



**Gilworth
Real Estate
and Auction**



Auction Information

90 Acres +/-

Nodaway County, MO

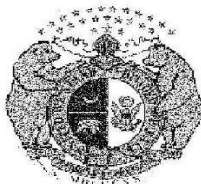
National Marketing, Local Expertise®

|Contents



Broker Disclosure	Page 3
Bidder Agreement	Page 5
Property Description	Page 9
Maps	Page 10
CRP Information	Page 12
CRP Buyout Information	Page 16
Example Sale Contract	Page 18

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

United Country Gilworth Real Estate and Auction
2020 Main Street
Unionville, MO 63565

Prescribed by the Missouri Real Estate Commission as of January, 2005. This additional format prescribed October 2007.

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

test



National Marketing, Local Expertise®

Online Auction Bidders Agreement

Bidder#

RE: UNITED COUNTRY GILWORTH REAL ESTATE AND AUCTION Norris Land Auction (Nodaway County, MO)

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 OR BIDDING.

I _____ (Bidder aka Buyer) agree to immediately sign and enter into the Real Estate Auction Purchase Agreement, if I am declared the high bidder (winning bidder) by the auctioneer for the following auction:

Norris Land Auction 90 acres, Nodaway County, Missouri – offered as follows:

- Single tract-90 acres +/-

Bidding Open & Close Dates/Times:

ONLINE BIDDING OPEN: Thursday, December 7th, 2023

ONLINE BIDDING CLOSE: Thursday, December, 14th, 2023 @ 1:00 P.M.

IMPORTANT MESSAGE TO BIDDERS: After registering for a HiBid account, bidders will also have to register for this specific auction event and sign the Bidder Registration prior to their bidding accounts being activated. Bidders waiting until the last day of auction to register stand the risk of missing out on this event. Please make sure your bidding account is activated early.

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement, the Terms and Conditions of this auction and the Real Estate Auction Purchase Agreement, Plat Maps, Legal Descriptions, and anything else provided.

I fully understand and agree that this Online Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. I acknowledge and understand that Seller may require proof of funds, a bank letter of credit, or additional pre-qualification of me as a bidder. As a bidder, it is solely my responsibility to contact the auction company with any questions regarding the auction, the Online Auction Bidder's Agreement, the Real Estate Auction Purchase Agreement, the Terms & Conditions, Plat Maps, Surveys, Legal Descriptions for each tract, additional documentation and/or pre-qualifications prior to being accepted as a bidder, and prior to placing any bids in said auction.



National Marketing, Local Expertise®

Online Auction Terms & Conditions

- 1) **Seller's Confirmation:** The properties are being offered in an Online Only Auction, with all bids subject to approval and Acceptance by Seller.
- 2) **Auction Bidding Registration:** Online bidder hereby acknowledges 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 ZipForm. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Jalynn Shafer 660-947-7738**, jalynn@gilworthrealestate.com or **Ced Gilworth 660-626-8445**, cedgilworth@gilworthrealestate.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, unless extended by Seller.
- 4) **Property Preview:** The property can be previewed by personal inspection by contacting the auction manager: **Ced Gilworth at 660-626-8445** or cedgilworth@gilworthrealestate.com. Property previews are encouraged prior to placing a bid in the auction. There may be livestock in a pasture, so please keep all the gates closed while inspecting. Please do not drive on any crops that may be present. Direct all questions to the auction company.
- 5) **No Financing Contingency:** By participating in this auction, the bidder hereby agrees 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 and understand that financing is NOT a contingency in the purchase agreement.
- 6) **Purchase Contract:** Upon the close of the auction the winning bidder will be forwarded (via email) the Real Estate Auction Purchase Agreement. The winning bidder hereby agrees to sign and enter into the Real Estate Auction Purchase Agreement immediately following the close of the auction. A copy of said contract executed by the winning bidder must be received by the Auction Company within 24 hours from the time said Contract was sent to the winning bidder. The Real Estate Auction Purchase Agreement may be hand delivered, electronically signed, or scanned and emailed back to the Auction Company (unaltered). A copy of the Real Estate Auction Purchase Agreement is available for review prior to placing any bids in the auction.
- 7) **Down Payment/Earnest Deposit:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price (in U.S. Currency) will be wire transferred or hand delivered in the form of certified funds to the Title Company on the earlier of; a) no later than 24 hours following the Buyer's execution of the Real Estate Auction Purchase Agreement, or b) within 48 hours of the auction closing. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 8) **Closing:** Closing shall be on **December 21st, 2023**, or within (10) days after all title requirements (if any) are satisfied, or within (10) days after Buyer passes title without requirements or fails to make title requirements within the time allowed. Closing shall take place at the office of **Nodaway County Abstract Company, 501 North Market Street, Maryville, MO 64468, 660-582-2332**. Buyers will be afforded the opportunity to close absentee, via email, mail and wire transfer of certified funds.
- 9) **Easements:** The sale of the property is subject to easements, rights of way, and unreleased oil and gas leases of records.

- 10) **Minerals:** All tracts are being offered surface only, and no mineral rights are being sold or transferred.
- 11) **Surveys:** If Buyer desires survey(s), it shall be at the Buyer's sole cost and shall not delay Closing.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 13) **Title:** Title to the Property will be conveyed by a Warranty Deed in a form acceptable to Seller. Seller shall provide Buyer with a Commitment for Title Insurance (the "Commitment") issued by the Title Company showing merchantable title in Seller to the Property, subject however to Standard Policy Exceptions stated in the Commitment, instruments filed of record, easements of record, and visible easements.
- 14) **Closing Costs:** All Closing costs, including initial abstract assembly, update, certification, closing/escrow fees, deed preparation, recording fees and Title Insurance issued by the Closing Agent will be divided equally between Seller and Buyer.
- 15) **Taxes:** The current year's real estate taxes shall be prorated to the date of closing. Current year taxes, if unobtainable, will be based on the latest available tax rate and assessed valuation. The Seller will pay all special assessments which have matured prior to the Closing Date.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against the Auctioneer(s), the Broker(s) of record, or the Seller, if the Internet service fails to work correctly before, during, or after 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 or extend the online auction bidding in the event of any internal or external technology failure, or other issues 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 shown on maps, photographs, videos, and other documents or marketing representation are approximate. Bidders should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to the property (except warranty of title as set forth above). Real estate is being sold "AS IS, WHERE IS". Please make all inspections and have financing arranged prior to 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 the end of 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). The sellers and the auctioneers are NOT developers and make no representations, warranties, or guarantees as to the process or approval of future use for any properties offered for sale. Buyers are required to perform their own due diligence to satisfy themselves on intended uses prior to bidding.

Signature Page

Print Buyer Name, Buyer Signature, Date

Buyer Address City, State, Zip

Buyer Email & Phone Number

Auction Company - United Country Gilworth Real Estate and Auction

Ced Gilworth, Broker: 660-626-8445

cedgilworth@gilworthrealestate.com

Nathan Wilt, Agent: 573-248-4406

nathanwilt@gilworthrealestate.com

Jalynn Shafer, Office Manager/Agent: 660-988-1279

jalynnngilworth@gilworthrealestate.com

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY PRIOR TO SIGNING.

Tract 1 - 90 Acres +/-

Farm for sale in North Missouri. North Missouri is known for Whitetail deer hunting and Spring Turkey hunting. Up for auction in Nodaway County, MO, 90 acre of land, consisting of CRP program, and the balance in timber.

Details:

- Access is from the North off of Hwy D, then South on the county road to property.
- CRP Contract showing 61.59 acres.
- Rent per acre on CRP: \$181.74
- CRP Income: \$11,193.00
- CRP contract EXPIRES on 09/30/2031

Prior to the CRP contract there was some terrace work completed. The heirs are not aware of any logging that has been done in the last 40 years.

Scheduled Viewings: November 28th, 2023 11:00 a.m. to 4:00 p.m.

December 7th, 2023 11:00 a.m. to 4:00 p.m.

- 10% down payment on completion of auction and contract. Balance Due at closing.
- Close December 21st, 2023.
- CRP to be transferred and accepted by the buyer.
- 2023 CRP income will be retained by the seller.
- 2023 Hunting lease ends Dec 31, 2023, and the 2023 income will be retained by the seller.
- No survey will be completed prior to or after the sale by the Seller. Buyer is purchasing Parcel # 81101000004000 and Parcel #81101000010000
- See additional terms and conditions on the website.



Boundary 90.58 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
20016	Gara loam, dissected till plain, 14 to 18 percent slopes, eroded	45.1	49.79	0	70	6e
20015	Ladoga silt loam, dissected till plain, 5 to 9 percent slopes, eroded	15.1	16.67	0	75	3e
13539	Kennebec silt loam, 0 to 2 percent slopes, frequently flooded	13.45	14.85	0	71	3w
26001	Dockery-Quiver silt loams, 0 to 2 percent slopes, occasionally flooded	8.12	8.96	0	94	2w
13626	Nodaway silt loam, 1 to 3 percent slopes, occasionally flooded	6.11	6.75	0	81	2w
20006	Sharpsburg silty clay loam, 2 to 5 percent slopes	2.54	2.8	0	91	2e
13611	Colo silty clay loam, deep loess, 0 to 2 percent slopes, occasionally flooded	0.16	0.18	0	81	2w
TOTALS		90.58(*)	100%	-	74.48	4.31

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

MISSOURI
NODAWAY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 9106

Prepared : 10/26/23 12:31 PM CST

Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : TERRY NORRIS
CRP Contract Number(s) : 11419A
Recon ID : 29-147-2022-30
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
92.67	61.59	61.59	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	0.00	0.00			61.59	0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	0.00	0.70	0	
Corn	0.00	39.00	0	
Soybeans	0.00	18.50	0	
TOTAL	0.00	58.20		

NOTES

Tract Number : 7980

Description : F-1 S1-T66-R37 M60005
FSA Physical Location : MISSOURI/NODAWAY
ANSI Physical Location : MISSOURI/NODAWAY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : TERRY NORRIS
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
92.67	61.59	61.59	0.00	0.00	0.00	0.00	0.0

MISSOURI
NODAWAY
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 9106
Prepared : 10/26/23 12:31 PM CST
Crop Year : 2024

Tract 7980 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	61.59	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.00	0.70	0
Corn	0.00	39.00	0
Soybeans	0.00	18.50	0
TOTAL	0.00	58.20	

NOTES

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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation

Page 1 of 1

CONSERVATION RESERVE PROGRAM CONTRACT

1. ST. & CO. CODE & ADMIN. LOCATION
29 147

2. SIGN-UP NUMBER
55

3. CONTRACT NUMBER
11419A

4. ACRES FOR ENROLLMENT
61.59

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)
NODAWAY COUNTY FARM SERVICE AGENCY
502 W SO HILLS DR STE 104
MARYVILLE, MO64468-3661

6. TRACT NUMBER
7980

7. CONTRACT PERIOD
FROM: (MM-DD-YYYY) 10-01-2021 TO: (MM-DD-YYYY) 09-30-2031

8. SIGNUP TYPE:
HEL Missouri

5B. COUNTY FSA OFFICE PHONE NUMBER
(Include Area Code): (660) 582-7423

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 181.74

9B. Annual Contract Payment \$ 11,193.00

9C. First Year Payment \$

(Item 9C is applicable only when the first year payment is prorated.)

10. Identification of CRP Land (See Page 2 for additional space)

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
7980	0004	CP1	7.99	\$ 799.00
7980	0008	CP1	35.67	\$ 3,567.00
7980	0009	CP1	17.93	\$ 1,793.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
TERRY NORRIS 7887 SE JEB LN LAWSON, MO64062-7319	100.00 %	<i>Terry Norris</i>	POA	4-18-22
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE
Ryan K. [Signature]

B. DATE (MM-DD-YYYY)
04-18-2022

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

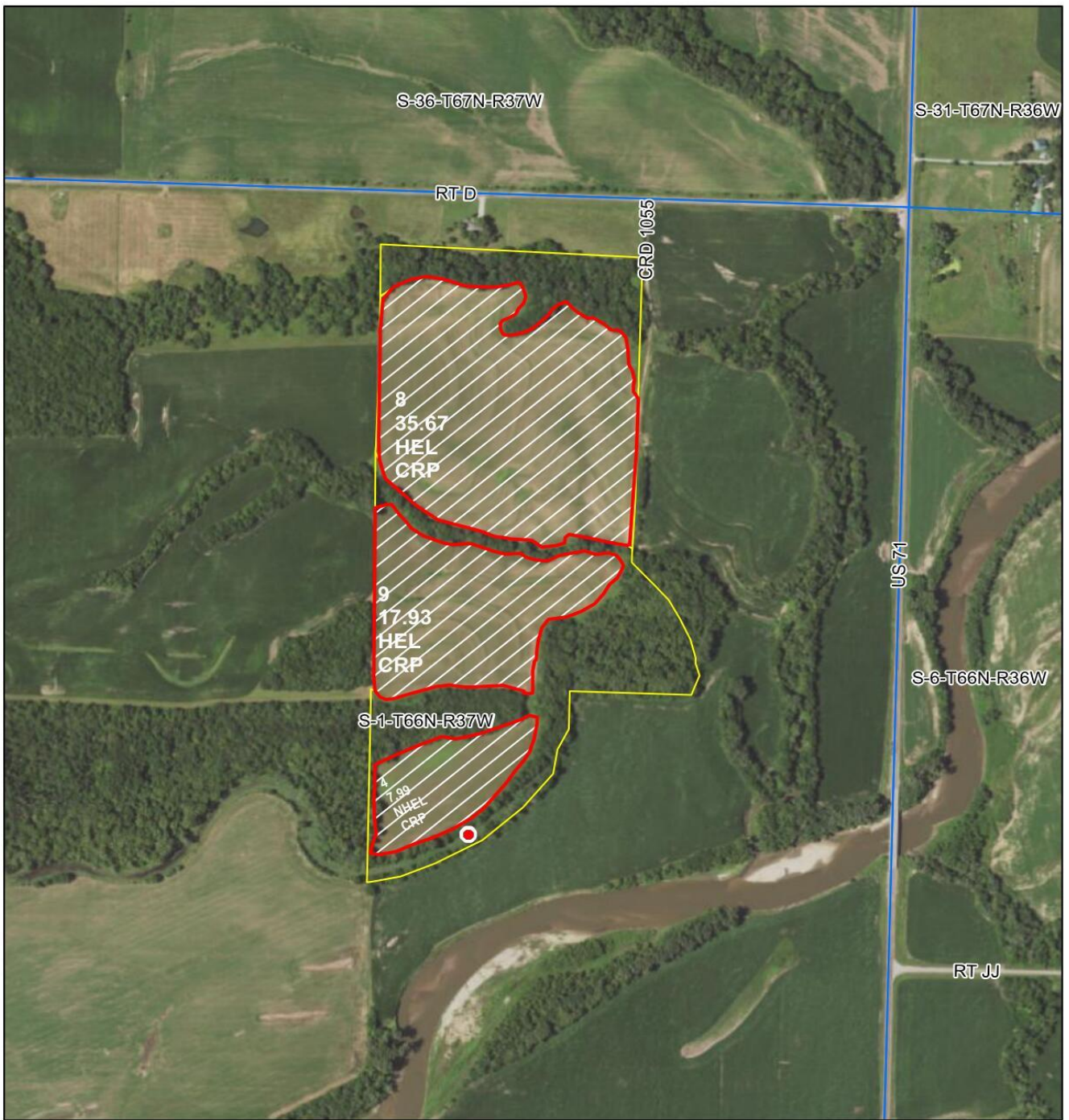
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the 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) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Ownership Change

Date Printed: 04/06/2022



National Marketing, Local Expertise®



**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.

Nodaway Co. FSA

All Crop Non Irrigated Unless Notated
C= Corn Yel GR; CW= Corn Whe GR
SB= Soybn Com GR
HRW= Wht HRW GR; SRW= Wht SRW GR
H=MIXFG IGS FG; P= MIXFG IGS GZ
FG= MIXFG LGM FG
FTA= Grass FTA GZ; LS= Grass FTA LS
AGM= MIXFG AGM FG; ALF=ALFAL FD
*Unless notated on Map

1 inch equals 660 feet

Program Year: 2024

Created: 10/18/2023

Flown: 2022-7-10



- clu
- crp
- plss

**Farm 9106
Tract 7980**

CRP REFUND WORKSHEET

Only yellow cells & partial payment are fillable.

Producer Name: Terry Norris
 Contract #: 11419A Farm #: 8515 Tract #: 7980
 Refund Acres: 61.59 X Per Acre Rental Rate: \$181.74 = \$ 11,193.00
 Refund Date: 11/15/2023

LIQUIDATED DAMAGES

Refund Acres: 61.59 X Rental Rate: \$182.00 X Penalty Rate: 25% = Liquidated Damage: \$ 2,802.35

ANNUAL PAYMENTS, PLUS INTEREST

Partial Payment Only.				Partial payment on ORIGINAL CONTRACT:			
Amount of Acres on ORIGINAL CONTRACT: =							
Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Number of Days In Year	Principal Due	Interest Rate (See 50-FI Ex 7)	=	Interest Due
Partial Payment	--	=			X	#N/A	=
Year 1	11/15/2023	--	400	/365 X \$11,193	X 3.625%	=	\$444.65
Year 2	11/15/2023	--	36	/365 X \$11,193	X 5.375%	=	\$59.34
Year 3	--	--		/365 X	X #N/A	=	
Year 4	--	--		/365 X	X #N/A	=	
Year 5	--	--		/365 X	X #N/A	=	
Year 6	--	--		/365 X	X #N/A	=	
Year 7	--	--		/365 X	X #N/A	=	
Year 8	--	--		/365 X	X #N/A	=	
Year 9	--	--		/365 X	X #N/A	=	
Year 10	--	--		/365 X	X #N/A	=	
Year 11	--	--		/365 X	X #N/A	=	
Year 12	--	--		/365 X	X #N/A	=	
Year 13	--	--		/365 X	X #N/A	=	
Year 14	--	--		/365 X	X #N/A	=	
Year 15	--	--		/365 X	X #N/A	=	
Will a Prorated Payment Be Made to a Prior Owner?		Yes No		Amount Prior Owner Will Receive			
Total Principal: \$22,386.00		Total Interest: \$503.99		Total Principal + Interest: \$22,889.99			

SIGNING INCENTIVE PAYMENT

Total SIP Paid on ORIGINAL CONTRACT /	Total Acres Paid on ORIGINAL CONTRACT	= SIP Paid per ac.	Refund Acres X SIP Paid Per Acre	=	Principal Due
\$11,193.00	61.59	= \$181.73	61.59 \$181.73	=	\$ 11,193.00
Issue Date (MM/DD/YYYY)	Days		Principal Due	Interest Rate (See 50-FI Ex 7)	= Interest Due
11/15/2023 - 9/21/2021	= 785		/365 X \$11,193.00	X 0.125%	\$30.09
Total Principal: \$11,193.00		Total Interest: \$30.09		Total Principal + Interest: \$11,223.09	

PRACTICE INCENTIVE PAYMENT

Total PIP Paid on ORIGINAL CONTRACT /	Total Acres Paid on ORIGINAL CONTRACT	= PIP Paid per ac.	Refund Acres X PIP Paid Per Acre	=	Principal Due
\$2,128.00	61.59	= \$34.55	61.59 \$34.55	=	\$ 2,128.00
Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due	Interest Rate (See 50-FI Ex 7)	= Interest Due
11/15/2023 - 7/20/2022	= 483		/365 X \$2,128.00	X 2.375%	\$66.88
Total Principal: \$2,128.00		Total Interest: \$66.88		Total Principal + Interest: \$2,194.88	
Total PIP Paid on ORIGINAL CONTRACT /	Total Acres Paid on ORIGINAL CONTRACT	= PIP Paid per ac.	Refund Acres X PIP Paid Per Acre	=	Principal Due
	61.59	=	61.59	=	
Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due	Interest Rate (See 50-FI Ex 7)	= Interest Due
-	=		/365 X	X #N/A	
Total Principal:		Total Interest:		Total Principal + Interest: \$0.00	

COST SHARE PAYMENTS, PLUS INTEREST



National Marketing, Local Expertise®

COST SHARE PAYMENTS, PLUS INTEREST

Cost Share Payment 1	Cost Share Amount Paid	<u>ORIGINAL CONTRACT</u> Acres	= C/S Paid per ac.	Refund Acres	X C/S Paid Per Acre	=	Principal Due
	\$2,661.00	61.59	=	\$43.21	61.59	\$43.21	\$ 2,661.00
	Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due		Interest Rate (See 50-FI Ex 7)	Interest Due
	11/15/2023	7/20/2022	= 483	/365 X	\$ 2,661	X 2.375%	\$83.63
Total Principal:		\$ 2,661.00		Total Interest:		\$83.63	
				Total Principal + Interest:		\$2,744.63	
Cost Share Payment 2	Cost Share Amount Paid	<u>ORIGINAL CONTRACT</u> Acres	= C/S Paid per ac.	Refund Acres	X C/S Paid Per Acre	=	Principal Due
			=	61.59			
	Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due		Interest Rate (See 50-FI Ex 7)	Interest Due
	-		=	/365 X		X #N/A	
Total Principal:				Total Interest:			
				Total Principal + Interest:			
Cost Share Payment 3	Cost Share Amount Paid	<u>ORIGINAL CONTRACT</u> Acres	= C/S Paid per ac.	Refund Acres	X C/S Paid Per Acre	=	Principal Due
			=	61.59			
	Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due		Interest Rate (See 50-FI Ex 7)	Interest Due
	-		=	/365 X		X #N/A	
Total Principal:				Total Interest:			
				Total Principal + Interest:			
Cost Share Payment 4	Cost Share Amount Paid	<u>ORIGINAL CONTRACT</u> Acres	= C/S Paid per ac.	Refund Acres	X C/S Paid Per Acre	=	Principal Due
			=	61.59			
	Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due		Interest Rate (See 50-FI Ex 7)	Interest Due
	-		=	/365 X		X #N/A	
Total Principal:				Total Interest:			
				Total Principal + Interest:			
Cost Share Payment 5	Cost Share Amount Paid	<u>ORIGINAL CONTRACT</u> Acres	= C/S Paid per ac.	Refund Acres	X C/S Paid Per Acre	=	Principal Due
			=	61.59			
	Refund Date (MM/DD/YYYY)	Issue Date (MM/DD/YYYY)	Days	Principal Due		Interest Rate (See 50-FI Ex 7)	Interest Due
	-		=	/365 X		X #N/A	
Total Principal:				Total Interest:			
				Total Principal + Interest:			
Total Cost Share Principal:		\$2,661.00		Total Cost Share Interest:		\$83.63	
				Total Principal + Interest:		\$2,744.63	

REFUND SUMMARY
RECEIVABLE CODES WHEN MANUAL RECEIVABLES ARE REQUIRED

Liquidated Damages:	\$2,802.35	XXCRLIDA
Annual Payments, Plus Interest:	\$22,889.99	XXWECRPAR + Interest 2012 AND prior year annual CRP payments - Whole and Partial 2013 and forward annual CRP payments Partially terminated contracts
Cost Share, Plus Interest:	\$2,744.63	XXAUTOCRPCS + Interest Cost share paid on AD-245
SIP, Plus Interest:	\$11,223.09	XXECPINCENTIV + Interest 2012 and prior
PIP, Plus Interest:	\$2,194.88	XXECPINCENTIV + Interest 2012 and prior
TOTAL DUE:	\$41,854.94	Approve: _____ Second Party: _____

Vacant Land Sale Contract

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

This Vacant Land Sale Contract ("**Contract**") is made by and between:

(“**Buyer**”) and the undersigned “**Seller.**”

1. PROPERTY.

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

1	66N	37W	0 State Highway D	Clearmont	MO	64431	Nodaway
Section	Township	Range	Street Address	City		Zip Code	County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the **"Property"**.

2. INCLUSIONS AND EXCLUSIONS.

The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. *Note: This Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.*

The following items are also **included** in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):

The following items are **excluded** from the sale (e.g., list any items reserved, leased or otherwise retained by Seller such as satellite dish equipment):

3. PURCHASE PRICE/EARNEST MONEY.

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

The "Seller Concessions" (if any) to be credited by Seller at Closing (see 10) \$0 if none selected \$

The "Earnest Money" to be applied to Purchase Price at Closing is *(if applicable, check one below)* \$

☐ has been provided (recipient to complete "Receipt & Acknowledgment" following this Contract)

☒ shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

All Earnest Money shall be delivered to Nodeaway Limited ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate Rider, such as MSC-101R (Earnest Money Rider). See also §8 below.

Escrow Agent shall convert its deposit of ~~_____~~ Earned Money upon request by any party, and may retain any interest earned thereon.

Buyer shall pay the balance of the Purchase Price by any form of funds acceptable to Closing Agent ("**Funds**"), at Closing.

4. CLOSING

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "**Closing**") at the office of (the Title Company

identified at §6 unless otherwise specified) **Nodaway County Abstract** ("Closing Agent") at

Marvyn, MO on December 21st, 2023 (the "Closing Date").

Species Location Month Day

Possession and all keys will be delivered to Buyer at Closing. **Note: Attach a rider if possession is to be transferred other than as**

of Closing: See e.g., RES-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

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

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

5. APPRAISAL/FINANCING. (Check all applicable boxes)

Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at the Purchase Price, Buyer should check box A and complete the following.

☐ **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than _____ days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within _____ days (5 if none stated).

LND-2000

United Country Gilworth Real Estate, 2020 Main St Unionville MO 63565
Ced Gilworth Produced with Lone Wolf T

Phone: 6606268445

Fax: 6609477738

Page 1 of 8

Yarbrough Auction

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



National Marketing, Local Expertise®

after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

☒ **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.
☐ **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.
☐ **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is _____ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____
Initial interest rate not to exceed: _____ % Amortization term _____ years.

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____
Other terms (N/A if blank): _____

Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

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

Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

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

☐ **A.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA Owner's Policy of title insurance in the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

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

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

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

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

Buyer, at its sole option, expense and liability, may obtain a Survey of the Property ("Survey") to confirm its legal description and determine if there are any defects, encroachments, or other boundary line or acreage discrepancies, or other adverse matters that may be disclosed. **Note:** All surveys are for informational purposes only. Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage. MSC-250N (Survey/Elevation Certificate Order Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same.

Buyer has _____ days (25 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with respect to subdivision matters) use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to in the Survey and/or the Title Commitment; provided, however, that if box 6D is checked, then Buyer has _____ days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

If Buyer timely delivers its Objections, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has _____ days (10 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of such Objections. **Note:** If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any of them.

If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

LND-2000

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Page 2 of 8
Yarbrough

B. Property Data. Within 0 days (5 if none stated) after the Effective Date (the "Property Data Review Period"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants, declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the Property is a part; taxes; school district; square footage of improvements; and the presence of registered sex offenders or other convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note:** MSC-2049N (Property Data Review Termination Notice) may be used for this purpose. Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

C. Inspection Reports. Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage; **Note:** The availability of insurance must also be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance, and the possibility that premiums may increase over the amount previously charged for insurance coverage(s).

D. Inspection Notice. Buyer must furnish a complete copy of the relevant written inspection report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "Inspection Notice", See MSC-2050N), within 0 days (10 if none stated) after the Effective Date (the "Inspection Period"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "Specialist Report"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional 0 days (5 if none stated) to provide the Inspection Notice. **Note:** MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer and a copy of all relevant inspection report(s)/Specialist Report(s). Buyer may not object to anything that is not in an inspection report or Specialist Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions.

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

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

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

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

WAIVER OF inspection rights (only applies if the following box is checked):

☐ (Check Box only if applicable) Buyer waives its right to object to any Property Data or to submit an Inspection Notice with respect to any matter described in this §7.

E. Resolution Period. If this Contract is not terminated as provided above, the parties shall have 0 days (10 if none stated) after Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements timely submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.

F. Municipal, Governmental Inspections. Seller agrees to apply for any required occupancy compliance inspection, including those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If the Property does not pass such inspections, Seller must provide Notice to Buyer within 0 days (15 if none stated) after the Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to provide timely Notice eliminates Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters, Buyer and Seller have 0 days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to accept the Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for the purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit. Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.

G. Broker Role. Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in §25 below, collectively, the "Brokers") may be present during any inspection of the Property and "walk-through." Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,

LND-2000

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Page 3 of 8
Yarbrough

title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. **Note:** Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.

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

8. DISPOSITION OF EARNEST MONEY AND ESCROW ITEMS.

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

9. LOSS; CONDEMNATION.

Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall promptly and necessarily arrange for replacement, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property, or any part thereof, or all or any part of the Property is destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer (as the case may be), the policy limits and (if known) the amount of proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its prior condition as of the effective date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. **Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.**

If the Property is to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (to authorize that it be made available), the name and number of the agent for each policy and a written authorization (provided) to Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to any physical damage to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.**

Buyer shall pay for (where applicable):

- (a) hazard insurance premium(s) from and after Closing;
- (b) flood insurance premium if required by lender;
- (c) fees for any Survey or appraisal ordered by or for Buyer;

- (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the County where the Property is located;
- (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses);
- (f) any inspections ordered by or for Buyer;
- (g) special taxes, subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;
- (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);
- (i) agreed upon repairs;
- (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees (; and
- (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

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

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

- (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted
- (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- (c) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing
- (d) any installments of Special Assessments becoming due and payable during the calendar year of Closing
- (e) subdivision upkeep assessments and monthly association fee;
- (f) flat rate utility charges (including water, sewer and trash); and
- (g) boat dock fees.

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

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.

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

12. ENTIRE AGREEMENT/MODIFICATION.

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

13. DEFAULT/REMEDIES.

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

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's

release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

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

14. PREVAILING PARTY.

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

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

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

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

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

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

16. WALK-THROUGH/VERIFICATION OF CONDITION.

Buyer, its representatives and any inspector whose report provided a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is for the purpose of conducting a visual inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as was in the Effective Date; and (2) any repairs which are required or agreed upon (if any) are completed in a workable manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within ____ days (4 if none stated) prior to Closing.

17. SIGNATURES.

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

18. GOVERNING LAW/CONSTRUCTION.

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

19. NOTICES.

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

20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Government Loan MSC-2011R | <input type="checkbox"/> Farm Program Review Rider FRM-2020R |
| <input type="checkbox"/> Back-Up Contract MSC-2023R | <input type="checkbox"/> Contingency for Sale of Buyer's Existing Property MSC-2021R |
| <input type="checkbox"/> Contingency for Closing of Buyer's Existing Property MSC-2022R | |
| <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Other _____ | |

LND-2000

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Page 6 of 8
Yarbrough

21. SPECIAL AGREEMENTS. (complete only if applicable)

22. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable) (insert name of licensee)

is a real estate broker or salesperson, and is (check one or more, as applicable):

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or

☐ an immediate family member of ☐ Seller ☐ Buyer. Specify:

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

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

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

24. BROKERAGE RELATIONSHIP.

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

Licensee assisting Buyer is a: (Check appropriate boxes)

☐ Buyer's Limited Agent (acting on behalf of Buyer)

☐ Seller's Limited Agent (acting on behalf of Seller)

☐ Dual Agent (acting on behalf of both Buyer & Seller)

☐ Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller)

☐ Subagent of Seller (acting on behalf of Seller)

☐ (Also check here if serving as a designated agent)

Licensee assisting Seller is a: (Check appropriate boxes)

☒ Seller's Limited Agent (acting on behalf of Seller)

☐ Buyer's Limited Agent (acting on behalf of Buyer)

☐ Dual Agent (acting on behalf of both Seller & Buyer)

☐ Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer)

☐ (Also check here if serving as a designated agent)

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

Broker's Firm Assisting Buyer **United Country Gilworth Real Estate and Auction**

Broker's Firm State License # **2013022939**

By (Signature) _____

Licensee's Printed Name: **Ced Gilworth**

Licensee's State License # **1999091014**

Date: _____ MLS ID No. (if required): _____

25. FRANCHISE DISCLOSURE.

Although only one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

26. SALES INFORMATION.

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

27. FIRPTA.

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

28. ANTI-TERRORISM.

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

29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.

Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by **1:00** **P**.m., on **December 15, 2023** (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

452 **30. TIME IS OF THE ESSENCE.**
453 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified time
454 shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

455 **SELLER ACCEPTS OFFER (Sign Below)**

456
457 **BUYER** _____ **Date** _____ **SELLER** _____ **Date and Time** _____
458 Printed Name: _____ Printed Name: **Terry J Norris**

459
460 **BUYER** _____ **Date** _____ **SELLER** _____ **Date and Time** _____
461 Printed Name: _____ Printed Name: _____

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

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

462 _____

SELLER REJECTS OFFER (Initials) _____

SELLER COUNTER-OFFERS (Initials) _____
Counter Offer form SC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

RECEIPT ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature) _____

Licensee's Printed Name: _____ Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as
to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law,
customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/21. ©2021 Missouri REALTORS®

LND-2000

Page 8 of 8

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Yarbrough



National Marketing, Local Expertise®