

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

*The Marian Lois Howard Estate
Freeman, Cass County, MO*



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | 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 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 | 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 line extending from the start of the name.

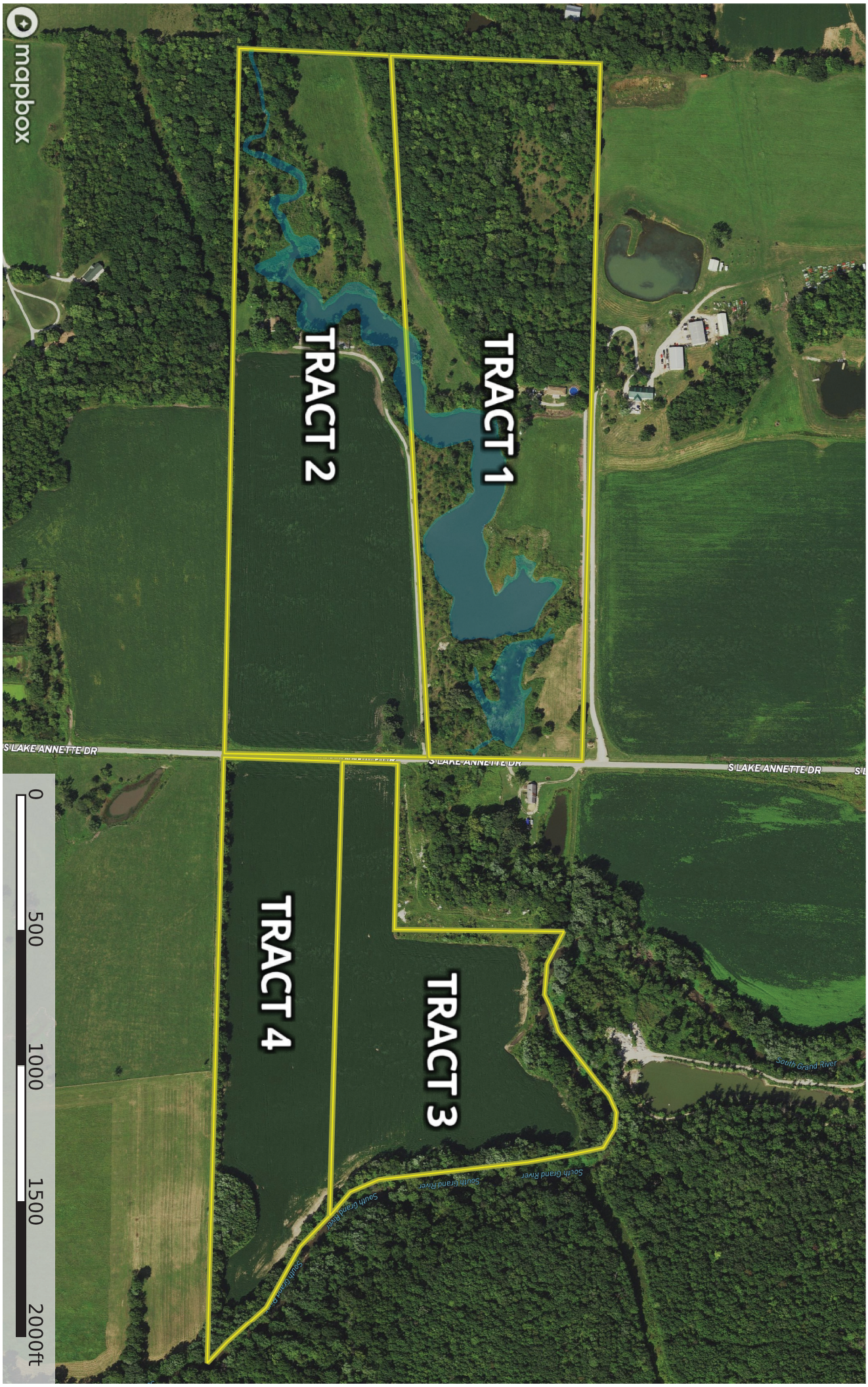
R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

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



-  Pond / Lake
-  Tract 1
-  Tract 2
-  Tract 3
-  Tract 4

mapprox

0 500 1000 1500 2000ft

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



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:

Legally described as:

AUCTION TRACT 1: is described as “Tract B” on the survey and is 39.21+/- acres. **AUCTION TRACT 2:** is described as “Tract A” on the survey and is 39.21+/- acres. Auction Tracts 1 & 2 are located in part of Lot 1 of the NW/4 of Sec. 1-44N-33W. **AUCTION TRACT 3:** is described as “Tract D” on the survey and is 20.60+/- acres. **AUCTION TRACT 4:** is described as “Tract C” on the survey and is 20.60+/- acres. Auction Tracts 3 & 4 are located in part of Lot 1 of the NE/4 of Sec. 1-44N-33W, Cass Co, Missouri. (Full legal descriptions to be provided by Title Company).

- o **Online Bidding Opens on Thursday, October 17th, 2024 at 6:00 pm (CT)**
- o **Online Bidding Closes on Thursday, November 14th, 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 Auction Company.
- 5) **Buyer's Premium:** An **Eight Percent (8%)** 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 + 8% buyer's premium = total purchase price of \$108,000).
- 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 Auction Company 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 for **Tract 1** shall be on or by **Thursday, December 12th, 2024**. Closing for **Tracts 2, 3, and 4** shall be on or before **Thursday, January 9th, 2025**. Closing shall take place at **Coffelt Land Title - Harrisonville, 401 S. Lexington, Harrisonville, MO 64701**. Their email is **hvclosings@coffeltlandtitle.com**, phone number is **(816) 380-3441**. 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, subject to the additional possession terms as follows:
 - Possession of the main residence on Tract 1 will be transferred to the Buyer at closing, subject to the Seller's right to rent the home for a period of (30 days) following the date of closing, and at a

rental payment in the amount of \$1,200.00, made payable to the Buyer. This rental period will allow the Seller sufficient time to move and vacate the property. Any subsequent rental arrangement made after the initial (30 days) shall be created between the Buyer and Seller, and is not part of the sale.

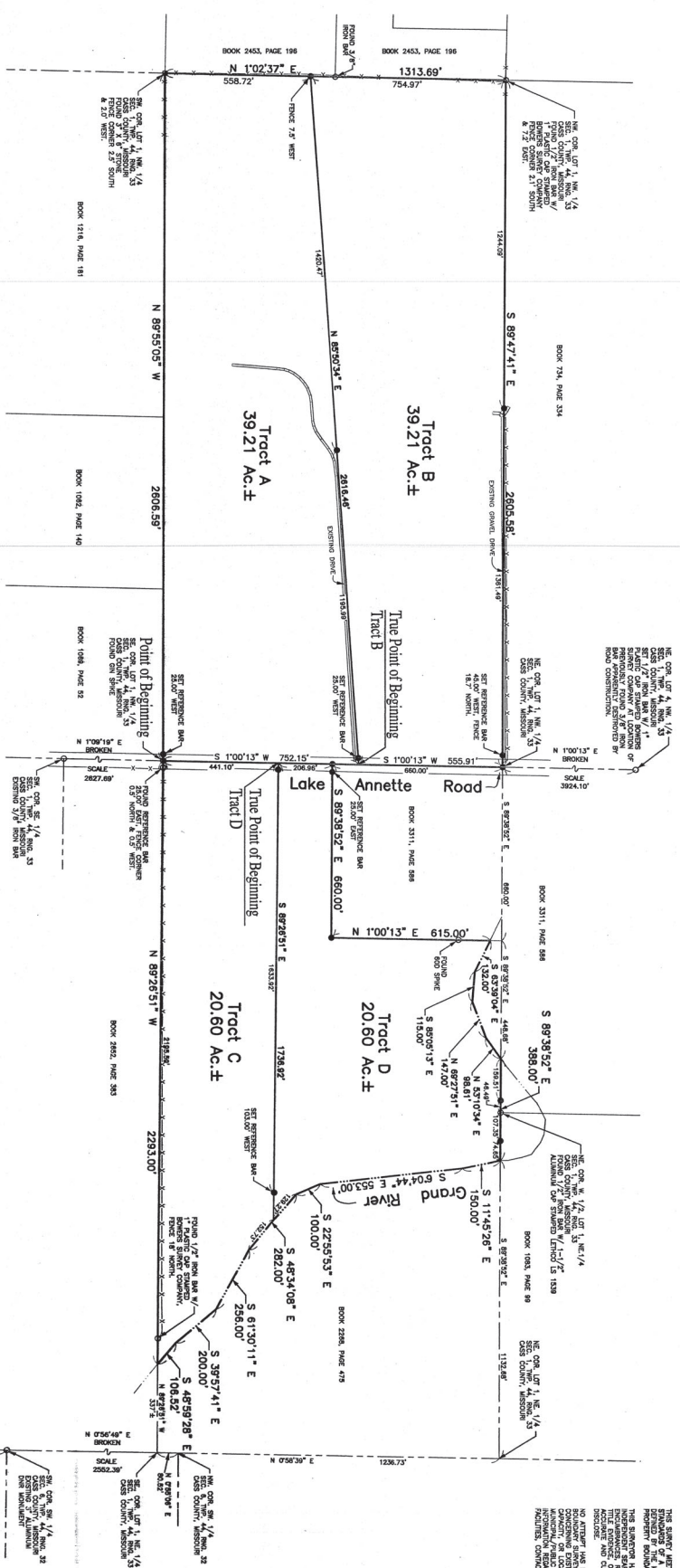
- The rental home on Tract 2 will be sold with a tenant in the home, which is currently paying \$525.00 per month.

- 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.

Plat of Survey

Description: Tract A
 PART OF A TRACT OF LAND DESCRIBED IN BOOK 3323, PAGE 602, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 1, ADDRESSO, RUN THENCE NORTH 17°07'13" EAST ALONG THE WEST LINE OF LOT 1 OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 1, 17°07'13" EAST ALONG THE WEST LINE OF SAID LOT 1, 754.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°47'41" EAST 2605.85 FEET TO THE POINT OF BEGINNING; CONTAINS 39.21 ACRES, MORE OR LESS, SUBJECT TO THE NORTH-OF-WAY OF LAKE ANNETTE ROAD AND ANY EXISTING EASEMENTS.

Description: Tract B
 PART OF A TRACT OF LAND DESCRIBED IN BOOK 3323, PAGE 602, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 1, ADDRESSO, RUN THENCE NORTH 17°07'13" EAST ALONG THE WEST LINE OF LOT 1 OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 1, 17°07'13" EAST ALONG THE WEST LINE OF SAID LOT 1, 754.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°47'41" EAST 2605.85 FEET TO THE POINT OF BEGINNING; CONTAINS 39.21 ACRES, MORE OR LESS, SUBJECT TO THE NORTH-OF-WAY OF LAKE ANNETTE ROAD AND ANY EXISTING EASEMENTS.



Description: Tract C
 PART OF A TRACT OF LAND DESCRIBED IN BOOK 3323, PAGE 602, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF LOT 1 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 1, TOWNSHIP 44, RANGE 20, MERIDIAN 11W, BEING PART OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 1, ADDRESSO, RUN THENCE NORTH 17°07'13" EAST ALONG THE WEST LINE OF LOT 1 OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 1, 17°07'13" EAST ALONG THE WEST LINE OF SAID LOT 1, 754.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°47'41" EAST 2605.85 FEET TO THE POINT OF BEGINNING; CONTAINS 39.21 ACRES, MORE OR LESS, SUBJECT TO THE NORTH-OF-WAY OF LAKE ANNETTE ROAD AND ANY EXISTING EASEMENTS.

Description: Tract D
 PART OF A TRACT OF LAND DESCRIBED IN BOOK 3323, PAGE 602, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF LOT 1 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 1, TOWNSHIP 44, RANGE 20, MERIDIAN 11W, BEING PART OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 1, ADDRESSO, RUN THENCE NORTH 17°07'13" EAST ALONG THE WEST LINE OF LOT 1 OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 1, 17°07'13" EAST ALONG THE WEST LINE OF SAID LOT 1, 754.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°47'41" EAST 2605.85 FEET TO THE POINT OF BEGINNING; CONTAINS 39.21 ACRES, MORE OR LESS, SUBJECT TO THE NORTH-OF-WAY OF LAKE ANNETTE ROAD AND ANY EXISTING EASEMENTS.



THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF THE MISSOURI CONSTITUTION AND THE STATUTES OF THE STATE OF MISSOURI, AND THE SURVEYOR HAS MADE NO IMPROVEMENT OR CORRECTION TO THE ORIGINAL SURVEY, AND THE ORIGINAL SURVEY IS HEREBY RECORDED AS THE TRUE AND CORRECT SURVEY OF THE LAND DESCRIBED HEREIN.

BOYERS SURVEY COMPANY
 1800 S. MAIN ST., SUITE 100, WARREN, MISSOURI 64690
 PHONE: (417) 863-7100
 FAX: (417) 863-7101
 WWW.BOYERSURVEY.COM

FOR THE SURVEYOR:
 BOYERS SURVEY COMPANY
 1800 S. MAIN ST., SUITE 100, WARREN, MISSOURI 64690
 PHONE: (417) 863-7100
 FAX: (417) 863-7101
 WWW.BOYERSURVEY.COM

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, ON 08/11/2023 AT 10:52 AM.

FILE NUMBER: 440923
 RECORD NUMBER: 00037
 RECORDED BY: 2023/08/11 10:52:14 AM
 CASS COUNTY, MISSOURI



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1 **SELLER:** Marian Lois Howard Estate / Mark J. Howard (personal representative) and Bradley B. Howard

2
3 **PROPERTY:** 26100 S. Lake Annette Rd., Freeman, MO 64746

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. [Signature] BH **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. [Signature] BH **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. RTT 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 Mark J. Howard 9/28/24
54

55 **SELLER** **DATE** **BUYER** **DATE**

56 Mark J. Howard (personal representative)

57
58 Bradley B. Howard 9-28-24
59

59 **SELLER** **DATE** **BUYER** **DATE**

60 Bradley B. Howard

61
62 Rachel Howard 9-28-2024
63

63 **LICENSEE ASSISTING SELLER** **DATE** **LICENSEE ASSISTING 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 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 2018.



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

1 **SELLER:** Bradley B. Howard & Marian Lois Howard Estate / Mark J. Howard (personal representative)

2 **PROPERTY:** 26100 S. LAKE ANNETTE RD., FREEMAN MO 64746

3
4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

10
11 **2. NOTICE TO BUYER.**

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

15
16 **3. OCCUPANCY.**

17 Approximate age of Property? 60 How long have you owned? 13 yrs
18 Does SELLER currently occupy the Property? Yes No
19 If "No", how long has it been since SELLER occupied the Property? _____ years/months

20
21 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
22 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

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

41
42 **If any of the answers in this section are "Yes", explain in detail or attach other documentation:**

43 East field in a flood plane, West fence and South fence belong to
44 property. Some dead trees. Pipeline Company has mineral rights
45 I believe. East field in flood plane

Initial
BT
SELLER IS SELLER

initials

Initials |
BUYER | BUYER

- 46 **5. ROOF.**
- 47 a. Approximate Age: _____ years Unknown Type: _____
- 48 b. Have there been any problems with the roof, flashing or rain gutters? Yes No
- 49 If "Yes", what was the date of the occurrence? _____
- 50 c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 51 Date of and company performing such repairs _____ / _____
- 52 d. Has there been any roof replacement? Yes No
- 53 If "Yes", was it: Complete or Partial
- 54 e. What is the number of layers currently in place? _____ layers or Unknown.

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

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

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

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

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

100

101

SELLER Initial 7241 initials _____ Initials _____ BUYER BUYER

102 8. ADDITIONS AND/OR REMODELING.

- 103 a. Are you aware of any additions, structural changes, or other material alterations to
- 104 the Property? Yes No
- 105 If "Yes", explain in detail: North room addition, Kitchen renovated, basement
- 106 renovated
- 107 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
- 108 compliance with building codes? N/A Yes No
- 109 If "No", explain in detail: _____
- 110 _____

111 9. PLUMBING RELATED ITEMS.

- 112 a. What is the drinking water source? Public Private Well Cistern
- 113 If well water, state type _____ depth _____
- 114 diameter _____ age _____
- 115 b. If the drinking water source is a well, when was the water last checked for
- 116 safety and what was the result of the test? _____
- 117 c. Is there a water softener on the Property? Yes No
- 118 If "Yes", is it: Leased Owned?
- 119 d. Is there a water purifier system? Yes No
- 120 If "Yes", is it: Leased Owned?
- 121 e. What type of sewage system serves the Property? Public Sewer Private Sewer
- 122 Septic System Cesspool Lagoon Other _____
- 123 f. The location of the sewer line clean out trap is: SE of house
- 124 g. Is there a sewage pump on the septic system? N/A Yes No
- 125 h. Is there a grinder pump system? Yes No
- 126 i. If there is a privately owned system, when was the septic tank, cesspool, or sewage
- 127 system last serviced? 2019 By whom? Unknown
- 128 j. Is there a sprinkler system? Yes No
- 129 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
- 130 If "No", explain in detail: _____
- 131 k. Are you aware of any leaks, backups, or other problems relating to any of the,
- 132 plumbing, water, and sewage related systems? Yes No
- 133 l. Type of plumbing material currently used in the Property:
- 134 Copper Galvanized PVC PEX Other Unknown
- 135 The location of the main water shut-off is: SW basement
- 136 m. Is there a back flow prevention device on the lawn sprinkling system,
- 137 sewer or pool? N/A Yes No
- 138
- 139

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

141 documentation: Basement bath tub needs snaked

142 _____

143 _____

Initial MSV initials _____ Initials _____ BUYER BUYER

SELLER

144 **10. HEATING AND AIR CONDITIONING.**

- 145 a. Does the Property have air conditioning? Yes No
- 146 Central Electric Central Gas Heat Pump Window Unit(s)
- 147 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 148 1. _____
- 149 2. _____
- 150 b. Does the Property have heating systems? Yes No
- 151 Electric Fuel Oil Natural Gas Heat Pump Propane
- 152 Fuel Tank Other _____
- 153 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 154 1. _____
- 155 2. _____
- 156 c. Are there rooms without heat or air conditioning? Yes No
- 157 _____
- 158 If "Yes", which room(s)? _____
- 159 d. Does the Property have a water heater? Yes No
- 160 Electric Gas Solar Tankless
- 161 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 162 1. _____
- 163 2. _____
- 164 e. Are you aware of any problems regarding these items? Yes No
- 165 If "Yes", explain in detail: Central air condenser needs replaced
- 166 _____
- 167 _____
- 168 _____

169 **11. ELECTRICAL SYSTEM.**

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

179 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- 180 a. Any underground tanks on the Property? Yes No
- 181 b. Any landfill on the Property? Yes No
- 182 c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
- 183 d. Any testing for any of the above-listed items on the Property? Yes No
- 184 e. Any professional testing/mitigation for radon on the Property? Yes No
- 185 f. Any professional testing/mitigation for mold on the Property? Yes No
- 186 g. Any other environmental issues? Yes No
- 187 h. Any methamphetamine or controlled substances ever being
- 188 used or manufactured on the Property? Yes No
- 189 (In Missouri, a separate disclosure is required if methamphetamine or
- 190 other controlled substances have been present on or in the Property.)
- 191

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

193 documentation: _____

194 _____

195 _____

Initial 7/21/11

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196 13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- 197 a. Any current/pending bonds, assessments, or special taxes that
198 apply to Property? Yes No X
199 If "Yes", what is the amount? \$
200 b. Any condition or proposed change in your neighborhood or surrounding
201 area or having received any notice of such? Yes No X
202 c. Any defect, damage, proposed change or problem with any
203 common elements or common areas? Yes No X
204 d. Any condition or claim which may result in any change to assessments or fees? Yes No X
205 e. Any streets that are privately owned? Yes No X
206 f. The Property being in a historic, conservation or special review district that
207 requires any alterations or improvements to the Property be approved by a
208 board or commission? Yes No X
209 g. The Property being subject to tax abatement? Yes No X
210 h. The Property being subject to a right of first refusal? Yes No X
211 If "Yes", number of days required for notice:
212 i. The Property being subject to covenants, conditions, and restrictions of a
213 Homeowner's Association or subdivision restrictions? Yes No X
214 j. Any violations of such covenants and restrictions? N/A Yes No X
215 k. The Homeowner's Association imposing its own transfer fee and/or
216 initiation fee when the Property is sold? N/A Yes No X
217 If "Yes", what is the amount? \$

218 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____
219 payable [] yearly [] semi-annually [] monthly [] quarterly, sent to _____ and such
220 includes: _____

221 Homeowner's Association/Management Company contact name, phone number, website, or email address:
222 _____
223 _____
224 _____
225 _____

226
227 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other
228 documentation: _____
229 _____

230
231 14. PREVIOUS INSPECTION REPORTS.

- 232 Has Property been inspected in the last twelve (12) months? Yes No X
233 If "Yes", a copy of inspection report(s) are available upon request.

234
235 15. OTHER MATTERS. ARE YOU AWARE OF:

- 236 a. Any of the following?
237 [] Party walls [] Common areas [] Easement Driveways Yes No X
238 b. Any fire damage to the Property? Yes No X
239 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No X
240 d. Any violations of laws or regulations affecting the Property? Yes No X
241 e. Any other conditions that may materially affect the value
242 or desirability of the Property? Yes No X
243 f. Any other condition, including but not limited to financial, that may prevent
244 you from completing the sale of the Property? Yes No X
245 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No X
246 h. Missing keys for any exterior doors, including garage doors to the Property? Yes No X
247 List locks without keys _____
248 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No X
249 j. Any unrecorded interests affecting the Property? Yes No X
250 k. Anything that would interfere with giving clear title to the BUYER? Yes No X

Initial
BH SELLER'S INITIALS

initials

Initials

BUYER BUYER

- 251 l. Any existing or threatened legal action pertaining to the Property? Yes No
- 252 m. Any litigation or settlement pertaining to the Property? Yes No
- 253 n. Any added insulation since you have owned the Property? Yes No
- 254 o. Having replaced any appliances that remain with the Property in the
- 255 past five (5) years? Yes No
- 256 p. Any transferable warranties on the Property or any of its
- 257 components? Yes No
- 258 q. Having made any insurance or other claims pertaining to the Property
- 259 in the past five (5) years? Yes No
- 260 If "Yes", were repairs from claim(s) completed?..... N/A Yes No
- 261 r. Any use of synthetic stucco on the Property? Yes No

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

263 _____

264 _____

265 _____

266 _____

267 _____

268 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

269 Electric Company Name: Osage Valley Phone # _____

270 Gas Company Name: _____ Phone # _____

271 Water Company Name: PWS D #7 Phone # _____

272 Trash Company Name: _____ Phone # _____

273 Other: _____ Phone # _____

274 Other: _____ Phone # _____

275 _____

276 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

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

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

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

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

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

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

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

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

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

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

287 including, but not limited to:

288

- | | | |
|--------------------------------------|---------------------------------|------------------------------------|
| 289 Bathroom mirrors | Lighting and light fixtures | Shelving, racks and towel bars |
| 290 Fences | Mounted entertainment brackets | (if attached) |
| 291 Fireplace grates, screens and/or | Other mirrors (if attached) | Storm windows, doors & screens |
| 292 glass doors (if attached) | Plumbing equipment and fixtures | Window blinds, curtains, coverings |
| 293 Floor coverings (if attached) | | and mounting components |

Initial

 Initial
 SELLER

initials _____

Initials _____
 BUYER BUYER

294 Fill in all blanks using one of the abbreviations listed below.
295 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
296 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
297 Condition.
298 "NA" = Not applicable (any item not present).
299 "NS" = Not staying with the Property (item should be identified as "NS" below.)
300
301

- 302 ~~NS~~ Air Conditioning Window Units, # 3
- 303 ~~EX~~ Air Conditioning Central System
- 304 ~~NA~~ Attic Fan
- 305 ~~OS~~ Ceiling Fan(s), #
- 306 ~~NA~~ Central Vac and Attachments
- 307 ~~NA~~ Doorbell
- 308 ~~NA~~ Electric Air Cleaner or Purifier
- 309 ~~OS~~ Exhaust Fan(s) – Baths
- 310 ~~NA~~ Fences – Invisible & Controls
- 311 Fireplace(s), # 05
Location #1 Location #2
- 312 Chimney Chimney
- 313 Gas Logs Gas Logs
- 314 Gas Starter Gas Starter
- 315 Heat Re-circulator Heat Re-circulator
- 316 Insert Insert
- 317 Wood Burning Stove Wood Burning Stove
- 318 Other Other
- 319 ~~NA~~ Fountain(s)
- 320 ~~OS~~ Furnace/Heat Pump/Other Htg System
- 321 ~~NA~~ Garage Door Keyless Entry
- 322 ~~NA~~ Garage Door Opener(s), #
- 323 ~~NA~~ Garage Door Transmitter(s), #
- 324 ~~NA~~ Gas Yard Light
- 325 ~~NA~~ Humidifier
- 326 ~~NA~~ Intercom
- 327 ~~OS~~ Jetted Tub
- 328 KITCHEN APPLIANCES
- 329 Cooking Unit
- 330 ~~OS~~ Cooktop Elec. Gas
- 331 ~~OS~~ Microwave Oven
- 332 ~~OS~~ Oven
- 333 Elec. Gas Convection
- 334 ~~OS~~ Stove/Range
- 335 Elec. Gas Convection
- 336 ~~OS~~ Dishwasher
- 337 ~~NA~~ Disposal
- 338 ~~NS~~ Freezer
- 339 Location Basement
- 340 ~~NA~~ Icemaker
- 341 ~~NS~~ Refrigerator (#1)
- 342 Location Kitchen
- 343 ~~NA~~ Refrigerator (#2)
- 344 Location
- 345 ~~NA~~ Trash Compactor

- ~~NS~~ Laundry - Washer
- ~~NS~~ Laundry - Dryer
- Elec. Gas
- MOUNTED ENTERTAINMENT EQUIPMENT
- Item #1
- Location
- Item #2
- Location
- Item #3
- Location
- Item #4
- Location
- ~~NA~~ Outside Cooking Unit Playset
- ~~NA~~ Playset
- ~~OS~~ Propane Tank
- Owned Leased
- ~~NA~~ Security System
- Owned Leased
- ~~OS~~ Shed
- ~~OS~~ Smoke/Fire Detector(s), #
- ~~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)
- ~~NA~~ Statuary/Yard Art
- ~~OS~~ Sump Pump
- ~~OS~~ Swimming Pool
- ~~NA~~ Swimming Pool Heater
- ~~OS~~ Swimming Pool Equipment
- ~~NA~~ TV Antenna/Receiver/Satellite Dish
- Owned Leased
- ~~OS~~ Water Heater
- ~~NA~~ Water Softener and/or Purifier
- Owned Leased
- Other
- Other
- Other
- Other
- Other
- Other
- Other
- Other
- Other

Initial
BH 724V
SELLER

Initials _____

Initials _____

BUYER BUYER

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

350 _____
351 _____
352 _____

353
354 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
355 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
356 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
357 prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will promptly notify
358 Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and
359 Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.
360 (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #
361 of pages).

362
363 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
364 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
365 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
366

367
368
369 
370 _____
371 SELLER Bradley B. Howard 9-28-24 DATE

Signed by:  10/15/2024
EFC550D5F3D74DF... HOWARD - PERSONAL REPRESENTATIVE DATE

372
373 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 374
375 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
376 and SELLER need only make an honest effort at fully revealing the information requested.
377 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
378 concerning the condition or value of the Property.
379 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
380 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
381 I have been specifically advised to have Property examined by professional inspectors.
382 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
383 5. I specifically represent there are no important representations concerning the condition or value of Property made by
384 SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
385

386
387
388
389 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 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.



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

1 **SELLER:** Marian Lois Howard Estate / Mark J. Howard (personal representative) and Bradley B. Howard

2
 3 **PROPERTY:** 26120 S. Lake Annette Rd., Freeman, MO 64746 (rental home)

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. MLH BIT **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. MLH BIT **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. RST 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

54

55

Mark J. Howard 9/20/24
SELLER DATE

BUYER DATE

56

Mark J. Howard (personal representative)

57

58

Bradley B. Howard 9-25-24
SELLER DATE

BUYER DATE

59

Bradley B. Howard

60

61

62

Russell 9-28-2024
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 2018.



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

SELLER: Bradley B. Howard & Marian Lois Howard Estate / Mark J. Howard (personal representative)
PROPERTY: 26120 S. LAKE ANNETTE RD., FREEMAN MO 64746 (Rental Home)

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. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

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? 50-75 yrs How long have you owned? ESTATE SALE (PERSONAL REPRESENTATIVE)
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. 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? YEAR 2010 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? UNKNOWN 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? UNKNOWN Yes No

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

- 4C. EAST PORTION OF FARM IN FLOOD ZONE, NOT THE HOME
4D. AROUND POND, EAST SIDE OF FARM
43. OLD FENCE IN TREES
44. POSSIBLE GAS LINE ACROSS FARM

SELLER Initials BUYER Initials BUYER

- 46 **5. ROOF.**
 47 a. Approximate Age: _____ years Unknown Type: _____
 48 b. ~~Have there been any problems with the roof, flashing or rain gutters? Yes No~~
 49 ~~If "Yes", what was the date of the occurrence? _____~~
 50 c. ~~Have there been any repairs to the roof, flashing or rain gutters? Yes No~~
 51 ~~Date of and company performing such repairs _____ / _____~~
 52 d. ~~Has there been any roof replacement? Yes No~~
 53 ~~If "Yes", was it: Complete or Partial~~
 54 e. ~~What is the number of layers currently in place? _____ layers or Unknown.~~ *unknown*

56 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 57 **documentation:** _____
 58 _____
 59 _____

61 **6. INFESTATION. ARE YOU AWARE OF:**

- 62 a. Any termites, wood destroying insects, or other pests on the Property? Yes No
 63 b. Any damage to the Property by termites, wood destroying insects or other
 64 pests? Yes No
 65 c. Any termite, wood destroying insects or other pest control treatments on the
 66 Property in the last five (5) years? Yes No
 67 If "Yes", list company, when and where treated _____
 68 d. Any current warranty, bait stations or other treatment coverage by a licensed
 69 pest control company on the Property? Yes No
 70 If "Yes", the annual cost of service renewal is \$ _____ and the time
 71 remaining on the service contract is _____.
 72 (Check one) The treatment system stays with the Property or the treatment system is
 73 subject to removal by the treatment company if annual service fee is not paid. *unknown*

75 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 76 **documentation:** _____
 77 _____
 78 _____

80 **7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**
 81 **ARE YOU AWARE OF:**

- 82 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
 83 crawl space or slab? Yes No
 84 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
 85 crawl space, basement floor or garage? Yes No
 86 c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
 87 d. Any water leakage or dampness in the house, crawl space or basement? Yes No
 88 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
 89 f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
 90 g. Any problems with fireplace including, but not limited to firebox, chimney,
 91 chimney cap and/or gas line? Yes No
 92 Date of any repairs, inspection(s) or cleaning? _____
 93 Date of last use? _____
 94 h. Does the Property have a sump pump? Yes No
 95 If "Yes", location: _____
 96 i. Any repairs or other attempts to control the cause or effect of any problem described above?..... Yes No

98 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 99 **documentation:** *1- window was replaced.*
 100 _____
 101 _____

unknown
 _____ Initials _____ Initials _____
 SELLER SELLER BUYER BUYER

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8. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
If "Yes", explain in detail: _____
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A Yes No
If "No", explain in detail: _____

UNKNOWN

9. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? Public Private Well Cistern
If well water, state type _____ depth _____
diameter _____ age _____
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- c. Is there a water softener on the Property? Yes No
If "Yes", is it: Leased Owned?
- d. Is there a water purifier system? Yes No
If "Yes", is it: Leased Owned?
- e. What type of sewage system serves the Property? Public Sewer Private Sewer
 Septic System Cesspool Lagoon Other _____
- f. The location of the sewer line clean out trap is: _____
- g. Is there a sewage pump on the septic system? N/A Yes No
- h. Is there a grinder pump system? Yes No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? UNKNOWN.
- j. Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes No
- l. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other UNKNOWN
The location of the main water shut-off is: _____
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

UNKNOWN

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: _____

SH
SELLER SELLER

Initials

Initials _____
BUYER BUYER

144 **10. HEATING AND AIR CONDITIONING.**

145 a. Does the Property have air conditioning? Yes No

146 Central Electric Central Gas Heat Pump Window Unit(s)

147 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

148 1. _____

149 2. _____

150 b. Does the Property have heating systems? *UNKNOWN* Yes No

151 Electric Fuel Oil Natural Gas Heat Pump Propane

152 Fuel Tank Other _____

153 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

154 1. _____

155 2. _____

156 c. Are there rooms without heat or air conditioning? *UNKNOWN* Yes No

157 _____

158 If "Yes", which room(s)? _____

159 d. Does the Property have a water heater? Yes No

160 *UNKNOWN* Electric Gas Solar Tankless

161 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?

162 1. _____

163 2. _____

164 e. Are you aware of any problems regarding these items? Yes No

165 If "Yes", explain in detail: _____

166 _____

167 _____

168 _____

169 **11. ELECTRICAL SYSTEM.**

170 a. Type of material used: Copper Aluminum Unknown

171 b. Type of electrical panel(s): Breaker Fuse

172 Location of electrical panel(s): _____

173 Size of electrical panel (total amps), if known: _____

174 c. Are you aware of any problem with the electrical system? Yes No

175 If "Yes", explain in detail: _____

176 _____

177 _____

178 _____

179 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

180 a. Any underground tanks on the Property? Yes No

181 b. Any landfill on the Property? Yes No

182 c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No

183 d. Any testing for any of the above-listed items on the Property? Yes No

184 e. Any professional testing/mitigation for radon on the Property? Yes No

185 f. Any professional testing/mitigation for mold on the Property? Yes No

186 g. Any other environmental issues? Yes No

187 h. Any methamphetamine or controlled substances ever being

188 used or manufactured on the Property? Yes No

189 (In Missouri, a separate disclosure is required if methamphetamine or

190 other controlled substances have been present on or in the Property.)

191

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

193 documentation: _____

194 _____

195 _____

[Handwritten Signature] Initials _____ Initials _____

SELLER | SELLER BUYER | BUYER

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

218 Homeowner's Association dues are paid in full until N/A in the amount of \$ _____
 219 payable yearly semi-annually monthly quarterly, sent to _____ and such
 220 includes: _____
 221 Homeowner's Association/Management Company contact name, phone number, website, or email address:
 222 _____
 223 _____
 224 _____
 225 _____
 226 _____

227 **If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other**
 228 **documentation:** _____
 229 _____
 230 _____

- 231 **14. PREVIOUS INSPECTION REPORTS.**
 232 Has Property been inspected in the last twelve (12) months? Yes No
 233 If "Yes", a copy of inspection report(s) are available upon request.
 234

- 235 **15. OTHER MATTERS. ARE YOU AWARE OF:**
 236 a. Any of the following?
 237 Party walls Common areas Easement Driveways Yes No
 238 b. Any fire damage to the Property? Yes No
 239 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
 240 d. Any violations of laws or regulations affecting the Property? Yes No
 241 e. Any other conditions that may materially affect the value
 242 or desirability of the Property? Yes No
 243 f. Any other condition, including but not limited to financial, that may prevent
 244 you from completing the sale of the Property? Yes No
 245 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? UNKNOWN Yes No
 246 h. Missing keys for any exterior doors, including garage doors to the Property? Yes No
 247 List locks without keys NO KEYS
 248 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
 249 j. Any unrecorded interests affecting the Property? ESTATE SALE SETTLEMENT Yes No
 250 k. Anything that would interfere with giving clear title to the BUYER? Yes No

[Signature] Initials _____ Initials _____
 SELLER SELLER BUYER BUYER

- 251 l. Any existing or threatened legal action pertaining to the Property? Yes No
- 252 m. Any litigation or settlement pertaining to the Property? ESTATE SETTLEMENT Yes No
- 253 n. Any added insulation since you have owned the Property? Yes No
- 254 o. Having replaced any appliances that remain with the Property in the
- 255 past five (5) years? Yes No
- 256 p. Any transferable warranties on the Property or any of its
- 257 components? Yes No
- 258 q. Having made any insurance or other claims pertaining to the Property
- 259 in the past five (5) years? Yes No
- 260 If "Yes", were repairs from claim(s) completed?..... N/A Yes No
- 261 r. Any use of synthetic stucco on the Property? Yes No
- 262
- 263

If any of the answers in this section are "Yes", explain in detail: _____
IS F. SALE SUBJECT TO RELEASE OF MORTGAGE OF RECORD.

- 268 16. UTILITIES. Identify the name and phone number for utilities listed below.
- 269 Electric Company Name: OSAGE VALLEY ? Phone # _____
 - 270 Gas Company Name: _____ Phone # _____
 - 271 Water Company Name: _____ Phone # _____
 - 272 Trash Company Name: _____ Phone # _____
 - 273 Other: _____ Phone # _____
 - 274 Other: _____ Phone # _____
 - 275

276 17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

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

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

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

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

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

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

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

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

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

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

287 including, but not limited to:

289 Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
290 Fences	Mounted entertainment brackets	(if attached)
291 Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
292 glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
293 Floor coverings (if attached)		and mounting components

 Initials _____ Initials _____
 SELLER | SELLER BUYER | BUYER

294 **Fill in all blanks using one of the abbreviations listed below.**
 295 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 296 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 297 Condition.
 298 "NA" = Not applicable (any item not present).
 299 "NS" = Not staying with the Property (item should be identified as "NS" below.)
 300
 301

- 302 ___ Air Conditioning Window Units, # ___
- 303 ___ Air Conditioning Central System
- 304 ___ Attic Fan
- 305 ___ Ceiling Fan(s), # ___
- 306 ___ Central Vac and Attachments
- 307 ___ Doorbell
- 308 ___ Electric Air Cleaner or Purifier
- 309 ___ Exhaust Fan(s) – Baths
- 310 ___ Fences – Invisible & Controls
- 311 Fireplace(s), # ___
- 312 Location #1 ___ Location #2 ___
- 313 ___ Chimney ___ Chimney
- 314 ___ Gas Logs ___ Gas Logs
- 315 ___ Gas Starter ___ Gas Starter
- 316 ___ Heat Re-circulator ___ Heat Re-circulator
- 317 ___ Insert ___ Insert
- 318 ___ Wood Burning Stove ___ Wood Burning Stove
- 319 ___ Other ___ Other
- 320 ___ Fountain(s)
- 321 ___ Furnace/Heat Pump/Other Htg System
- 322 ___ Garage Door Keyless Entry
- 323 ___ Garage Door Opener(s), # ___
- 324 ___ Garage Door Transmitter(s), # ___
- 325 ___ Gas Yard Light
- 326 ___ Humidifier
- 327 ___ Intercom
- 328 ___ Jetted Tub
- 329 **KITCHEN APPLIANCES**
- 330 **Cooking Unit**
- 331 ___ Cooktop ___ Elec. ___ Gas
- 332 ___ Microwave Oven
- 333 ___ Oven
- 334 ___ Elec. ___ Gas ___ Convection
- 335 ___ Stove/Range
- 336 ___ Elec. ___ Gas ___ Convection
- 337 ___ Dishwasher
- 338 ___ Disposal
- 339 ___ Freezer
- 340 Location ___
- 341 ___ Ice maker
- 342 ___ Refrigerator (#1)
- 343 Location ___
- 344 ___ Refrigerator (#2)
- 345 Location ___
- 346 ___ Trash Compactor

- ___ Laundry - Washer
- ___ Laundry - Dryer
- ___ Elec. ___ Gas
- MOUNTED ENTERTAINMENT EQUIPMENT**
- ___ Item #1 ___
- ___ Location ___
- ___ Item #2 ___
- ___ Location ___
- ___ Item #3 ___
- ___ Location ___
- ___ Item #4 ___
- ___ Location ___
- ___ Outside Cooking Unit ___ Playset
- ___ Playset
- ___ Propane Tank
- ___ Owned ___ Leased
- ___ Security System
- ___ Owned ___ Leased
- ___ Shed
- ___ Smoke/Fire Detector(s), # ___
- ___ Spa/Hot Tub
- ___ Spa/Sauna
- ___ Spa Equipment
- ___ Sprinkler System Auto Timer
- ___ Sprinkler System Back Flow Valve
- ___ Sprinkler System (Components & Controls)
- ___ Statuary/Yard Art
- ___ Sump Pump
- ___ Swimming Pool
- ___ Swimming Pool Heater
- ___ Swimming Pool Equipment
- ___ TV Antenna/Receiver/Satellite Dish
- ___ Owned ___ Leased
- ___ Water Heater
- ___ Water Softener and/or Purifier
- ___ Owned ___ Leased
- ___ Other ___
- ___ Other ___
- ___ Other ___
- ___ Other ___
- ___ Other ___
- ___ Other ___
- ___ Other ___
- ___ Other ___
- ___ Other ___

UNKNOWN


BH Initials
 Initials
 SELLER | SELLER
 BUYER | BUYER

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

350 SELLER IS ACTING AS PERSONAL REPRESENTATIVE FOR THE
351 MARIAN LOIS HOWARD ESTAT. HE HAS ONLY BEEN INSIDE THE
352 HOME ONCE IN THE PAST 16 YEARS. BUYERS RESPONSIBLE FOR
353 CONDUCTING THEIR OWN ASSESSMENT.

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

362
363 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
364 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
365 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING**
366

367
368
369
370
371 SELLER Bradley B. Howard 9-28-24 DATE SELLER MARK J. HOWARD 9/28/24 DATE
372 PERSONAL REPRESENTATIVE

373 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 374
375 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
376 and SELLER need only make an honest effort at fully revealing the information requested.
377 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
378 concerning the condition or value of the Property.
379 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
380 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
381 I have been specifically advised to have Property examined by professional inspectors.
382 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
383 5. I specifically represent there are no important representations concerning the condition or value of Property made by
384 SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
385

386
387
388
389 **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 thi 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 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : ██████████
CRP Contract Number(s) : None
Recon ID : 29-037-2010-11
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
129.73	78.46	78.46	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	78.46	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	9.30	0.00	73	
Grain Sorghum	4.40	0.00	72	
Soybeans	36.40	0.00	25	0
TOTAL	50.10	0.00		

NOTES

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Tract Number : 31011

Description : S2-T44N-R33W
FSA Physical Location : MISSOURI/CASS
ANSI Physical Location : MISSOURI/CASS
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : BRADLEY HOWARD
Other Producers : ██████████
Recon ID : 29-037-2010-10

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
129.73	78.46	78.46	0.00	0.00	0.00	0.00	0.0

Abbreviated 156 Farm Record

Tract 31011 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	78.46	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	9.30	0.00	73
Grain Sorghum	4.40	0.00	72
Soybeans	36.40	0.00	25
TOTAL	50.10	0.00	

NOTES

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



- crp
- clu

plss

Farm 6815
Tract 31011

W= WHEAT-SRW-GR
 C= CORN-YEL-GRN
 SB= SOYBEANS-COM-GR
 LS = MIXED FORAGE-LGM-LS PD 10/01/2000
 H= MIXED FORAGE-LGM-FG PD 10/01/2000
 P= MIXED FORAGE-LGM-GZ PD 10/01/2000
 ALL LAND IS CONSIDERED NON-IRRIGATED
 *Unless notated on Map

Cass Co. FSA 1:6,070

Program Year: 2024

Created: 5/16/2024

Flown: 2022-6-29

**All Measurements are
 For FSA Programs Only**

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Parcel Number:
15-12-01-000-000-004.000

Computer ID:
0609100

Deed Holder:
HOWARD, MARION L & BRADLEY

Property Address:
26100 S LAKE ANNETTE & 26120 RD
FREEMAN, MO 64746-0000 [MAP THIS ADDRESS](#)

Mailing Address:
26100 S LAKE ANNETTE RD
FREEMAN, MO 64746-9795 USA

Class:
AG DWELLING

Map Area:
DOLAN NORTH EAST

Plat Map:
5061/49

Subdivision:
NONE

Sec-Twp-Rng:
01-44-33

Lot-Block:
-

Brief Legal Description:
LOT 1 NW
(NOT TO BE USED ON LEGAL DOCUMENTS)



Pin 15-12-01-000-000-004.000 Photo

1 / 2



Current Value Information

FULL MARKET	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$20,800	\$16,920	\$0	\$0	\$37,720
Building	\$1,460	\$159,920	\$0	\$0	\$161,380
Total	\$22,260	\$176,840	\$0	\$0	\$199,100
ASSESSED	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$2,500	\$3,220	\$0	\$0	\$5,720
Building	\$180	\$30,390	\$0	\$0	\$30,570
Total	\$2,680	\$33,610	\$0	\$0	\$36,290

Prior Year Value Information

2024 Appraised	Agricultural	Residential	Commercial\Other	Exempt	Total
Land Full Market	\$20,800	\$16,920	\$0	\$0	\$37,720
Building Full Market	\$1,460	\$159,920	\$0	\$0	\$161,380
Total Full Market	\$22,260	\$176,840	\$0	\$0	\$199,100
2023 Appraised	Agricultural	Residential	Commercial\Other	Exempt	Total
Land Full Market	\$20,800	\$16,920	\$0	\$0	\$37,720
Building Full Market	\$1,460	\$159,920	\$0	\$0	\$161,380
Total Full Market	\$22,260	\$176,840	\$0	\$0	\$199,100

▼ More Years...

Land Information

Lot Type	Square Feet	Acres
Site and Excess	21,780	0.500
Site and Excess	21,780	0.500
Total	43,560	1.000

Agricultural Land Information

Description	Acres	CSR Points
Grade 3 - Missouri Soil Grade 3	1.000	645.00
Grade 4 - Missouri Soil Grade 4	32.500	13,162.50
Grade 5 - Missouri Soil Grade 5	8.000	1,528.00
Grade 6 - Missouri Soil Grade 6	37.200	5,468.40
Total Acres: 78.700	CSR Points: 20,803.90	Averaged Taxable CSR: 264.344

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
▼ Single-Family / Owner Occupied	1 Story Frame	1960	1,500
▼ Single-Family / Owner Occupied	1 Story Frame	1957	1,736

Agricultural Building Information

Building Type	Building Count	Year Built
▼ Barn - Pole	1	1960
▼ Lean-To	1	1960

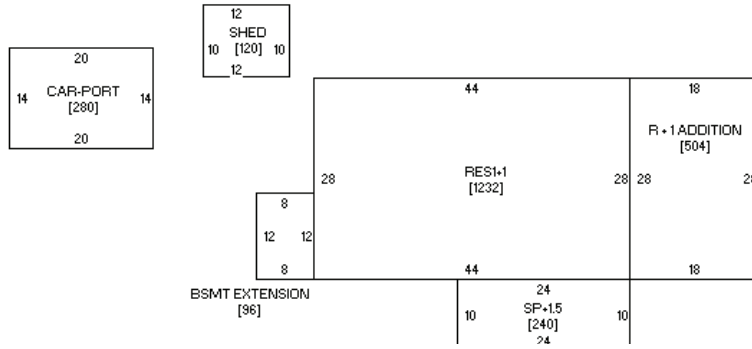
Yard Extra Information

Description	Item Count	Year Built
▼ CAR-PORT	1	2006
▼ Shed	1	1975
▼ Shed	1	1975
▼ UTIL	1	2004

Sale Information

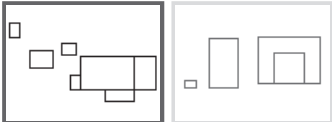
Sale Date	Recording
▼ 05/15/2024	5061/49
▼ 03/26/2024	5043/84
▼ 06/29/2021	4714/119
▼ 10/09/2018	4296/88

Sketch

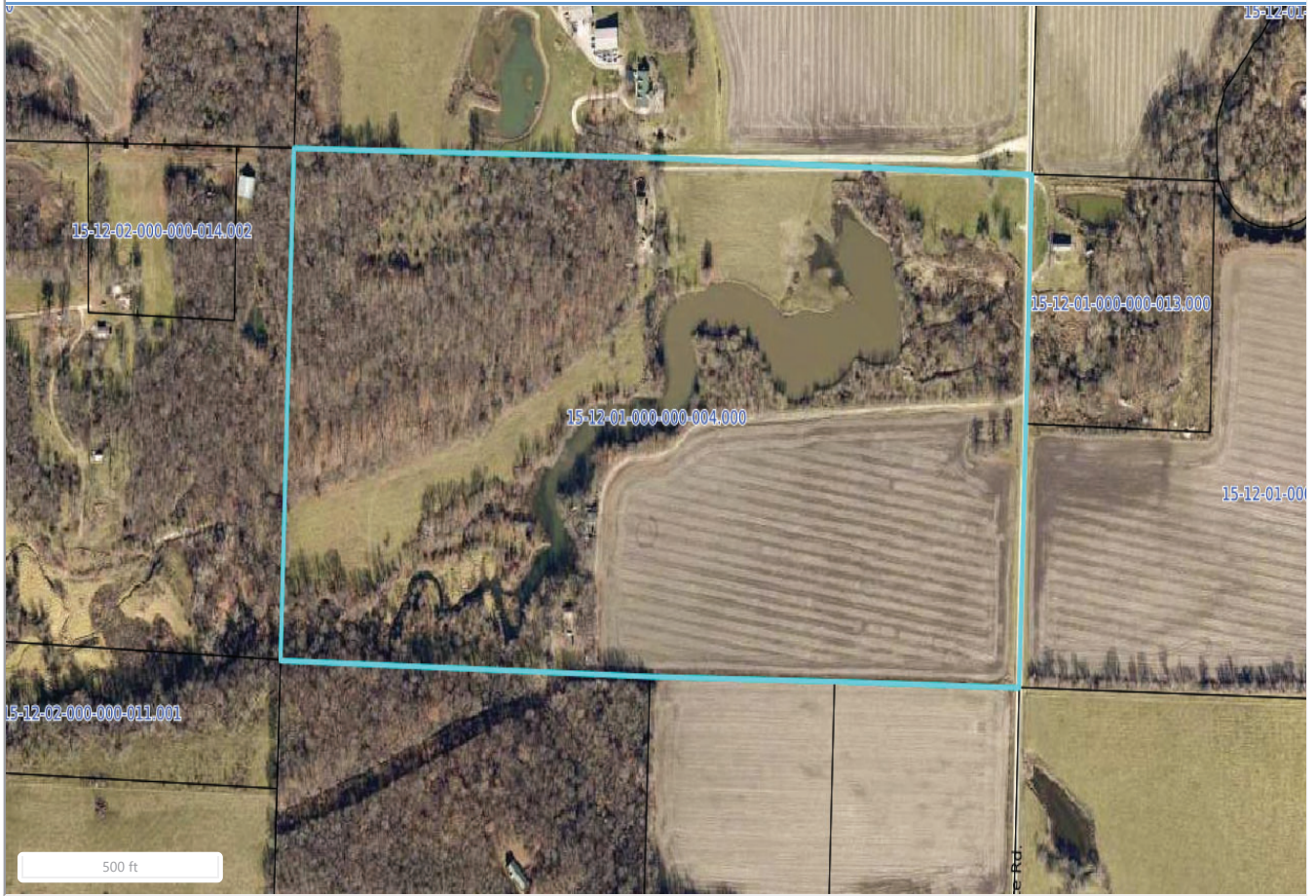


Sketch of Pin 15-12-01-000-000-004.000

1 / 2



GIS Map Information



Parcel Number: 15-12-01-000-000-014.000
Computer ID: 0609000
Deed Holder: HOWARD, MARION L & BRADLEY
Property Address: S LAKE ANNETTE RD
 FREEMAN, MO 64746-0000
Mailing Address: 26100 S LAKE ANNETTE RD
 FREEMAN, MO 64746-9795 USA
Class: AG LAND
Map Area: DOLAN NORTH EAST
Plat Map: 5061/49
Subdivision: NONE
Sec-Twp-Rng: 01-44-33
Lot-Block: -
Brief Legal Description: PT LOT 1 NE4 W OF RIV EXC N 660' OF W 660'
 THEREOF
(NOT TO BE USED ON LEGAL DOCUMENTS)

No image to display

Current Value Information

FULL MARKET	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$30,760	\$0	\$0	\$0	\$30,760
Building	\$0	\$0	\$0	\$0	\$0
Total	\$30,760	\$0	\$0	\$0	\$30,760
ASSESSED	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$3,690	\$0	\$0	\$0	\$3,690
Building	\$0	\$0	\$0	\$0	\$0
Total	\$3,690	\$0	\$0	\$0	\$3,690

Prior Year Value Information

2024 Appraised	Agricultural	Residential	Commercial\Other	Exempt	Total
Land Full Market	\$30,760	\$0	\$0	\$0	\$30,760
Building Full Market	\$0	\$0	\$0	\$0	\$0
Total Full Market	\$30,760	\$0	\$0	\$0	\$30,760
2023 Appraised	Agricultural	Residential	Commercial\Other	Exempt	Total
Land Full Market	\$30,760	\$0	\$0	\$0	\$30,760
Building Full Market	\$0	\$0	\$0	\$0	\$0
Total Full Market	\$30,760	\$0	\$0	\$0	\$30,760

▼ More Years...

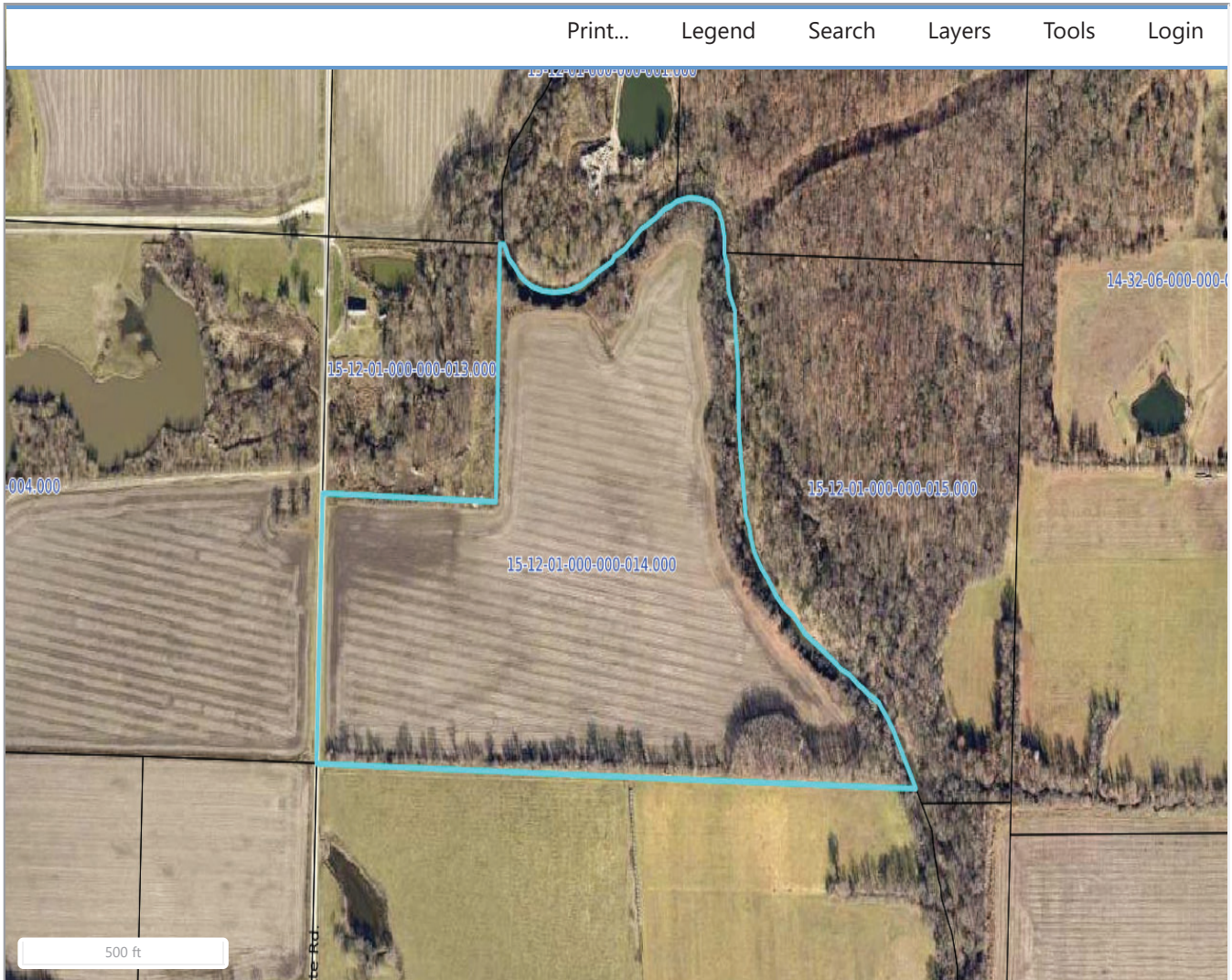
Agricultural Land Information

Description	Acres	CSR Points
Grade 6 - Missouri Soil Grade 6	3.000	441.00
Grade 3 - Missouri Soil Grade 3	47.000	30,315.00
Total Acres: 50.000		Averaged Taxable CSR: 615.120
	CSR Points: 30,756.00	

Sale Information

Sale Date	Recording
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GIS Map Information



CLOSING OFFICE

Coffelt Land Title, Inc.
14 S. Broadway, Louisburg, KS 66053
816-581-2223
Closer: Janelle Vergouven
Office email: Louisburg@coffeltlandtitle.com

September 25, 2024

COMMITMENT NO.: 24073539

LEGAL DESCRIPTION: Section 1, Township 44, Range 33
Lot 1 NW
Lot PT 1, NE4 W OF RIV EXC N 660' OF W 660' THEREOF

SELLER: Bradley Howard and Marion L. Howard
BUYER: TBD
PROPERTY ADDRESS: 261000 S. Lake Annette & 26120 Road, Freeman, MO 64746
S Lake Annette Road, Freeman, MO 64746

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.

Standard Residential Schedule of Fees

Seller/Cash Buyer Closing Fee	\$280.00
Standard Buyer Loan Closing Fee/Refinance	\$370.00
Loan Funding Fee	\$50.00
Closing Protection Letter	\$25.00 each buyer/seller (Missouri only)
Wire/Delivery Handling Fees	\$ split 50/50 buyer/seller
E-file Fee (Estimated)	\$10.50
Title Policy Costs	See Schedule A of Title Commitment
All other services	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 EXTRACONTRACTUAL 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, (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.

Coffelt Land Title Inc.

John J. Bastion, Title Manager

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic 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.

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; and
- 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.

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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 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 - Exceptions 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.

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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: Coffelt Land Title, Inc.
Issuing Office: 14 S. Broadway, Louisburg, KS 66053
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 24073539
Issuing Office File No.: 24073539
Property Address: 261000 S. Lake Annette & 26120 Road, Freeman, MO 64746
S Lake Annette Road, Freeman, MO 64746

**SCHEDULE A
COMMITMENT**

1. Commitment Date: September 16, 2024 at 08:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owners Policy (07/01/21)

Proposed Insured: TBD
Proposed Policy Amount: TBD
Premium: \$0.00
Title Services Fee: \$0.00

(b) 2021 ALTA Loan Policy (07/01/21)

Proposed Insured: TBD
Proposed Policy Amount: TBD
Premium: \$0.00
Title Services Fee: \$0.00

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:

Marian L. Howard aka Marion L. Howard and Bradley B. Howard aka Bradley Howard

5. The Land is described as follows:

Tract I

All of Lot 1 of the Northwest Quarter in Section 1, Township 44, Range 33, Cass County, Missouri, except that part in public road.

Tract II

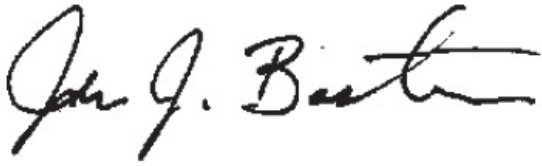
All that part of Lot 1 of the Northeast Quarter lying South and West of Grand River in Section 1, Township 44, Range 33, Cass County, Missouri, EXCEPT that part in public road, and further except the following described tract: The North 660 feet of the West Half of Lot 1 of the Northeast Quarter of Section 1, Township 44, Range 33, Cass County, Missouri.

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SCHEDULE A

(Continued)

Coffelt Land Title Inc.

A handwritten signature in black ink, appearing to read "John J. Bastion". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

John J. Bastion, Title Manager

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SCHEDULE B I 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 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.
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. **It is our understanding that Marian Lois Howard is deceased, that an estate administration is pending in Cass County, Missouri, in this regard, we require:**
 - (a) **Recording of a certified copy of the letters of administration issued to the personal representative;**
 - (b) **If the power of sale is pursuant to court orders authorizing, approving and confirming sale, we require recording of certified copies of said orders. If the power of sale is by will, we require recording of a certified copy of the will and the judgment admitting the will to probate. If the power is by independent administration, recording of the letters of independent administration will suffice.**
 - (c) **Recording of a deed from the personal representative to the applicant buyer(s). The deed should recite the court where the estate is pending in Missouri, the estate number, the appointment of the personal representative, the power of sale under either court orders, the decedent's will or independent administration, as the case may be; and the total sales price payable to the estate.**
7. The recording of a properly executed warranty deed from Bradley Howard and spouse, if any to TBD.

NOTE: Said deed needs to state that Marion L. Howard is also known as Marian L. Howard and also known as Marian Lois Howard.

8. **Payment and Release of record of the Deed of Trust executed by Bradley Howard and Sherri Howard, husband and wife and Marion L. Howard, a single person to Eric S. Blume, Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for NewRez LLC, the originating "Lender", its successors and/or assigns, dated 07/12/2023 and recorded 07/17/2023 as Document No. 736938 in Book 4976 at Page 137, securing a note in the original amount of \$335,775.00.**

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SCHEDULE B I

(Continued)

For Informational Purposes Only Regarding Taxes

Tract I:

Property Address: 26100 S Lake Annette & 26120 Rd, Freeman, MO

Tax I.D. No.: 609100

2023 St./Co./Ci. Real Estate Tax: \$2,697.34 (Paid)

2023 Assessed Value: \$36,290.00

2023 Mill Levy: .0743272

2022 and prior are paid

Tract II:

Property Address: 0 S Lake Annette Rd, Freeman, MO

Tax I.D. No.: 609000

2023 St./Co./Ci. Real Estate Tax: \$274.27 (Paid)

2023 Assessed Value: \$3,690.00

2023 Mill Levy: .074327

2022 and prior are paid

For Informational Purposes Only Regarding 24 Month Chain of Title

Warranty Deed executed by Marian L. Howard, a single person to Marian L. Howard, a single person and Bradley Howard a/k/a Bradley B. Howard and Sherri Howard, husband and wife, as Joint Tenants with Right of Survivorship filed 10/09/2018 as Document No. 634343 in Book 4296 at Page 88.

Quitclaim Deed executed by Bradley Howard also known as Bradley B. Howard and Sherri Howard, husband and wife and Marian L. Howard, a single person to Bradley Howard and Sherri Howard, husband and wife and Marion L. Howard, a single person filed 07/08/2021 as Document No. 695480 in Book 4714 at Page 119.

Quit Claim Deed executed by Sherri Howard to Bradley Howard filed 04/02/2024 as Document No. 747511 in Book 5043 at Page 84.

Quit Claim Deed executed by Sherri Howard, a single person to Bradley Howard, a single person filed 05/31/2024 as Document No. 750118 in Book 5061 at Page 49.

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy No.: 24073539

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.

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 2024 and thereafter, none now due and payable.
3. Special Assessments, if any, due or pending to the City of Freeman.
4. Right of Way Easement granted to H. F. Sinclair as set forth in instrument filed 04/07/1917 in Book 227 at Page 108, over a portion of the premises described herein.
5. Right of Way Easements granted to Phillips Pipeline Company as set forth in instruments filed 03/25/1931 in Book 292 at Pages 16, 17 and 19, over a portion of the premises described herein.
6. The premises herein described may lie within the boundaries of Public Water Supply District No. 7 as shown by decree recorded 07/05/1972 as Indenture 154, and may be subject to assessment by reason thereof.
7. The subject property may be located within the boundaries of Dolan and West Dolan Fire Protection District, as set forth in the instrument recorded 08/13/1987 in Book 1004 at Page 291, and may be subject to assessments by reason thereof.

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SCHEDULE B - PART II

(Continued)

8. Terms and provisions of the Oil and Gas Lease granted to L&B Leasing, Inc., recorded 9/16/1980 in Book 780 at Page 99, and assigned by the instruments recorded 11/4/1980 in Indenture Book 258 at Page 224, 3/24/1981 in Book 788 at Page 161 and 7/23/1981 in Indenture Book 271 at Page 181.
9. Right of Way Easement granted to Public Water Supply District No. 7 as set forth in instrument filed 04/26/1982, under in Book 816 at Page 101, over a portion of the premises described herein.
10. Right of Way Easement granted to AKAWA Natural Gas, LLC as set forth in instrument filed 01/09/2003 in Book 2215 at Page 56, over a portion of the premises described herein.
11. Terms and provisions of the Oil and Gas Lease granted to Osborn Energy, L.L.C., recorded 1/9/2003 in Book 2215 at Page 57.
12. The following matters regarding the watercourse known as Grand River are hereby excepted:
 - a. Any past or future change in the bed or banks of said watercourse which forms a boundary of the land.
 - b. Any dispute arising over the location of the old bed or banks of said watercourse.
 - c. Any variance between the boundary line of said watercourse as originally conveyed and the current boundary thereof as now located, used or occupied.
 - d. Rights of upper and/or lower riparian owners in and to the free and unobstructed flow of water of said watercourse, and other riparian rights, whether or not shown by the public records, such as fishing, boating, swimming or other similar activity.
 - e. Riparian water rights are not insured.
13. Liens or financing statements, if any, affecting crops growing or to be grown on the land.

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COFFELT LAND TITLE, INC.

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Coffelt Land Title, Inc. .

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ATTENTION!!!!!!!

DON'T BECOME A VICTIM OF WIRE FRAUD.

Call Your Closer!

**DO NOT WIRE FUNDS
WITHOUT VOICE VERIFYING
WIRING INSTRUCTIONS WITH
YOUR CLOSER**

Wire Fraud, Email Spoofing and Phishing Schemes are at an all-time high. To protect yourself and/or your clients, please make sure that any wiring instructions you receive are authentic, regardless how legitimate they look. These fraudsters are very talented in generating emails which look very similar to or identical to those you might receive from your closer.

Thank you for choosing Coffelt Land Title, Inc. and for helping us to protect your funds.



AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 14th day of November 2024, by and between Marian Lois Howard Estate, Mark J Howard Personal Representative whose address is 617 Valley Dr., Plattsburg, MO 64477 and Bradley B Howard (ASP) whose address is 26100 Lake Annette Rd., Freeman, MO 64746 (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 **26100 Lake Annette Rd., Freeman, MO 64746** and further described as follows:

Legal Description: Subject to Tracts purchased at Auction

(AUCTION TRACT 1) is described as "Tract B" on the survey and is 39.21+/- acres. (AUCTION TRACT 2) is described as "Tract A" on the survey and is 39.21+/- acres. Auction Tracts 1 & 2 are located in part of Lot 1 of the NW/4 of Sec. 1-44N-33W.

(AUCTION TRACT 3) is described as "Tract D" on the survey and is 20.60+/- acres. (AUCTION TRACT 4) is described as "Tract C" on the survey and is 20.60+/- acres. Auction Tracts 3 & 4 are located in part of Lot 1 of the NE/4 of Sec. 1-44N-33W, Cass Co, Missouri. (Full legal descriptions to be provided by Title Company).

2. High Bid Price	\$ _____
Buyer's Premium (8%)	\$ _____
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 for **Tract 1** shall be on or by **Thursday, December 12th, 2024**. Closing for **Tracts 2, 3, and 4** shall be on or by **Thursday, January 9th, 2025**. Closing shall take place at **Coffelt Land Title - Harrisonville, 401 S. Lexington, Harrisonville, MO 64701**. Their email is **hvclosings@coffeltlandtitle.com**, phone number is **(816) 380-3441**. 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 the last day of the year of closing 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, 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 for **Tract 1** on or before **Thursday, December 12th, 2024**. Closing for **Tracts 2, 3, and 4** shall be on or before **Thursday, January 9th, 2025**. 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 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, 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.

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, subject to the possession terms as follows:

- Possession of the main residence on Tract 1 will be transferred to the Buyer at closing, subject to the Seller's right to rent the home for a period of (30 days) following the date of closing, and at a rental payment in the amount of \$1,200.00, made payable to the Buyer. This rental period will allow the Seller sufficient time to move and vacate the property. Any subsequent rental arrangement made after the initial (30 days) shall be created between the Buyer and Seller, and is not part of the sale.
- The rental home on Tract 2 will be sold with a tenant in the home, which is currently paying \$525.00 per month.