is there a sewage pump on the septic system? N/A Yes No
- 134 h. Is there a grinder pump system? Yes No
- 135 i. If there is a privately owned system, when was the septic tank, cesspool, or sewage
- 136 system last serviced? _____ By whom? _____
- 137 j. Is there a sprinkler system? Yes No
- 138 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
- 139 If "No", explain in detail: _____
- 140 k. Are you aware of any leaks, backups, or other problems relating to any of the
- 141 plumbing, water, and sewage related systems? Yes No
- 142 l. Type of plumbing material currently used in the Property:
- 143 Copper Galvanized PVC PEX Other _____
- 144 The location of the main water shut-off is: _____
- 145 m. Is there a back flow prevention device on the lawn sprinkling system,
- 146 sewer or pool? N/A Yes No
- 147 *PLG*

148 **If your answer to (k) in this section is "Yes", explain in detail or attach available**

149 **documentation:** _____

150 _____

151 _____

PLG _____
SELLER | SELLER

Initials

Initials

BUYER | BUYER

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11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes No
 Central Electric Central Gas Heat Pump Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. _____
2. _____
- b. Does the Property have heating systems? Yes No
 Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other _____
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. _____
2. _____
- c. Are there rooms without heat or air conditioning? Yes No
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes No
 Electric Gas Solar Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. _____
2. _____
- e. Are you aware of any problems regarding these items? Yes No
If "Yes", explain in detail: unknown

12. ELECTRICAL SYSTEM.

- a. Type of material used: Copper Aluminum Unknown
- b. Type of electrical panel(s): Breaker Fuse
Location of electrical panel(s): _____
Size of electrical panel(s) (total amps), if known: _____
- c. Are you aware of any problem with the electrical system? Yes No
If "Yes", explain in detail: unknown

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes No
 - b. Any landfill on the Property? Yes No
 - c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes No
 - d. Any contamination with radioactive or other hazardous material? Yes No
 - e. Any testing for any of the above-listed items on the Property? Yes No
 - f. Any professional testing/mitigation for radon on the Property? Yes No
 - g. Any professional testing/mitigation for mold on the Property? Yes No
 - h. Any other environmental issues? Yes No
 - i. Any controlled substances ever manufactured on the Property? Yes No
 - j. Any methamphetamine ever manufactured on the Property? Yes No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)**

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: unknown

PSJ Initials
SELLER SELLER

Initials
BUYER BUYER

- 205 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 206 a. The Property located outside of city limits? Yes No
- 207 b. Any current/pending bonds, assessments, or special taxes that
- 208 apply to Property? Yes No
- 209 If "Yes", what is the amount? \$ _____
- 210 c. Any condition or proposed change in your neighborhood or surrounding
- 211 area or having received any notice of such? Yes No
- 212 d. Any defect, damage, proposed change or problem with any
- 213 common elements or common areas? Yes No
- 214 e. Any condition or claim which may result in any change to assessments or fees? Yes No
- 215 f. Any streets that are privately owned? Yes No
- 216 g. The Property being in a historic, conservation or special review district that
- 217 requires any alterations or improvements to the Property be approved by a
- 218 board or commission? Yes No
- 219 h. The Property being subject to tax abatement? Yes No
- 220 i. The Property being subject to a right of first refusal? Yes No
- 221 If "Yes", number of days required for notice: _____
- 222 j. The Property being subject to covenants, conditions, and restrictions of a
- 223 Homeowner's Association or subdivision restrictions? Yes No
- 224 k. Any violations of such covenants and restrictions? N/A Yes No
- 225 l. The Homeowner's Association imposing its own transfer fee and/or
- 226 initiation fee when the Property is sold? N/A Yes No
- 227 If "Yes", what is the amount? \$ _____

229 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____

230 payable yearly semi-annually monthly quarterly, sent to _____ and

231 such includes: _____

232 Homeowner's Association/Management Company contact name, phone number, website, or email address:

233 _____

234 _____

235 _____

236 _____

237 **If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other**

238 **documentation:** _____

239 _____

240 _____

- 241 **15. PREVIOUS INSPECTION REPORTS.**
- 242 Has Property been inspected in the last twelve (12) months? Yes No
- 243 If "Yes", a copy of inspection report(s) are available upon request.

- 244 **16. OTHER MATTERS. ARE YOU AWARE OF:**
- 245 a. Any of the following?
- 246 Party walls Common areas Easement Driveways Yes No
- 247 b. Any fire damage to the Property? Yes No
- 248 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 249 d. Any violations of laws or regulations affecting the Property? Yes No
- 250 e. Any other conditions that may materially affect the value
- 251 or desirability of the Property? Yes No
- 252 f. Any other condition, including but not limited to financial, that may prevent
- 253 you from completing the sale of the Property? Yes No
- 254 g. Any animals or pets residing in the Property during your ownership? Yes No
- 255 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- 256 i. Missing keys for any exterior doors, including garage doors to the Property? Yes No
- 257 List locks without keys _____
- 258 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- 259 k. Any unrecorded interests affecting the Property? Yes No
- 260 l. Anything that would interfere with giving clear title to the BUYER? Yes No
- 261

 _____
SELLER SELLER

Initials

Initials

BUYER BUYER

Buy

- 262 m. Any existing or threatened legal action pertaining to the Property? Yes No
- 263 n. Any litigation or settlement pertaining to the Property? Yes No
- 264 o. Any added insulation since you have owned the Property? Yes No
- 265 p. Having replaced any appliances that remain with the Property in the
- 266 past five (5) years? Yes No
- 267 q. Any transferable warranties on the Property or any of its
- 268 components? Yes No
- 269 r. Having made any insurance or other claims pertaining to the Property
- 270 in the past five (5) years? Yes No
- 271 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 272 s. Any use of synthetic stucco on the Property? Yes No

274 If any of the answers in this section are "Yes", explain in detail: _____

275 _____

276 _____

277 _____

278

279 **17. UTILITIES.** Identify the name and phone number for utilities listed below. PJS

280 Electric Company Name: Osage Valley Butler, MO Phone # 660-679-3131

281 Gas Company Name: Wimsatt Propane Adrian Phone # 816-297-4440

282 Water Company Name: PWSD #12 Drexel, MO Phone # 816-657-4706

283 Trash Company Name: _____ Phone # _____

284 Other: _____ Phone # _____

285 Other: _____ Phone # _____

287 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

288 Any technology or systems staying with the Property? N/A Yes No

289 If "Yes" list: _____

290 _____

291 _____

293 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

295 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

296 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

297 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

298 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

299 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

300 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

301 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

302 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

303 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property

304 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

305 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

306 including, but not limited to:

- | | | |
|-----|-------------------------------------|--|
| 307 | Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 308 | Attached lighting | Mounted entertainment brackets |
| 309 | Attached floor coverings | Plumbing equipment and fixtures |
| 310 | Bathroom vanity mirrors, | Storm windows, doors, screens |
| 311 | attached or hung | Window blinds, curtains, coverings |
| 312 | Fences (including pet systems) | and window mounting components |

314

315

PJS _____ Initials _____ Initials _____

SELLER | SELLER BUYER | BUYER

316 **Fill in all blanks using one of the abbreviations listed below.**
 317 **"OS" = Operating and Staying with the Property (any item that is performing its intended function).**
 318 **"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**
 319 **Condition.**
 320 **"NA" = Not applicable (any item not present).**
 321 **"NS" = Not staying with the Property (item should be identified as "NS" below.)**
 322
 323

324 EX Air Conditioning Window Units, # 2
 325 NA Air Conditioning Central System
 326 NA Attic Fan
 327 EX Ceiling Fan(s), # 2
 328 NA Central Vac and Attachments
 329 NA Closet Systems
 330 Location _____
 331 EX Doorbell
 332 NA Electric Air Cleaner or Purifier
 333 NA Electric Car Charging Equipment
 334 NA Exhaust Fan(s) – Baths
 335 NA Fences – Invisible & Controls
 336 Fireplace(s), # 1
 337 Location #1 _____ Location #2 _____
 338 EX Chimney _____ Chimney _____
 339 NA Gas Logs _____ Gas Logs _____
 340 NA Gas Starter _____ Gas Starter _____
 341 NA Heat Re-circulator _____ Heat Re-circulator _____
 342 NA Insert _____ Insert _____
 343 NA Wood Burning Stove _____ Wood Burning Stove _____
 344 _____ Other _____ Other _____
 345 NA Fountain(s)
 346 EX Furnace/Heat Pump/Other Heating System
 347 NA Garage Door Keyless Entry
 348 NA Garage Door Opener(s), # _____
 349 NA Garage Door Transmitter(s), # _____
 350 NA Gas Yard Light
 351 NA Humidifier
 352 NA Intercom
 353 NA Jetted Tub
 354 **KITCHEN APPLIANCES**
 355 Cooking Unit
 356 _____ Cooktop X Elec. _____ Gas
 357 NA Microwave Oven
 358 EX Oven
 359 X Elec. _____ Gas _____ Convection
 360 EX Stove/Range
 361 X Elec. _____ Gas _____ Convection
 362 NA Dishwasher
 363 NA Disposal
 364 NA Freezer
 365 Location _____
 366 NA Icemaker
 367 EX Refrigerator (#1)
 368 Location Kitchen
 369 NA Refrigerator (#2)
 370 Location _____
 371 NA Trash Compactor

EX Laundry - Washer
EX Laundry - Dryer
X Elec. _____ Gas
MOUNTED ENTERTAINMENT EQUIPMENT
NA Item #1 _____
 Location _____
NA Item #2 _____
 Location _____
NA Item #3 _____
 Location _____
NA Item #4 _____
 Location _____
NA Item #5 _____
 Location _____
NA Outside Cooking Unit
OS Propane Tank
X Owned _____ Leased
NA Security System
 _____ Owned _____ Leased
EX Smoke/Fire Detector(s), # _____
EX Shed
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
NA Sprinkler System Auto Timer
NA Sprinkler System Back Flow Valve
NA Sprinkler System (Components & Controls)
EX Statuary/Yard Art
NA Swing set/Playset
EX Sump Pump
NA Swimming Pool (Swimming Pool Rider Attached)
NA Swimming Pool Heater
NA Swimming Pool Equipment
EX TV Antenna/Receiver/Satellite Dish
X Owned _____ Leased
EX Water Heater(s)
NA Water Softener and/or Purifier
 _____ Owned _____ Leased
NA Boat Dock, ID # _____
NA Camera-Surveillance Equipment
NA Generator
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____

RS
 SELLER | SELLER

Initials

Initials

BUYER | BUYER

372 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
373 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
374 invoices, notices, or other documents describing or referring to the matters revealed herein:

375 Property is 100 +/- yrs old and Trustee has not lived
376 in house for 50+ yrs. Property is being sold in
377 "as is" condition. Buyers are responsible for inspecting property
378 to their satisfaction prior to purchase. P. 9

379 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
380 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
381 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
382 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**
383 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**
384 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**
385 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**
386 **of pages).**

387
388 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
389 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
390 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
391

392
393
394 Patricia J. Grosshart 7-6-21
395
396 SELLER Patty Grosshart, Trustee DATE SELLER DATE
397

398 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 399
400 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
401 and SELLER need only make an honest effort at fully revealing the information requested.
402 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
403 concerning the condition or value of the Property.
404 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
405 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
406 I have been specifically advised to have Property examined by professional inspectors.
407 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
408 5. I specifically represent there are no important representations concerning the condition or value of Property made
409 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
410

411
412
413
414 BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



LEAD BASED PAINT DISCLOSURE ADDENDUM
Disclosure of Information on Lead-Based Paint and/or
Lead-Based Paint Hazards

1 **SELLER:** William A. Warner and Clissie May Warner Living Trust

2
3 **PROPERTY:** 19600 E. State Route A, Archie, MO 64725

4
5 **Lead Warning Statement:**

6 *Every purchaser of any interest in residential real property on which a residential dwelling was built*
7 *prior to 1978 is notified that such property may present exposure to lead from lead-based paint that*
8 *may place young children at risk of developing lead poisoning. Lead poisoning in young children*
9 *may produce permanent neurological damage, including learning disabilities, reduced intelligence*
10 *quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk*
11 *to pregnant women. The seller of any interest in residential real property is required to provide the*
12 *buyer with any information on lead-based paint hazards from risk assessments or inspections in the*
13 *seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment*
14 *or inspection for possible lead-based paint hazards is recommended prior to purchase.*

15
16 **Seller's Disclosure (Initial applicable lines)**

- 17 a. P.L.W. P.L.W. **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
18 **PAINT HAZARDS: (check one below)**
19 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20 _____
21 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- 22
23 b. P.L.W. **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
24 **(check one below)**
25 Seller has provided the Buyer with all available records and reports pertaining to lead-based
26 paint and/or lead-based paint hazards in the housing (list documents below).
27 _____
28 Seller has no reports or records pertaining to lead-based paint and/or lead-based
29 paint hazards in the housing.

30
31 **Buyer's Acknowledgment (Initial applicable lines)**

- 32 c. _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
33 **ABOVE**
34 d. _____ **BUYER HAS RECEIVED THE PAMPHLET**
35 **"Protect Your Family from Lead in Your Home"**
36 e. _____ **BUYER HAS: (Check one below)**
37 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or
39 Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f. ^{DS} RSF Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, the
46 information they have provided is true and accurate.
47

48

49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
50 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
51 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

52
53 Patricia L. Grosshant 7-6-21

54 SELLER DATE BUYER DATE

56

57

58 SELLER DATE BUYER DATE

59

60 DocuSigned by:
61 Richard Shawn Terrel 7-6-21

62 LICENSEE ASSISTING SELLER DATE LICENSEE ASSISTING BUYER DATE

63

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. 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 practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2021.



CLOSING OFFICE

**Coffelt Land Title, Inc
401 S. Lexington Street, P.O. Box 208, Harrisonville, MO 64701
(816)380-3441
Closer: Janelle Vergouven
Office email: hvcclosings@coffeltlandtitle.com**

July 11, 2021

COMMITMENT NO.: 21050086
LEGAL DESCRIPTION: Section 32, Township 43, Range 31 BG NECR NWNW W408.84 S875.84 W308.66 S364.81 E&N TB
SELLER: William A. Warner and Clissie May Warner, Trustees of the William A. Warner and Clissie May Warner Living Trust Dated November 8, 2007
BUYER: TBD
PROPERTY ADDRESS: 19600 E State Route A, Archie, MO 64725

Enclosed is your Commitment for Title Insurance and applicable privacy policies, along with a preliminary estimate of charges.

Upon request from the above escrow office, the closing protection letter, wire instructions and estimated statement will be sent.

Schedule of Fees

Standard Seller Closing Fee	\$230.00
Standard Buyer Loan Closing Fee/Refinance	\$370.00
Standard Buyer Cash Closing Fee	\$230.00
Closing Protection Letter	\$25.00 each buyer/seller (Missouri only)
Wire Transfer or Delivery Service	\$30.00 each buyer/seller
E-file Fee	\$5.00 per recorded document
Title Policy Costs	See Schedule A of Title Commitment
FSBO	Please contact your closer

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Coffelt Land Title, Inc., we require all monies due from the purchaser to be in the form of a Cashier’s Check, Certified Check or Wire Transfer. If the sale proceeds or any “payoffs” pursuant to the closing require “Good Funds,” then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over the funds “on the wire,” we cannot accept financial responsibility for delays in the clearing of funds.

FOR INFORMATIONAL PURPOSES ONLY: Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

If you have any questions regarding the commitment, the closing of your transaction or the related fees, please contact the closing office listed above. We appreciate the opportunity to do business with you and look forward to servicing your closing and title insurance needs.

ALTA COMMITMENT FOR TITLE INSURANCE



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Coffelt Land Title Inc.

John J. Bastion, Title Manager

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE A ALTA COMMITMENT

1. Commitment Date: July 2, 2021 at 08:00 AM
2. Policy to be issued:

(a) ALTA Owners Policy (6/17/06)
Proposed Insured: TBD
Proposed Policy Amount: TBD
Premium: \$0.00
Title Services Fee: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

William A. Warner and Clissie May Warner, Trustees of the William A. Warner and Clissie May Warner Living Trust Dated November 8, 2007

5. The Land is described as follows:

A tract of land lying in the Northwest Quarter of the Northwest Quarter of Section 32, Township 43 North, Range 31 West, Cass County, Missouri and being more fully described as follow to-wit:

Beginning at a 5/8" iron pin marking the Northeast corner of said Quarter-Quarter Section, thence South 01 degree, 40 minutes and 01 second West along the East line of said Quarter-Quarter Section 1268.09 feet to a 5/8" iron pin on the North right-of-way of Missouri Route "A"; thence South 89 degrees, 14 minutes and 37 seconds West leaving said East line and along said right-of-way 4.52 feet to a found right-of-way marker; thence South 80 degrees, 29 minutes and 50 seconds West along said right-of-way 65.76 feet to a 5/8" iron pin; thence South 89 degrees, 14 minutes and 37 seconds West along said right-of-way 112.70 feet to a 5/8" iron pin; thence Westerly along said right-of-way and along a 2.068 degree curve to the right having a central angle of 02 degrees, 15 minutes and 00 seconds, an arc length of 108.82 feet and a chord of North 89 degrees, 37 minutes and 53 seconds West 108.81 feet to a 5/8" iron pin; thence North 88 degrees, 30 minutes and 23 seconds West along said right-of-way 182.80 feet to a 5/8" iron pin; thence North 01 degree, 29 minutes and 37 seconds East along said right-of-way 10.00 feet to a 5/8" iron pin; thence North 88 degrees, 30 minutes and 23 seconds West along said right-of-way 222.16 feet to a 5/8" iron pin; thence North 00 degrees, 21 minutes and 13 seconds East leaving said right-of-way 364.81 feet to a 5/8" iron pin; thence North 84 degrees, 46 minutes and 25 seconds East 308.66 feet to a 5/8" iron pin; thence North 00 degrees, 54 minutes and 51 seconds East 875.84 feet to a 5/8" iron pin on the North line of said Section 32; thence South 88 degrees, 36 minutes and 24 seconds East along said North line 408.84 feet to the Point of Beginning. Subject to Easements and Rights-of-Way of record or not of record, if any. As shown on the Boundary Survey filed 11/18/2020 in Book 30 at Page 20.

Description prepared by Jason D. Janes, PLS #2004017826

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**SCHEDULE B-I
ALTA COMMITMENT**

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded in the Public Records.
5. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The recording of a properly executed trustee's deed from the trustee(s) of the William A. Warner and Clissie May Warner Living Trust Dated November 8, 2007 to TBD.
7. The Trustee's Deed must make reference to the terms and provisions of the trust agreement, be made pursuant to the powers conferred by said agreement, state that the trust agreement remains in full force and effect at this time and that the same has not been amended or revoked.
8. Provide for our records a Certification of Trust executed by the Trustee(s) of the William A. Warner and Clissie May Warner Living Trust Dated November 8, 2007. Upon review of the same, we reserve the right to make further requirements.

For Your Information Regarding Taxes

(INCLUDES ADDITIONAL PROPERTY)

Property Address: 19600 E. State Route A, Archie
Tax I.D. No.: 39600
2020 St./Co./Ci. Real Estate Tax: \$1,033.45 (Paid)
2021 Assessed Value: \$16,990.00
2020 Mill Levy: 062862
2019 and prior are paid

For Your Information Regarding 24 Month Chain of Title

Missouri Warranty Deed executed by William A. Warner and Clissie May Warner, his wife to William A. Warner and Clissie May Warner, Trustees of the William A. Warner and Clissie May Warner Living Trust Dated November 8, 2007 filed 11/16/2007 as Document No. 400205 in Book 3062 at Page 547.

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This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**SCHEDULE B-II
ALTA COMMITMENT**

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Standard Exceptions

2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
 - (e) General taxes for the year 2021 and thereafter: None now due and payable.

Special Exceptions

3. The paragraph titled "Arbitration" in the conditions of this policy is hereby deleted.
4. Special Assessments, if any, due or pending to the City of Archie.
5. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
6. Easement granted to the State of Missouri as set forth in instrument filed December 16, 1930 in Book 7 at Page 95, over a portion of the premises described herein.
7. Right of way easement granted to Sinclair Pipe Line Company as set forth in instrument filed in Book 379 at Page 134 and assigned to Lemont-Monee Corporation filed in Book 400 at Page 536; in Book 420 at Page 184; Pure Transportation Co. in Book 420 at Page 191; Amco Pipeline Co. in Book 1101 at page 53; Arco Pipe Line Co. in Book 1224 at Page 161; Four Corners Pipe Line Co. in Book 1422 at page 19; Arco Midcon LLC in Book 1999 at Page 76 and in Book 1999 at Page 77; Amoco Pipeline Co. in Book 2026 at Page 96 and in Book 2026 at page 97, over a portion of the premises described herein.

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SCHEDULE B-II

(Continued)

8. Easement granted to the State of Missouri acting by and through the State Highway Commission of Missouri as set forth in instrument filed in Book 458 at Page 152, over a portion of the premises described herein.
9. Oil and Gas Lease granted to L & B Leasing, Inc. recorded October 31, 1980 in Indenture Book 257 at Page 480 and assigned to Citation Energy-90% and Nemaha Resources-10% recorded March 24, 1981 in Book 788 at Page 156 and further assigned to Forest Energy Group-8/18 and L & B Leasing-10.18 recorded August 3, 1981 in Book 795 at Page 73 and L & B Leasing, Inc. August 3, 1981 in Book 795 at Page 74.
10. Oil and Gas Lease granted to Pense Brothers Drilling Co. Inc. recorded May 24, 1990 in Book 1124 at Page 337.
11. The premises herein described may lie within the boundaries of Public Water Supply District No. 12 as shown by decree recorded in Book 1241 at Page 188 and may be subject to assessment by reason thereof.
12. Easement granted to Public Water Supply District No. 12 as set forth in instrument filed in Book 1318 at Page 185, over a portion of the premises described herein.
13. Easement granted to Akawa Natural Gas LLC as set forth in instrument filed January 9, 2003 in Book 2215 at Page 119, over a portion of the premises described herein.
14. Easement granted to Osborn Energy, LLC as set forth in instrument filed in Book 2215 at Page 120, over a portion of the premises described herein.
15. Terms and provisions of the Oil and Gas Lease contained in the instrument recorded as Document No. 372938 in 2901 at Page 783, between William Allen Warner and Clissie May Warner, husband and wife A.K.A. Allen Warner and Clissie May Warner, husband and wife tenants by the entirety, lessor, and Associated Resources Inc., lessee.
NOTE: Assignment of Interest filed 11/22/2006 as Document No. 373826 in Book 2907 at Page 278 to Canary Operating Corporation.
16. Right of Way Easement granted to Associated Resources Inc., as more fully set forth in the instrument recorded as Document No. 372939 in Book 2901 at Page 789.
17. Right of Way Easement granted to Enbridge Pipelines (FSP) L.L.C., a Delaware limited liability company, as more fully set forth in the instrument recorded as Document No. 512023 in Book 3628 at Page 880.
18. Terms and Conditions of Additional Pipeline Rights Exercise and Receipt to Enbridge Pipelines (FSP) L.L.C. filed 11/16/2012 as Document No. 512024 in Book 3628 at Page 885.
19. Terms and Conditions of Valve Facility Installation Agreement to Enbridge Pipelines (FSP) L.L.C. filed 10/09/2013 as Document No. 533042 in Book 3743 at Page 23.
20. Terms and Conditions of Partial Assignment and Right of Way by and between CCPS Transportation, LLC and Enbridge Pipelines (FSP) L.L.C. filed 11/14/2014 as Document No. 554019 in Book 3845 at Page 581.

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SCHEDULE B-II

(Continued)

21. Tenancy rights, if any, either month to month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
22. Liens or financing statements, if any, affecting crops growing or to be grown on the land.

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BUYER BROKER REGISTRATION FORM

ONLINE AUCTION DATES: **Bidding Opens:** Thursday, July 29th @ 6:00pm (CST)
Bidding Closes: Thursday, August 26th @ 6:00pm (CST)

AUCTION LOCATION: 14.5+/- acres with Home located in Archie, Missouri 64725

CLIENT REGISTRATION DEADLINE: Wednesday, August 25th @ 5:00pm. (CST)

Broker Participation is Invited & Encouraged: A Buyer Broker Commission (BBC), will be paid to any properly licensed broker whose registered buyer purchases and closes on the real estate.

- Broker or Agent must contact the office of United Country - Heritage Brokers & Auctioneers for a “Buyer Broker” registration form which must be received by the auction company on or before the deadline listed above.
- The Buyer Broker Fee will be calculated and paid based on the following:
 - **Buyers with an Agent, a (7%) Buyer’s Premium Applies with (2%) paid to Agent.**
 - A Two Percent (2%) BBC will be paid based on the high bid amount of the registered bidder listed below, (before Buyer’s Premium is added).
 - To qualify for a BBC the Buyer Broker or Agent must:
 - Broker/Agent must register their customer by mail, email; fax or hand delivery of the “Buyer Broker Registration Form” signed by the Buyer and the Broker or Agent.
 - The “Buyer Broker Registration Form must be received at the office of United Country - Heritage Brokers & Auctioneers no later than the deadline above.
 - Broker/Agent must attend pre-auction inspections with their bidder
 - Broker/Agent must assist with all pre-auction and post auction needs of the buyer
 - Broker/Agent must attend the auction (if live event) with the client and assist them with any needs during the auction bidding process (live or online).
- A BBC will be paid only upon successful closing of the transaction
- Any Prospects/Bidders who have dealt with or have been contacted by United Country - Heritage Brokers & Auctioneers during the marketing process will not be eligible for Broker registration.
- United Country - Heritage Brokers & Auctioneers reserves the right to reject any “Bidder” or “Buyer Brokers”.

COMPANY: _____

AGENT: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

Client Signature

Date

RETURN TO: 2820 NW Barry Rd., Kansas City, MO 64154
Fax: (816) 420-6285 or **E-mail:** Lucinda@BuyHeritage.com

Internal Office Use

Received: _____
Approved by _____ Date _____

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 26th day of August 2021, by and between Patricia Grosshart, Trustee of the William A Warner & Clissie May Warner Living Trust Dated November 8, 2007 (“Seller”) whose address is 140 Wilshire Drive Unit 44, Hollister, MO 65672 and _____ (“Buyer”) whose address is _____.

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Trustee’s Special Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **19600 E State Highway A, Archie, MO, 64725** further described as follows:

Legal Description:

A 14.5 acre tract of land lying in the Northwest Quarter of the Northwest Quarter of Section 32, Township 43 North, Range 31 West, Cass County, Missouri and being more fully described as follow to-wit: Beginning at a 5/8” iron pin marking the Northeast corner of said Quarter-Quarter Section, thence South 01 degree, 40 minutes and 01 second West along the East line of said Quarter-Quarter Section 1268.09 feet to a 5/8” iron pin on the North right-of-way of Missouri Route “A”; thence South 89 degrees, 14 minutes and 37 seconds West leaving said East line and along said right-of-way 4.52 feet to a found right-of-way marker; thence South 80 degrees, 29 minutes and 50 seconds West along said right-of-way 65.76 feet to a 5/8” iron pin; thence South 89 degrees, 14 minutes and 37 seconds West along said right-of-way 112.70 feet to a 5/8” iron pin; thence Westerly along said right-of-way and along a 2.068 degree curve to the right having a central angle of 02 degrees, 15 minutes and 00 seconds, an arc length of 108.82 feet and a chord of North 89 degrees, 37 minutes and 53 seconds West 108.81 feet to a 5/8” iron pin; thence North 88 degrees, 30 minutes and 23 seconds West along said right-of-way 182.80 feet to a 5/8” iron pin; thence North 01 degree, 29 minutes and 37 seconds East along said right-of-way 10.00 feet to a 5/8” iron pin; thence North 88 degrees, 30 minutes and 23 seconds West along said right-of-way 222.16 feet to a 5/8” iron pin; thence North 00 degrees, 21 minutes and 13 seconds East leaving said right-of-way 364.81 feet to a 5/8” iron pin; thence North 84 degrees, 46 minutes and 25 seconds East 308.66 feet to a 5/8” iron pin; thence North 00 degrees, 54 minutes and 51 seconds East 875.84 feet to a 5/8” iron pin on the North line of said Section 32; thence South 88 degrees, 36 minutes and 24 seconds East along said North line 408.84 feet to the Point of Beginning. Subject to Easements and Rights-of-Way of record or not of record, if any. As shown on the Boundary Survey filed 11/18/2020 in Book 30 at Page 20.

2. **High Bid Price** \$ _____
5.00 % Buyer’s Premium (7% with Buyer’s Broker)..... \$ _____
Total Purchase Price \$ _____
Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. **CLOSING.** Closing shall take place with **Coffelt Land Title Company** ("Closing Agent"), whose address is **401 S. Lexington St., Harrisonville, MO 64701** on or before **Friday, September 24, 2021** (the "Closing Date"). The contact person is **Janelle Vergouven**, her phone: **(816) 380-3441** and the email address: **hvclosings@coffeltlandtitle.com**. At Closing, Seller shall deliver to Buyer a **Trustee's Special Warranty Deed** (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the **Total Purchase Price** and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. A boundary survey will only be performed in the event the legal description cannot be determined. Seller and Buyer agree to extend the closing date as needed, to allow time for the completion said survey. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.
4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31, 2021 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.
5. **CLOSING COSTS.**
 - (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the title commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall pay for the cost of survey (only) if required to provide a legal description in the contract and for the title company.
 - (b) **Buyer's Costs.** At Closing, Buyer shall pay for the issuance of the Title Policy (as hereinafter defined), the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, and all additional sale or closing fees. Any additional survey costs desired by Buyer, shall be at the Buyer's sole expense.
6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Friday, September 24th, 2021**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.
8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**
- (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country - Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.
 - (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.
 - (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
 - (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
 - (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.
9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports,-environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at

Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

Criminal Offenders: In Missouri, law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Missouri State Highway Patrol, at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or Buyer should contact the Sheriff of the county in which the Property is located.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for **Old Republic Title Insurance Company** (the "Title Insurer"). Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment,, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
 - b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
 - c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
 - d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
 - e. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.
11. **FIXTURES AND PERSONAL PROPERTY.** Fixtures, machinery, abandoned vehicle(s), scrap iron and miscellaneous equipment located upon the Property at the time of closing will be conveyed to Buyer.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.
13. **FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).
14. **BROKER AGENCY.**
- (a) **Brokerage.** Buyer warrants and represents that Buyer is or is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____ . The Buyer's Broker must perform all of the requirements in the Buyer Broker Registration Program as provided by the Auctioneer. Failure to properly submit a pre-auction purchase offer or comply with the provisions of the Buyer Broker Registration Program will disqualify the Buyer Broker from receiving any commission from the transaction.
- (b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.
15. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.
16. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

17. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to

restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

18. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.
19. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
20. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
21. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
22. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
23. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
24. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
25. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Missouri Business Organizations Code), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
26. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.