

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

*14560 Cloverdale Rd.
Cabool, MO 65689*



WEST PLAINS
Missouri Ozarks Realty, Inc.

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WEST PLAINS
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WELCOME AUCTION BIDDERS...!

On behalf of United Country | Missouri Ozarks Realty, the Auctioneer, 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 100 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 | Missouri Ozarks Realty, feel free to visit our website at <https://www.westplainsuc.com/>.

Thanks again for your attendance,

Kimberly Grennan

Kimberly Grennan
Broker / Realtor
(417) 293-7277
kim@westplainsuc.com

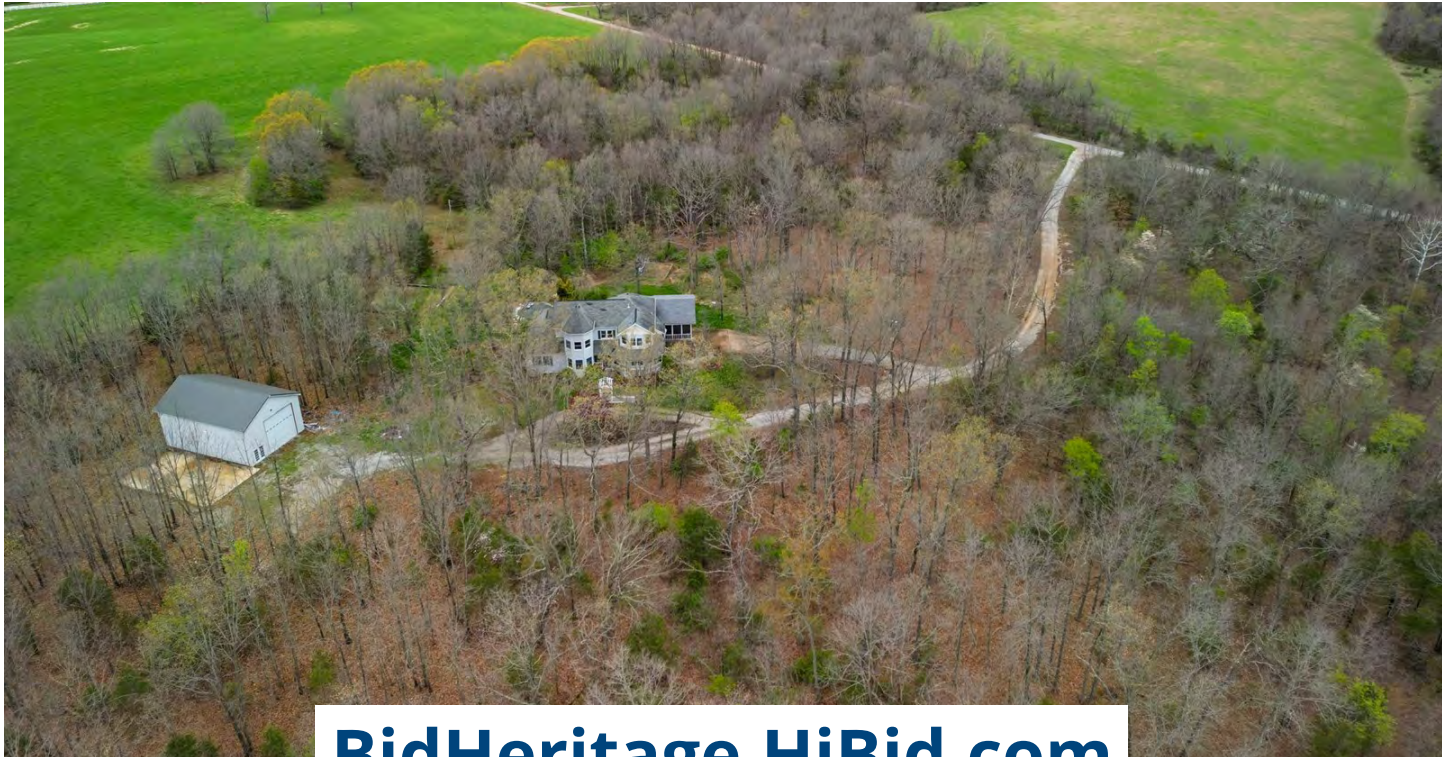
UNITED COUNTRY®

(417) 256-1000 Office * 3498 N Highway 63, West Plains, MO 65775
www.WestPlainsUC.com

Online Only Bidding

14650 Cloverdale Rd.
Cabool, MO 65689

Estate Home Auction



BidHeritage.HiBid.com



20 +/- Acres

5000 sq ft Home

Shop Building

In-Ground Pool

**Bidding Ends October 23rd at
6:00 PM**

Custom Built 2 Story home over walkout basement, with shop/ RV Storage, and in-ground pool on 20 +/- acres outside of Cabool, MO.

Property Previews: Wed., Oct. 2nd & Sat. Oct 19th at 3:00 PM

Kimberly Grennan

Broker

(417) 293-7277



WEST PLAINS
Missouri Ozarks Realty, Inc.

Shawn Terrel

Auctioneer

Office: 877-318-0438

Texas County Online GIS



Texas County makes every effort to produce and publish the most current and accurate information possible. This data is provided "as-is" without warranty or any guarantee of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The county makes no warranties, express or implied, as to the use of this data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts any limitations of this data, including the fact that the data is dynamic and is in a constant state of maintenance, correction and update.

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:

- **14560 Cloverdale Rd., Cabool, MO 65689**

Legally described as:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP TWENTY-NINE (29), RANGE TEN (10), WEST. IN TEXAS COUNTY MISSOURI
Full Legal Descriptions to be provided by Title Company

- **Online Bidding Opens on Wednesday, September 25th, 2024 at 6:00 pm (CT)**
- **Online Bidding Closes on Wednesday, October 23rd, 2024 at 6:00 pm (CT)**

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.
- 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 advertised Property Preview Dates. In addition, bidders can schedule an appointment by contacting the **Broker, Kimberly Grennan at (417) 293-7277**.
- 5) **Buyer's Premium:** A **Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. 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 + 10% buyer's premium = total purchase price of \$110,000).

- 6) **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. Purchase and sale are conducted in U.S. Funds only.
- 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 **The Auctioneer** 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, November 22nd, 2024**. Closing shall take place at **Southern Missouri Land Services, LLC, 3494 N US Hwy 63, West Plains, MO 65775**. Closer is **Tim Davis**, email is **tdavis@smlandservices.com**, phone number is **(417) 256-7560**. 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:** Owner's Title Insurance Policy in the full amount of the purchase price will be provided by the Seller. Buyer shall be responsible for a Lender's Title Insurance Policy (if any). 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 should meet 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 offers at their sole and absolute discretion. All pre-auction offers should allow a minimum of 24 hours for seller's acceptance.

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

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.

Broker or Entity Name and Address

United Country Missouri Ozarks Realty, Inc
3498 N. US Hwy 63
West Plains, MO 65775

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.



Seller's Disclosure Statement for Residential Property

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

NOTICE TO BOTH PARTIES: ONLY A SALE CONTRACT, AND NOT THIS DISCLOSURE STATEMENT, WILL CONTROL AS TO WHAT IS INCLUDED IN A SALE. IF YOU EXPECT ANY ITEM OF PERSONAL PROPERTY TO BE INCLUDED AS PART OF A SALE, THEY MUST BE SPECIFIED AS INCLUDED IN THE SALE CONTRACT.

This Disclosure Statement may assist Buyer in evaluating the Property, but it is not a warranty of any kind by Seller or any real estate licensee, and is not a substitute for any inspection or warranty Buyer may wish to obtain. The following statements are made by Seller, and NOT by any real estate licensee. Real estate licensees involved in this transaction do not have a duty to independently inspect the Property for adverse material facts, or guarantee or independently verify the accuracy or completeness of any information provided herein or in any statement made by any independent inspector.

This Disclosure Statement is made by the undersigned Seller concerning the following property (the "Property"):

14560 Cloverdale Rd CARROLL MO 65609 TEXAS
Street Address City Zip Code County

SELLER: Please fully complete this Disclosure Statement, including known history and problems. If a topic or condition is unknown or not applicable to your Property, then mark "N/A" or "Unknown". Complete and truthful disclosure of the history and condition of the Property gives you the best protection against potential charges that you violated a legal disclosure obligation to Buyer. Your answers (or the answers you fail to provide, either way), may have legal consequences, even after closing of a transaction. This form should help you meet your disclosure obligations.

ACQUISITION/OCCUPANCY

- (a) Approximate year built: 1994
- (b) Date acquired: 1994
- (c) Is the Property vacant?.....YES..... Yes No
- (d) Does Seller occupy the Property?.....NO..... Yes No
- (e) Has Seller ever occupied the Property?.....YES..... Yes No
- (f) Is Seller a "foreign person" as described in the Foreign Investment in Real Property Tax Act (FIRPTA)? Yes No

A "foreign person" is a nonresident alien individual, foreign corporation that has not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S. citizen or resident alien individual. For more information on FIRPTA, see <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>.

Please explain if the Property is vacant or not occupied by Seller on a full-time basis (e.g., Tenant occupied? If so, when?) Identify any lease or other agreement for the use of the Property or any part thereof: _____

STATUTORY DISCLOSURES

Note: The following information, if applicable to the Property, is required by federal or state law to be disclosed to prospective buyers. Local laws and ordinances may require additional disclosures.

1. **METHAMPHETAMINE.** Are you aware if the Property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto? Yes No
If "Yes," §442.606 RSMo requires you to disclose such facts in writing. DSC-5000 ("Disclosure of Information Regarding Methamphetamine/Controlled Substances") may be used to help you satisfy any disclosure obligations.
2. **LEAD-BASED PAINT.** Does the Property include a residential dwelling built prior to 1978? Yes No
If "Yes," a completed Lead-Based Paint Disclosure form must be signed by Seller and any involved real estate licensee(s) and given to any potential buyer. DSC-2000 ("Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards") may be used to help you satisfy any disclosure obligations.
3. **WASTE DISPOSAL SITE OR DEMOLITION LANDFILL** (permitted or unpermitted)
Are you aware of a solid waste disposal site or demolition landfill on the Property? Yes No
If "Yes," Buyer may be assuming liability to the State for any remedial action at the site, and §260.213 RSMo requires Seller to disclose the location of any such site on the Property. DSC-6000 ("Disclosure of Information Regarding Waste Disposal Site or Demolition Landfill") may be used to help you satisfy any disclosure obligations.
4. **RADIOACTIVE OR HAZARDOUS MATERIALS.** Have you ever received a report stating affirmatively that the Property is or was previously contaminated with radioactive material or other hazardous material? Yes No
If "Yes," §442.055 RSMo requires you to disclose such knowledge in writing.

A Seller who has knowledge of an adverse material fact (e.g., a fact related to the Property, not reasonably ascertainable or known to a Buyer, which negatively affects its value), may have a duty to disclose such knowledge. Adverse material facts may include (but are not necessarily limited to) matters such as environmental hazards, physical condition, and material defects in a Property or title thereto. SELLER IS STRONGLY ENCOURAGED TO FULLY COMPLETE THIS DISCLOSURE STATEMENT. FAILURE TO DO SO MAY RESULT IN LIABILITY. This form may not cover all aspects of the Property. If you know of any other adverse material fact(s), you should disclose them (attach additional pages if needed).

Seller elects to make no additional disclosures (check only if applicable). If checked, the remaining pages are intentionally left blank. Seller, please provide explanation (if any) and proceed to sign signature page:

1. HEATING, VENTILATION AND COOLING ("HVAC")

- (a) Air Conditioning System: Central electric Central gas Window/Wall (# of units: _____) Solar Other: _____ Approx. age: _____
- (b) Heating System: Electric Natural Gas Propane Fuel Oil Solar Other: _____
- (c) Type of heating equipment: Forced air Heat pump Hot water radiators Steam radiators Radiant Baseboard Geothermal Solar Other: _____ Approx. age: 10 YR
- (d) Area(s) of house not served by central heating/cooling: NONE
- (e) Fireplace: Wood burning Gas Other: _____
- (f) Chimney/Flue: Operational? Yes No If "Yes", date last cleaned: _____
- (g) Safety Alerts: Fire/ Smoke Alarms CO Detectors Other: _____
- (h) Additional: Humidifier (if attached) Attic fan Ceiling fan(s) # 5
 Other: _____
- (i) Insulation: Known Unknown (Describe type if known, include R-Factor): _____
- (j) Is any HVAC equipment (e.g., fuel tanks, solar panels) leased or financed (e.g., PACE loans)? Yes No
- (k) Are you aware of any problem or repair needed or made for any item above?..... Yes No
Please explain any "Yes" answer in this section. Include any available repair history, identify the owner of any leased equipment, describe any financing terms and provide any lease/finance documentation (attach additional pages if needed):

2. ELECTRICAL SYSTEMS

- (a) Electrical System: 110V 220V AMPS: _____
- (b) Type of service panel: Fuses Circuit Breakers
- (c) Type of wiring: Copper Aluminum Knob and Tube Unknown
- (d) Is there a Surveillance System?..... Yes No If "Yes", what type? Audio Video Security Alarm
- (e) Is there a Garage Door Opener System?..... Yes No If "Yes", # of remotes? DL
- (f) Is there a Central Vacuum System?..... Yes No
- (g) TV/Cable/Phone Wiring: Satellite Cable TV Antenna (if attached) Phone N/A
- (h) Type of Internet Available: Fiber Optic Cable DSL Satellite Dial-up Unknown Other: _____
- (i) Is there an electronic Pet Fence?..... Yes No If "Yes", # of collars? _____
- (j) Are you aware of any inoperable light fixtures? Yes No
- (k) Are you aware of any problem or repair needed or made for any item above?..... Yes No
Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):

3. PLUMBING & APPLIANCES

- (a) Plumbing System: Copper Galvanized PVC Other: _____
- (b) Water Heater: Gas Electric Other: 2 WATER HEATERS Approx. Age: 10 YR
- (c) Appliances (check if present): Dishwasher Garbage Disposal Trash Compactor Microwave(s) (built-in) Oven/Range Gas BBQ Grill (built-in) Other: _____
- (d) Jetted Bath Tub(s):..... Yes No;
- (e) Sauna/Steam Room: Yes No
- (f) Swimming pool/Hot Tub: Yes No If "Yes", please attach DSC-8000D ("Pool/Hot Tub Disclosure Rider")
- (g) Lawn Sprinkler System: Yes No If "Yes", date of last backflow device certificate (if required): _____
- (h) Are you aware of any problem or repair needed or made for any item above?..... Yes No
Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):

4. WATER SOURCE/TREATMENT

- (a) Water Systems/Source: Public (e.g., City/Water District) Well (e.g., private, shared or community)
If "Well" is marked, attach DSC-8000A ("Water Well/Sewage System Disclosure Rider")
 - (b) Do you have a softener, filter or other purification system? Yes No If "Yes": Owned or Leased
 - (c) Are you aware of any problem relating to the quality or source of water?..... Yes No
 - (d) Are you aware of any problem or repair needed or made for any item above?..... Yes No
- Please explain any "Yes" answer in this section. Include any available repair history and identify the owner of any leased equipment (attach additional pages if needed):
-

5. SEWAGE

- (a) Type of sewage system to which the Property is connected? Public (e.g., City/Sewer District) Septic or Lagoon (e.g., private, shared or community) Other: _____
If there is a non-public sewage system, attach DSC-8000A ("Water Well/Sewage System Disclosure Rider")
 - (b) Is there a sewage lift system?..... Yes No
 - (c) Are you aware of any problem or repair needed or made for any item above?..... Yes No
- Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):
-

6. ROOF, GUTTERS, DOWNSPOUTS

- (a) Approximate age of the roof? 15 years. Documented? NO..... Yes No
 - (b) Has the roof ever leaked during your ownership?.....YES..... Yes No
 - (c) Has the roof or any portion of it been repaired, recovered or replaced during your ownership?..... Yes No
 - (d) Are you aware of any problem or repair needed or made for any item above?..... Yes No
- Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):
- ROOF NEEDS SOME REPAIR
-

7. EXTERIOR FINISH

- (a) Is an Exterior Insulation and Finish System ("EIFS") present on the Property?..... Unknown.. Yes No
If "Yes", identify date installed, brand name and installer: _____
 - (b) Are you aware of any claims made against the manufacturer for defects in any siding/exterior finish?..... Yes No
If "Yes", was any money received for the claim?..... Yes No
 - (c) Are you aware of any problem or repair needed or made for any item above?..... Yes No
- Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):
-

8. ADDITIONS & ALTERATIONS

- (a) Have you hired a contractor for any work in the past 180 days? Yes No If "Yes", did you receive a lien waiver from the contractor completing the work?..... Yes No If "Yes," please attach a copy.
 - (b) Are you aware of any room addition, structural modification, alteration or repair?..... Yes No
 - (c) Are you aware if any of the above were made without necessary permit(s)?..... Yes No
 - (d) Are you aware of any problem or repair needed or made for any item above?..... Yes No
- Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):
-

9. SOIL, STRUCTURAL AND DRAINAGE

- (a) Are you aware of any problem with the footings, foundation, sub-floor, interior or exterior walls, roof structure, decks/porches or any other load bearing or structural component?..... Yes No
 - (b) Are you aware of any repair or replacement made to any item listed in (a) above?..... Yes No
 - (c) Are you aware of any fill, expansive soil or sinkhole on the Property?..... Yes No
 - (d) Are you aware of any soil, earth movement, flood, drainage or grading problem?..... Yes No
 - (e) Do you have a sump pump or other drainage system?..... Yes No
 - (f) Are you aware of any dampness, water leakage or accumulation in the basement or crawl space?..... Yes No
 - (g) Are you aware of any repair or other attempt to control any water or dampness condition?..... Yes No
 - (h) Are you aware of any past, present or proposed mining or excavation activity that affects the Property?.... Yes No
 - (i) Is any portion of the Property located within a flood hazard area?..... Unknown.. Yes No
 - (j) Do you pay for any flood insurance?..... Yes No If "Yes", what is the premium? _____
 - (k) Do you have a Letter of Map Amendment ("LOMA")?..... Yes No If "Yes", please provide a copy.
- Please explain any "Yes" answer in this section. Include any available repair history (attach additional pages if needed):

10. TERMITES/WOOD DESTROYING INSECTS OR PESTS

- (a) Are you aware of any termites/wood destroying insects or pests affecting the Property?..... Yes No
- (b) Are you aware of any uncorrected damage to the Property caused by any of the above?..... Yes No
- (c) Is the Property under a service contract by a pest control company? *PREVIOUSLY BUT NOT @ PRESENT*..... Yes No
- (d) Is the Property under a warranty by a pest control company?..... Yes No
If "Yes," is it transferable? *PREVIOUSLY BUT NOT @ PRESENT TIME*..... Yes No
- (e) Are you aware of any termite/pest control report for or treatment of the Property?..... Yes No

Please explain any "Yes" answer in this section. Include any available repair history, date(s) performed, type of tests or treatment and results, and name of person/company who did the testing or treatment (attach additional pages if needed):

11. HAZARDOUS SUBSTANCES/OTHER ENVIRONMENTAL CONCERNS

(a) Asbestos Containing Materials ("ACM")

- (1) Are you aware of the presence of any ACM (e.g., shingles, siding, insulation, ceiling, floors, pipes)?... Yes No
- (2) Are you aware of any ACM that has been encapsulated or removed?..... Yes No
- (3) Are you aware if the Property has been tested for the presence of asbestos?..... Yes No

(b) Mold

- (1) Are you aware of the presence of any mold on the Property?..... Yes No
- (2) Are you aware if any mold on the Property has been covered or removed?..... Yes No
- (3) Are you aware if the Property has been tested for the presence of mold?..... Yes No
- (4) Are you aware if the Property has been treated for the presence of mold?..... Yes No

(c) Radon

- (1) Are you aware of the presence of any radon gas at the Property?..... Yes No
- (2) Are you aware if the Property has been tested for the presence of radon gas?..... Yes No
- (3) Are you aware if the Property has been mitigated for radon gas?..... Yes No

(d) Lead

- (1) Are you aware of the presence of any lead hazards (e.g., water supply lines) on the Property?..... Yes No
- (2) Are you aware of the presence of any lead in the soils?..... Yes No
- (3) Are you aware if lead has ever been covered or removed?..... Yes No
- (4) Are you aware if the Property has previously been tested for the presence of lead?..... Yes No

(e) Other Environmental Concerns

Are you aware of any other environmental concern that may affect the Property, such as fuel, septic, storage or other under/above ground tanks and cisterns, polychlorinated biphenyls (PCB's), electro-magnetic fields, discoloration of soil or vegetation, oil sheens in wet areas, uses other than residential (e.g., commercial, farming), etc.?..... Yes No

Please explain any "Yes" answer in this section. Include any available repair history, date(s) performed, type of tests or treatment and results, and name of person/company who did the testing or mitigation (attach additional pages if needed):

12. INSURANCE

- (a) Are you aware of any casualty loss to the Property during your ownership?..... Yes No
- (b) Are you aware of any claim that has been filed for damage to the Property during your ownership?..... Yes No
- (c) Are you aware of anything that would adversely impact the insurability of the Property?..... Yes No

Please explain any "Yes" answer in this section. and include the date and description of any casualty loss or claim, and all repairs and replacements completed (attach additional pages if needed): *PREVIOUS ROOF REPAIR*

13. ROADS, STREETS & ALLEYS

- (a) The roads, streets and/or alleys serving the Property are..... public private
- (b) Are you aware if there is a recorded or unrecorded road/street/alley maintenance agreement?..... Yes No
- (c) Are you aware of any recorded or unrecorded right of way, easement or similar matter?..... Yes No

Please explain any "Yes" answer in this section (attach additional pages if needed):

14. SUBDIVISION/HOME OWNERS ASSOCIATION

- (a) Subdivision Name (Insert "N/A" if not applicable): N/A
 - (b) Is there a home owners association ("HOA")?..... Yes No If "Yes", are you a member?..... Yes No
If "Yes", please provide website/contact info: _____
 - (c) Are you aware of any written subdivision or HOA restrictions, rules, or regulations?..... Yes No
 - (d) Are you aware of any violation or alleged violation of the above by you or others?..... Yes No
 - (e) Are you aware of any additional one-time fees that would be incurred by Buyer upon transfer of the Property (i.e., capital reserve fee, initiation fee, transfer fee, etc.)? Yes No
 - (f) General Assessment/Dues: \$ _____ per month quarter half-year year
 - (g) Amenities include (check all that apply): street maintenance clubhouse pool tennis court
 entrance sign/structure gated other: _____
 - (h) Are you aware of any existing or proposed special assessments?..... Yes No
 - (i) Are you aware of any condition or claim which may cause an increase in assessments or fees?..... Yes No
- Please explain any "Yes" answers you gave in this section (attach additional pages if needed): _____

15. CONDOMINIUM, CO-OP OR SHARED COST DEVELOPMENT

If you live in a condominium, co-op or other shared cost development, attach DSC-8000C ("Condominium/Co-Op/Shared Cost Development Rider").

16. LAKES & PONDS/WATERFRONT PROPERTY (Including boat docks, slips and lifts)

If the Property includes or is located on a lake, pond, river or other waterfront, or if a boat dock, slip, lift or similar feature (or access thereto) is part of or available to the Property, attach DSC-8000B ("Lakes & Ponds/Waterfront Property Disclosure Rider").

17. MISCELLANEOUS

- (a) Is the Property located in an area requiring an occupancy (code compliance) inspection?..... Unknown Yes No
 - (b) Is the Property designated as a historical home or located in a historic district?..... Unknown Yes No
 - (c) During your ownership, has the Property been used for any non-residential purpose?..... Yes No
 - (d) Do you have a survey that includes existing improvements of any kind regarding the Property?..... Yes No
 - (e) Have you allowed any pets in the home at the Property?..... Yes No
 - (f) Are you aware of any broken or inoperable door, window, thermal seal, lock or other item?..... Yes No
 - (g) Are you aware if carpet has been laid over a damaged wood floor?..... Yes No
 - (h) Are you aware of any:
 - Shared/common feature with any adjoining property(ies) (e.g., fence, retaining wall, driveway)?..... Yes No
 - Lease or other agreement for the use of the Property or any part thereof?..... Yes No
 - Encroachment?..... Yes No
 - Existing or threatened legal action affecting the Property?..... Yes No
 - Violation of local, state or federal laws/codes/regulations, including zoning, relating to the Property?... Yes No
 - Consent required of anyone other than the signer(s) of this form to convey title to the Property?..... Yes No
- Any other assessments NOT paid with Taxes? (e.g., Fire Dues, Clean Energy District, Community Improvement District, Tax Increment Financing District, Neighborhood Improvement District payments?) Yes No
- Please explain any "Yes" answers you gave in this section (attach additional pages if needed): _____

(i) Current Utility/Service Providers:

Note: Please identify if any part of the systems below is leased:

- Electric Company: INTERCOUNTRY ELECTRIC
- Water Service: WELL
- Cable/Satellite/Internet Service: N/A
- Security System: VIDEO - NOT WORKING @ THIS TIME
- Sewer: LAGOON
- Telephone: AT T
- Gas/Propane Tanks: N/A
- Garbage: N/A
- Fire District: TEXAS CO.

18. ATTACHMENTS: The following are attached and made part of this Disclosure Statement (check all that apply):

- Water Well/Sewage System (DSC-8000A) Condo/Co-Op/Shared Cost Development (DSC-8000C)
 Lakes & Ponds/Waterfront Property (DSC-8000B) Pool/Hot Tub (DSC-8000D)
 Other (e.g., reference any other statements or other documents attached): _____

Additional Comments/Explanation (attach additional pages if needed):

Seller's Acknowledgement:

1. All real estate licensee(s) are hereby authorized to distribute this Disclosure Statement and any Rider or other attachment hereto to potential buyers of the Property.
2. Seller has carefully examined this Disclosure Statement and any Rider or other attachment hereto, and acknowledges that the information contained therein is true and accurate to the best of Seller's knowledge.
3. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to closing which would make any existing information set forth herein or in any Rider or other attachment hereto false or materially misleading (DSC-8003 may be used for this purpose).
4. A real estate licensee involved in this transaction may have a statutory duty to disclose an adverse material fact.

Stephen L. Hawkins MD 10/1/24
Seller Date Seller Date
Print Name: STEPHEN L. HAWKINS MD Print Name: _____

Buyer's Acknowledgement:

1. The statements made by Seller in this Disclosure Statement and in any Rider or other attachment hereto are not warranties of any kind.
2. Buyer understands that there may be aspects or areas of the Property about which Seller has no knowledge. This Disclosure Statement and any Rider or other attachment hereto may not encompass those aspects or areas.
3. Buyer should verify all information contained in this Disclosure Statement and in any Rider or other attachment hereto, as well as any measurement information provided regarding the Property or any improvement located thereon (if exact square footage or any other measurement is a concern). Buyer is urged to have the Property fully inspected by a qualified, professional expert(s). Buyer may also wish to obtain a home protection plan/warranty.
4. Buyer acknowledges having received a signed copy of this Disclosure Statement and any Rider or other attachment hereto.
5. A real estate licensee involved in this transaction may have a statutory duty to disclose an adverse material fact.

Buyer Date Buyer Date
Print Name: _____ Print Name: _____

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Pool/Hot Tub Disclosure Rider

This document has legal consequences. If you do not understand it, consult your attorney. It should be attached to and is made part of DSC-8000 ("Seller's Disclosure Statement for Residential Property").

This Disclosure Rider is made by the undersigned Seller concerning the following property (the "Property"):

14560 Cloverdale Rd Cabool MO 65689 United States
Street Address City Zip Code County

Note: Seller may not frequently use the pool/hot tub, if at all. If underutilized, it may falsely appear to be problem free. Even if heavily utilized, problems may surface that were previously not known or detectable.

POOL: (Indicate if any information is approximate)

(1) Age 20 (2) Shape Lazy L (3) Size (length x width) 20X40

(4) Depth 3-10 feet (5) Volume (gallons) 33,000

(6) Type Above ground (please check type) Vinyl liner Other

In ground (please check type) Concrete Stainless Gunite Fiberglass Vinyl liner

Other

(7) Pool Builder ldk

(8) Type of chemical sanitizer Chlorine Copper/Silver Ionizer Bacquacil Ozonator Saltwater

Other

(9) Cover Yes No If "Yes", is it Automatic Manual

(10) Pool service provider Property Owner Last serviced _____ (date)

(11) Last opened by _____

Last closed by Property owner

(12) Age of heater _____ Heating source _____

(13) Age of pump 5 years

(14) Age of filter 5 years Type of filter Sand DE Other

(15) Specify if any repairs have been performed during your ownership on the Pool or any related equipment, including but not limited to the above and any visual components, deck equipment or mechanical equipment. (Include any available repair history and attach additional pages if needed)

Are you aware of any leak, defect or other problem or repair needed for any item above?

Please explain if "Yes" and attach additional pages if needed: No

HOT TUB: (Indicate if any information is approximate)

(1) Age _____ (2) Volume (gallons) _____ (3) Manufacturer _____

(4) Construction (e.g., fiberglass, plastic, cement) _____

(5) Type of chemical sanitizer? Chlorine Copper/Silver Ionizer Bacquacil Ozonator Saltwater

Other

(6) Spa service provider _____ Last serviced _____ (date)

(7) Age of heater _____ Heat source _____

(8) Age of pump _____ (9) Age of filter _____ (10) Number of jets _____

(11) Specify if any repairs have been performed during your ownership on the Hot Tub or any related equipment, including but not limited to the items above (Include any available repair history and attach additional pages if needed)

Are you aware of any leak, defect or other problem or repair needed for any item above? Yes No

Please explain if "Yes" and attach additional pages if needed:

BUYER'S INITIALS _____ (date)

SELLER'S INITIALS SLH 09/26/2024 (date)

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Last Revised 12/31/18

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Water Well/Sewage System Disclosure Rider

This document has legal consequences. If you do not understand it, consult your attorney. It should be attached to and made part of DSC-8000 ("Seller's Disclosure Statement for Residential Property").

This Disclosure Rider is made by the undersigned Seller concerning the following property (the "Property"):

14560 COVERDALE Rd CARROLL MO 65689 TEXAS
Street Address City Zip Code County

Note: Seller may not frequently use the Water Well/Sewage System. If underutilized, it may falsely appear to be problem free. Even if heavily utilized, problems may surface that were previously not known or detectable.

Does the Property include or is it served by a Water Well?: Yes No (If "Yes", complete all of the following)

- (1) Specify type and depth 250 FEET
 - (2) Age of well 15 yr Installed/Drilled by PK
 - (3) Has the well been tested? Yes No
 - (4) Is any part of the well located on a neighbor's property or community lot? Yes No
 - (5) Is the well shared with any other property(ies)? Yes No
If "Yes", is there a recorded agreement? Yes No
 - (6) Have you been notified or cited by any authority for any problem related to the water well system? Yes No
 - (7) Is there a current maintenance service agreement covering the water well system? Yes No
If "Yes", what is the annual cost and who is the current provider? _____
 - (8) Are you aware of any plan to bring public water (e.g., City/Water District) to the Property? Yes No
 - (9) Are you aware of any problem or repair needed for any part of the water well system? Yes No
- Please explain any "Yes" answer above. Include all available test reports and repair history (attach additional pages if needed): _____

Does the Property include or is it served by a "Sewage System"? (meaning a private, shared or community sewer, septic, lateral, lagoon, cistern or other similar system): Yes No (If "Yes", complete all of the following)

- (1) Check all that apply: septic lateral lagoon cistern lift station Other _____
 - (2) Do you have a diagram of the Sewage System? Yes No
 - (3) If a lagoon, is there a fence? Yes No
 - (4) If a septic tank:
 - Is it readily accessible from the surface? Yes No
 - Are clean-outs present? Yes No
 - Of what is the tank constructed? Steel Concrete Other: _____
 - Does it discharge into a lateral or lagoon? Yes No
 - Size & Age of tank (if known) is _____
 - (5) Does any other property owner(s) share the Sewage System? Yes No If "Yes", how many? _____
 - (6) Is any part of the Sewage System located on a neighbor's property or community lot? Yes No
 - (7) Is there a well within 50 feet of the Sewage System? Yes No Unknown
 - (8) Does the Sewage System have an aerator? Yes No
 - (9) Does any plumbing (e.g., sink, tub or shower) disperse outside of the Sewage System? Yes No
 - (10) Is there any untreated seepage or discharge (effluence) from the Sewage System? Yes No
 - (11) Does any effluence from a neighbor's system disperse onto your Property? Yes No
 - (12) Have you noticed any unusual odors from the Sewage System? Yes No
 - (13) Have you experienced slow drainage or drain backups? Yes No
 - (14) Is there a current maintenance service agreement covering the Sewage System? Yes No
If "Yes", what is the annual cost and who is the current provider? _____
 - (15) Does any government authority require a maintenance service agreement for the Sewage System? Yes No
 - (16) Have you been notified or cited by any authority for any problem related to the Sewage System? Yes No
 - (17) Have you expanded, updated or modified the Sewage System? Yes No
 - (18) Have you added any bedrooms at the Property since the Sewage System was installed? Yes No
 - (19) Have you cleaned, pumped or serviced the Sewage System during your ownership of the Property? Yes No
- Are you aware of any problem or repair needed for any part of the Sewage System? Yes No
- Please explain any "Yes" answer above. Include all available permits, test reports and repair history (attach additional pages if needed): _____

Buyer's Initials _____ (date) Seller's Initials SLH 10/17/22 (date)

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Parcel: 26-0.5-16-000-000-004.01

Situs: CLOVERDALE RD CABOOL MO 65689

Owner and Mailing Address:

THE HAWKINS LIVING TRUST

CO:

PO BOX 69

CABOOL,MO 65689

Sec: 16 Twp: 29 Rge: 10
 Deed Acres: 0.00 Calc Acres: 20.00
 NBHD: Subd:

Legal Description:
 E2 NEQ INWQ

Tax Entities

School	R4	BLDG	LAND	APPRAISED	ASSESSED
Dist2	04	331490	11460	342950	65160
Fire	Cabool	0	2790	2790	330
		0	0	0	0
Total		331490	14250	345740	65490

Summary Values



Deed and Sale Information:

Doc #	DB	PG	Date	T	Price	S	V	Grantor
0	2017	736	03/15/2017	WAR	0			HAWKINS STEPHEN L AND JOAN MARIE
0	507	372	01/12/1992	GEN	0			WHESTINE JOE B & CAROL JEAN

Assessed Value Information:

Year 2023: 65,490 Year 2024: 65,490 Pct Change: 0

Land Information:

Type	Cls	Code	Size	Unit Pr	Inf	Value
Acres	R	1	1.00	0	0	7,265
Ag	A	6	19.00	147	0	2,793
Site	R	0		0	0	4,200

Value Change Information:

YEAR	AGRICULTURAL	RESIDENTIAL	COMMERCIAL
2020	0	40,590	0
2015	0	0	0

Notes:

04/26/19 ADDED 2018 30X42 SHED PER 2019 ASSESSMENT.

Improvement 1 of 3

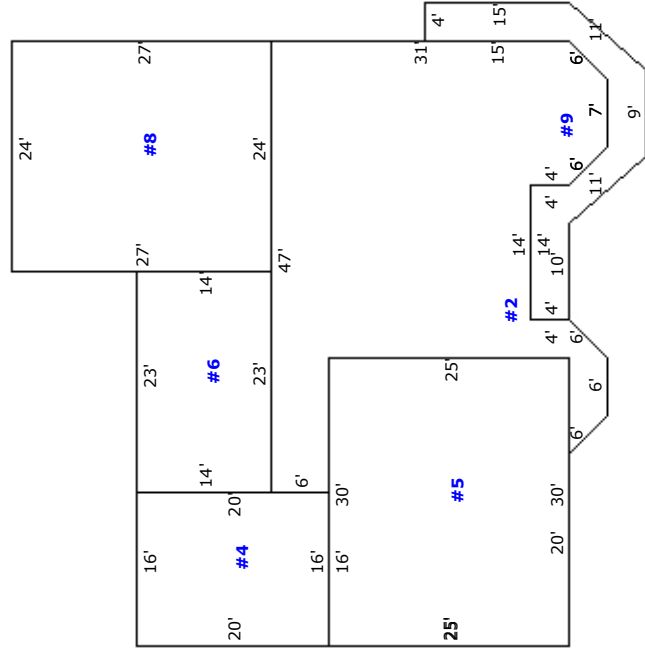
Parcel: 26-0.5-16-000-000-004.01

Class: R Use Type: 1 RES Style: 0
Improvement Information:
 Grade Class: 1994
 Year Built: 1994
 Eff Year: 0
 Apartments: 0
 Rooms: 0
 Bedrooms: 0

Valuation Information:
 Base: 1,885
 Heat: 0
 Features: 30,056
 Class Units: 10
 Const Units: 108
 Adj Area: 5,280
 Living Area: 4,167

Features:

QTY	DESC	VALUE
3	3 Fix Avg	293,210
1	2 Fix Avg	80
1	FP +2/2	90
1	F.H.A. WITH DUCTS	4920
		0
		90
		263,890



04/16/2015

Type	Desc	Pct	Pts
Foundation	Cont Wall	100	0.0
Foundation	Concrete	0	0.0
Exterior Walls	Vinyl/Steel	100	33.0
Roof Type	Hip	100	8.0
Roof Material	Shingle, Asp	100	4.0
Floors	Hardwood	50	6.0
Floors	Carpet & U	50	6.0
Interior Finish	Drywall	100	30.0
Electricity	Average	100	3.0
Plumbing	Average	100	8.0

Component Units = 86

Addn#	#1	#2	#3	#4	#5	#6	#7	#8	#9
Level	1	2	1	2	L	1	1	2	1
Code	BA1	BA8F	G5	BA8F	B7	OP2	G5	BA8F	OP2
Area	1885	1885	320	320	750	322	648	648	200

Use Type	Code	Qty	Class	Gr Scale	Gr Class	Class Units	Const Units	Total	Base Rate	Adj Rate	Index	Sq Ft Cost	Base Area	Adj Area	Base Cost	Extra Features	Repl Cost	Pct Gd	Value
1 RES		0	R			10	98.00	108.00	18.24	19.70	2.53	49.84	1,885.00	5,280.00	263,155.00	30,056.00	293,211.00	90.00	263,890.00

Improvement 2 of 3

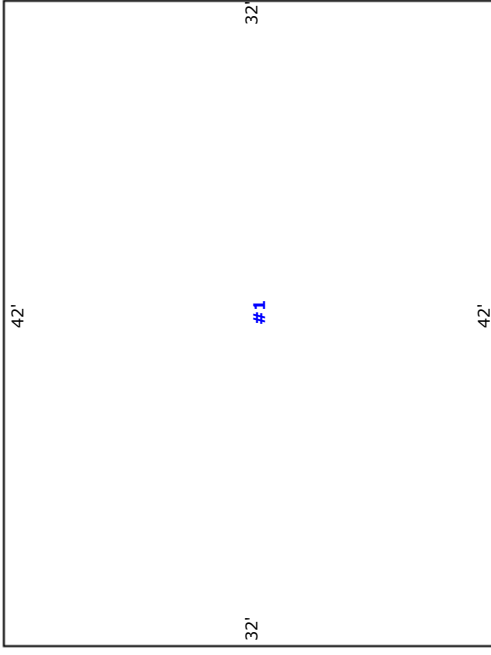
Parcel: 26-0.5-16-000-000-004.01

Class: R Use Type: 5 GAR Style: 0
Improvement Information:
 Grade Scale: 2018
 Year Built: 0
 Eff Year: 0
 Apartments: 0
 Rooms: 0
 Bedrooms: 0

Valuation Information:
 Base: 1,344
 Heat: 0
 Features: 0
 Class Units: 0
 Const Units: 1,344
 Living Area: 0

RCN:
 Comp Phys: 96
 Ovr Phys: 0
 Functional: 0
 Economic: 0
 Tot Pct Gd: 96
 RCNLD: 44,660

Features:	QTY	DESC	VALUE
	46,520		
	96		
	0		
	0		
	96		
	44,660		



Component Units = 0

Addin# #1
Level 1
Code A1
Area 1344

Use Type	Code	Qty	Class	Gr Scale	Gr Class	Class Units	Const Units	Total	Base Rate	Adj Rate	Index	Sq Ft Cost	Base Area	Adj Area	Base Cost	Extra Features	Repl Cost	Pct Gd	Value
5 GAR	G5	0	R			0	0.00	0.00	13.68	0.00	2.53	34.61	1,344.00	1,344.00	46,516.00	0.00	46,516.00	96.00	44,660.00



Improvement 3 of 3

Parcel: 26-0.5-16-000-000-004.01

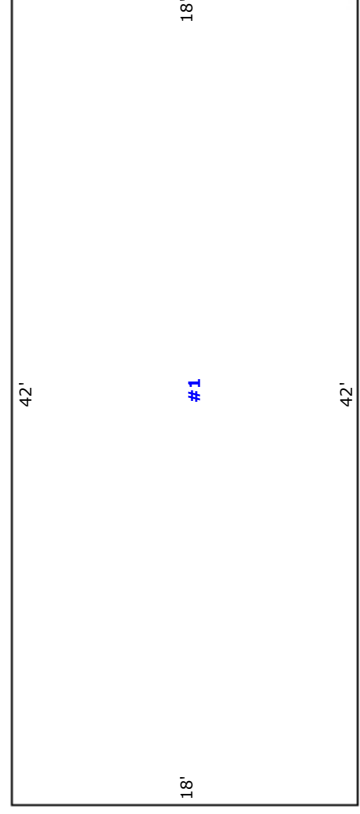
Class: R Use Type: 11 POOL Style: 0

Improvement Information:

Grade Scale:	Base:	756	RCN:	23,410
Grade Class:	Heat:	0	Comp Phys:	48
Year Built:	Features:	0	Ovrd Phys:	98
Eff Year:	Class Units:	0	Functional:	0
Apartments:	Const Units:	0	Economic:	0
Rooms:	Adj Area:	756	Tot Pct Gd:	98
Bedrooms:	Living Area:	0	RCNLD:	22,940

Features:

QTY	DESC	VALUE



Component Units = 0

Addin# #1
Level 1
Code A1
Area 756

Use Type	Code	Qty	Class	Gr Scale	Gr Class	Class Units	Const Units	Total	Base Rate	Adj Rate	Index	Sq Ft Cost	Base Area	Adj Area	Base Cost	Extra Features	Repl Cost	Pct Gd	Value
11 POOL	PL1	1	R			0	0.00	0.00	12.24	0.00	2.53	30.97	756.00	756.00	23,413.00	0.00	23,413.00	98.00	22,940.00

West Plains Roofing, LLC
902 West Broadway #500
West Plains, MO 65775

Visit us on the web @ www.wproofing.com

Phone: 417-256-6750 Fax: 417-256-6612

roof@centurytel.net



PROPOSAL

To: Kim Grennan

July 15, 2024

The company proposes to do work on the property located at 14560 Cloverdale Rd, Cabool, MO 65689

In accordance with specifications given below:

- 1.) Remove up to (2) layers of shingles and dispose.
- 2.) Inspect decking & re-nail if needed.
- 3.) Install new synthetic underlayment.
- 4.) Install new ice & water barrier in valleys & low pitch.
- 5.) Install new O.C. starter strip.
- 6.) Install new O.C. Duration architectural shingles. (limited lifetime)
- 7.) Install new O.C. hip & ridge shingles.
- 8.) Install new ridge vent.
- 9.) Install new pipe boots & all flashings.
- 10.) Clean up debris and removal.
- 11.) Provide a 2-yr maintenance warranty.

TOTAL: \$29,675.00

Note: If bad decking is found after shingles are removed, add \$95 per 4' x 8' sheet of plywood.

Terms: 50% due with signed agreement. Balance due at completion.

Dish Satellite may require realignment at owner's expense.

_____ Approved Date: _____ Color _____ X _____
(Customer Signature)

FOR OFFICE USE ONLY:

Approved: _____ Date: _____
(Signature)



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
AGENTS 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, Agents National Title Insurance Company, a Missouri 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 Amount of Insurance and the name of the Proposed Insured.

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

**AGENTS NATIONAL TITLE INSURANCE
COMPANY**

1207 West Broadway Ste C, Columbia, MO 65203



By: _____
David Townsend, President

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Agents National Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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

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- iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not 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 is only liable 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.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Southern Missouri Land Services, LLC

Issuing Office: 3494 N US Highway 63

West Plains, MO 65775

Issuing Office's ALTA® Registry ID: 1167330

Loan ID Number:

Commitment Number: 24-4628

Issuing Office File Number: 24-4628

Property Address: 14560 Cloverdale Road, Cabool, MO 65689

Revision Number: 2

SCHEDULE A

1. Commitment Date: September 20, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy Informational Commitment Only
 Proposed Insured:
 Proposed Amount of Insurance: **\$0**
 The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy
 Proposed Insured:
 Proposed Amount of Insurance: **\$**
 The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in Stephen Lowell Hawkins, a single person, and Joan Marie Kommer, formerly known as Joan Marie Hawkins, a single person
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

SOUTHERN MISSOURI LAND SERVICES, LLC

3494 N US Highway 63, West Plains, MO 65775

Telephone: (417) 256-7560

Countersigned by:

*Jim C Davis*_____
Timothy C Davis, License #8311987

Southern Missouri Land Services, LLC, License #8353562

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SCHEDULE B, PART I – 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. 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.
5. Pay the agreed amount for the estate or interest to be insured.
6. Pay the premiums, fees, and charges for the Policy to the Company.
7. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Stephen Lowell Hawkins, a single person and Joan Marie Kommer, formerly known as Joan Marie Hawkins, aka, Joan M. Hawkins, a single person, to (Proposed Insured), to be executed and recorded at closing.

*Warranty Deed to contain the following language:

The Hawkins Living Trust U/A, dated March 14, 2017 was revoked in Final Judgment, Order, and Decree of Dissolution of Marriage of Stephen L. Hawkins and Joan M. Hawkins, filed November 2, 2023, Case No. 22TE-CC00161

8. Owner's Affidavit to be properly executed and acknowledged and returned to Southern Missouri Land Services, LLC, affidavit need not be recorded.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. All taxes for the year 2024 and subsequent years, not yet due and payable.
8. Right of way of Clover Dale Road.

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EXHIBIT A

The Land referred to herein below is situated in the County of Texas, State of Missouri and is described as follows:

LOCATED IN TEXAS COUNTY, MISSOURI TO-WIT:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION SIXTEEN (16),
TOWNSHIP TWENTY-NINE (29), RANGE TEN (10), WEST.

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AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 23rd day of October 2024, by and between Dr. Stephen Lowell Hawkins (ASP) whose address is 4794 Green Acres Lane, Hartville, MO 65667, and Joan Marie Kommer (ASP) whose address is 181 Sunshine Ave., Cabool, MO 65689 (collectively herein referred to as "Seller") 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 (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **14560 Cloverdale Rd., Cabool, MO 65689** and further described as follows:

Legal Description: THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP TWENTY-NINE (29), RANGE TEN (10), WEST. IN TEXAS COUNTY MISSOURI. (Full Legal Descriptions to be provided by Title Company).

2. High Bid Price	\$ _____
Buyer's Premium (10%)	\$ _____
Total Purchase Price	\$ _____
Non-Refundable Down Payment/Deposit	\$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a 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 be on or by **Friday, November 22nd, 2024**. Closing shall take place at **Southern Missouri Land Services, LLC, 3494 N US Hwy 63, West Plains, MO 65775**. Closer is **Tim Davis**, email is **tdavis@smlandservices.com**, phone number is **(417) 256-7560**. At Closing, Seller shall deliver to Buyer a **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. 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, 2024 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 Owner's Title Policy and 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 also pay for any survey cost (if required), but limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for any Lender's 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.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Friday November 22nd, 2024**. 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") along with United Country - Missouri Ozarks Realty ("Broker of Record") 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 and Broker of Record that with respect to the Property, Seller and Auctioneer and Broker of Record 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 BROKER OF RECORD or their affiliates, agents, officers, employees or representatives. 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 or Broker of Record.

(d) Buyer shall look only to Seller, and not to Auctioneer or Broker of Record, as to all matters regarding this Contract and the Property. The Auctioneer and Broker of Record 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 and Broker of Record 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.

Potential Proximity of Registered Offenders to Property: 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 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 the Property will be conveyed to the Buyer.
- (e) The Property is selling subject to any restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

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. **BROKER AGENCY.**

- (a) **Agency Disclosure.** Auctioneer and Broker of Record are an 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/ Broker of Record.
- (b) **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

14. **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.

15. **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.

16. **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 notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **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, Broker of Record, and Closing Agent.

18. **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.

19. **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.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **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.

22. **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.

23. **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.

24. **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 State Statutes), 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.

25. **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.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

27. **SPECIAL CONDITIONS (1031 EXCHANGE).** Buyer/Seller acknowledges that it may be the intention of either party to complete a tax-deferred exchange under Internal Revenue Code Section 1031. The other party agrees to cooperate as long as it does not delay the closing or cause additional expense to the other party. Buyer/Seller agrees that the requesting party will assign the rights but not the obligations of this agreement to a Qualified 1031 Exchange Intermediary during the closing process.

28. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first written above.

BUYER: _____
Printed: _____
Address: _____
City/St/Zip: _____
Phone: _____
Email: _____

BUYER: _____
Printed: _____
Address: _____
City/St/Zip: _____
Phone: _____
Email: _____

SELLER: _____
Printed: Dr. Stephen Lowell Hawkins
Address: 4794 Green Acres Lane
City/St/Zip: Hartville, MO 65667
Phone: _____
Email: _____

SELLER: _____
Printed: Joan Marie Kommer
Address: 181 Sunshine Ave.
City/St/Zip: Cabool, MO 65689
Phone: _____
Email: _____