

#17021



REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned Seller, herein (the "Seller") and Purchaser, herein (the "Purchaser") hereby agree as follows:

1. **THE PROPERTY:** Seller agrees to sell and Purchaser agrees to purchase real estate described as Tract(s) lots W1 (210ts 374 Fred's Sub.) consisting of 2 +/- acres located in Butler County, State of MO, see Exhibit "B" ("Sales Map") for the price and upon the terms and conditions which follow:
2. **THE PRICE:** The total purchase price is \$ 6,490.00 (including the 10 percent (10 %) Auction Fee) payable at closing in cash, certified funds or equivalent good funds acceptable to the Closing/Escrow Agent.
3. **THE TITLE:** The Seller shall convey the Property by Warranty Deed, free and clear of all liens and encumbrances, except as set forth in paragraph 13 of this Agreement. Seller shall deliver to Buyer no later than 10 days prior to the date of closing a commitment to issue an owner's policy of title insurance.
4. **THE SURVEY:** The property has not been surveyed for this transaction. If the property sells in individual tracts and a survey is required by Purchaser's Lender it shall be at the expense of the Purchaser. If a new survey shows a greater or lesser number of acres, no adjustments will be made to the contract price.
5. **CLOSING:** This purchase and sale transaction shall be closed by Butler Co. Title, herein (the "Closing/Escrow Agent"); whose office is located at 573-785-3332 (on/or before July 19th, 2019, or a date mutually agreed upon by the Seller and Purchaser in writing, herein (the "Closing Date").
6. **DEFAULTS:** Purchaser shall have the right to damages, including reasonable attorney's fees, in the event Seller neglects or refuses to perform Seller's obligations hereunder. Purchaser and Seller agree that based upon circumstances now existing, known and unknown, it would be impractical or extremely difficult to establish Seller's damages by reason of Purchaser's default under this contract. Accordingly, Purchaser and Seller agree that in the event of a default by Purchaser under this contract, it would be reasonable at such time to award Seller "liquidated damages" equal to the amount represented by the earnest money deposit, herein (the "Deposit") then held by the Closing/Escrow Agent. At its option, Seller shall have the additional right to receive equitable relief, including without limitation, the alternative right to enforce specific performance of this Agreement, and the right to receive payment of reasonable attorney's fees and expenses incurred in pursuit of such relief.
7. **EARNEST MONEY:** Purchaser has delivered to Seller, Purchaser's Deposit cash payable to Birdsong Auction ("Closing/Escrow Agent") in the amount of \$ 3000.00. The Closing/Escrow Agent (i) shall apply same on account of the cash portion of the price if Purchaser performs Purchaser's obligations hereunder, or (ii) shall refund same to Purchaser if Seller fails or refuses to perform Seller's obligations hereunder, or (iii) shall pay all of the Deposit then held by it over to Seller if Purchaser fails or refuses to perform Purchaser's obligations hereunder.
8. **PRORATIONS:** Prorations and adjustments shall be made at closing as follows: ad valorem taxes shall be prorated to the date of closing on the basis of the latest available information, and assumed by Purchaser. These taxes are subject to readjustment and re-proration when the actual tax bills are received or the actual tax amounts for the year of closing become known. Purchaser shall be responsible for all special assessments, if any, against the property falling due after the date of closing.

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9. **BROKERAGE:** Each party represents and warrants that no real estate broker or salesman has been involved in this transaction except United Country/Birdsong Auction & Real Estate Group, LLC ("Broker / Auctioneer"); and if applicable: _____ ("Participating Broker"). The commission as stated in a separate agreement between the Seller and Auction Company, as well as any addendums thereto, between Seller, Auction Company and Participating Broker, if applicable, shall be paid before any part of the sales proceeds are disbursed to any other person or entity. The parties agree that all deposits and purchase funds shall be paid to the Closing/Escrow Agent for its proper disbursement. If the Purchaser defaults in closing this Agreement, the Purchaser's Deposit will be forfeited as liquidated damages and will be disbursed by the Closing/Escrow Agent in accordance to a separate agreement between Seller and Auction Company. If Seller seeks and obtains a judgment for specific performance of any sales agreement and/or damages in respect thereof, Auction Company shall be paid the full amount of its commission due in respect thereof.
10. **CLOSING DOCUMENTS:** (a) To perform its closing obligations hereunder, Seller shall execute and deliver, in form for recording, said Warranty Deed, and do and perform all other acts and things that are required hereby, and do and perform all other acts and things as shall be required by the Closing/Escrow Agent to perform its closing obligations hereunder, (b) Purchaser shall execute all documents and do and perform all other acts and things that are required hereby, and do and perform all other acts and things as shall be required by the Closing/Escrow Agent as conditions precedent, (i) to its making and showing on its closing statement to Purchaser and Seller the price, all prorations, etc., as herein provided for and contemplated, and (ii) to its issuing to Seller of its check representing the net proceeds of the sale due to Seller.
11. **CLOSING COSTS SHALL BE PAID AS FOLLOWS:** Seller shall provide title insurance policy. The remaining customary closing costs shall be split 50/50 between the parties. Any costs and/or fees related to the Purchaser's financing or Purchaser's attorney shall be paid by the Purchaser.
12. **POSSESSION:** Possession shall be on closing and funding.
13. **PROPERTY CONDITION:** This Property is selling subject to any existing rights-of-way, easements, encroachments, restrictive covenants, zoning regulations, governmental agency regulations, environmental conditions, leases, adverse possession, restrictions and sewer assessments. This property is selling in "AS IS, WHERE IS" condition, without warranty or representation, statutory or otherwise, expressed or implied.
14. **TITLE CONDITION:** Seller warrants that they are the owners of the property hereinabove described and that they shall convey and warrant title to the Purchaser and/or their assigns, free and clear of any matters that would adversely affect their title. Should Seller not be able to deliver clear title at time of closing, action to clear title must be taken by Seller promptly at their own expense, whereupon the time here specified for full settlement by the Purchaser shall be extended up to sixty (60) days to clear the same. Should Purchaser not be able to demonstrate to its lender and/or title insurance underwriter that merchantable title can be obtained to the property from the Seller, Purchaser shall be refunded their earnest money deposit and this agreement shall be null and void. Purchaser agrees to accept title by Warranty Deed from the Seller, free from any encumbrances, except taxes not yet due and payable, restrictive covenants, building setback lines and easements of record. Seller (at Buyer's option and expense) shall furnish Purchaser at closing an Owner's Title Insurance Policy ("Title Commitment" until issued) which Purchaser and Seller agree shall be issued through the Closer, with a face value equal to the purchase price herein, insuring marketable title in Purchaser, subject to the following "Permitted Title Exceptions": (i) mineral, oil and gas interest (whether owned, severed, or reserved); (ii) all easements of record, including conservation easements; (iii) all restrictions, whether or not recorded, on the Property's use and development under existing and future laws, ordinances, and regulations, including but not limited to zoning laws, ordinances, and regulations; (iv) subdivision restrictions of record; (v) current city, state and county ad valorem property and sanitary taxes not yet due and payable; (vi) current leases affecting the Property; (vii) other easements, restrictions, encumbrances or mortgages specified in the Agreement or any exhibit incorporated herein; and (viii) real property tax exemptions. If a survey is determined by Closer to be necessary for transfer and title insurance, the cost of it shall be paid by Seller. Seller and Purchaser agree it is their express intent that a Title Commitment as defined above, from the Closer at or prior to closing, shall constitute full and complete performance on the part of Seller for the purposes of this paragraph. After the date of this Contract, Purchaser may, during normal business hours, inspect the Property prior to Closing; provided, however, it is stipulated and agreed that the Property and improvements are being sold for CASH, AS-IS WHERE-IS AND WITH ALL FAULTS AND DEFECTS, whether or not any such fault or defect would be disclosed by any inspection, and any inspection of the Property and improvements shall be at Purchaser's and Purchaser's agent's sole risk of personal injury and/or property damage, irrespective of Seller, Auction Company Auctioneer's or Broker's negligence or claimed negligence. No matter shall be construed as a valid objection to title under this Contract unless it is not stated as a "Permitted Title Exception" above, and in addition, is so construed by the title insurance

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examination attorney chosen by Closer (such attorney shall be deemed Purchaser's attorney for title examination purposes only), and is provided to the parties herein prior to Closing. In case of such valid objection to the title, Seller shall have sixty (60) days from the date of the Closing as scheduled herein or such additional time as may be agreed to in writing by Seller and Purchaser to satisfy such objections. If such objections cannot be satisfied within the time specified in this paragraph, then at the Purchaser's option, the earnest money shall be returned to the Purchaser, and this Contract shall be no longer enforceable or in effect; or Purchaser may accept title "As Is" and close on the property.

15. **NONASSIGNABILITY BY PURCHASER.** Purchaser's interest in this Agreement may not be transferred or assigned, in whole or in part, without the prior written consent of Seller.
16. **FIXTURES AND PERSONALTY:** This purchase and sale includes all the following as now situated on the Property: all plumbing, heating and cooling systems, lighting fixtures, electrical fixtures, appliances and other fixtures and personalty as noted below.
Only Attached
17. **RISK OF LOSS:** Risk of condemnation or other casualty loss shall remain with Seller until closing, and if any condemnation or unrepaired fire or other casualty damage occurs, the Purchaser shall have the option of (i) closing without diminution of the price upon taking assignments from Seller (which Seller covenants to make) of all condemnation awards and/or other casualty insurance claims, or (ii) of releasing Seller hereunder and having the return of the Deposit paid by Purchaser on account hereof.
18. **NOTICES:** Notices required or permitted hereby shall be in writing, mailed postage prepaid by certified or registered mail, return receipt requested, to the Seller, Purchaser and Auction Company at their respective addresses as set forth below, or to such other address designated by either party by notice to that effect.
19. **ENTIRE AGREEMENT:** This Agreement represents the entire and final agreement between the parties, superseding and canceling all prior oral and written communications and agreements between them, their agents and representatives, and this agreement may not be subsequently changed or amended except in writing and signed by the parties.
20. **DISCLAIMER AS TO AUCTION COMPANY:** Purchaser shall look only to Seller as to all matters regarding this Agreement and the Property. United Country/Birdsong Auction & Real Estate Group, LLC ("Broker / Auctioneer") shall not be responsible or liable in any way if Seller fails or refuses to or cannot close title hereunder, or if the Property is affected in any way or is in need of attention or repairs, is contaminated by hazardous materials or is in any other way unsatisfactory to Purchaser as Purchaser may determine before or after closing.
21. **SELLER AND AUCTION COMPANY NOTICE OF AGENCY RELATIONSHIP:** Purchaser acknowledges that the Auction Company is acting as agent for the Seller in this transaction and is to be paid a commission by the Seller pursuant to a separate written agreement between Seller and Auction Company. The Purchaser further acknowledges that neither the Auction Company, nor any of its agents or representatives are acting in any way as an agent for the Purchaser in this transaction. Any third party broker is not a subagent of the Auction Company.
22. **STATUTE OF LIMITATIONS:** Any action or suit of any kind must be commenced within one (1) year from the date when the cause of action or suit occurred or it will be forever barred. The right of action or suit will accrue, and the one (1) year limitation period will begin to run on the date the breach, damage, or injury is sustained and not when the resulting costs, damage, harm, or loss is discovered.
23. **ARBITRATION OF DISPUTES:** By signing this Agreement you are agreeing that any action, claim, controversy, counterclaim, dispute, or proceeding arising out of Property Issues and involving the Seller, Buyer, Auctioneer, and/or Auction company, in any combination, whether controlled by federal or state law, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The parties further agree to have any disputes resolved solely and exclusively by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the

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arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration, or defend or enforce the award.

24. **CHOICE OF LAW, JURISDICTION, AND VENUE:** Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of MO without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be in Poplar Bluff, MO.

25. **ATTACHMENTS HERETO:**

Addendum A –Terms & Conditions

Addendum B –Sales Map

Addendum C – Any addendum

PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER AND PURCHASER'S EXPERTS HAVE THOROUGHLY AND CAREFULLY INSPECTED THE PROPERTY AND AGREE TO PURCHASE SAME "AS IS, WHERE IS", "WITH ALL FAULTS, IF ANY".

IN WITNESS WHEREOF, the parties have executed this Agreement on:_____.

SELLER:

Print Name

Signature

Print Name

Signature

Address of Seller

City, State

Hm. Phone Number of Seller

Mobile / Office Phone Number

Email Address: Seller

PURCHASER:

Tommy Davis
Print Name

Tommy Davis
Signature

PURCHASER:

Print Name

Signature

Address of Purchaser

City, State

Hm. Phone Number of Purchaser

Mobile / Office Phone Number

Email Address: Purchaser

AUCTIONEER:

Travis Birdsong

United Country/Birdsong Auction & Real Estate Group, LLC

1419 Maud

Poplar Bluff, MO 63901

573-727-9656 Local

877-697-8753 Fax

MISSOURI

DRIVER LICENSE



9 CLASS F 4b EXP 10/17/2023
4d DL NO. T980271321 3 DOB 10/17/1965
1 DAVIS
2 TAMMY DENISE
8 581 MAHOGANY LANE
HARVEIL, MO 63945
9a END NONE
12 RESTRICTIONS NONE
15 SEX F 17 WGT 160 lb 4a ISS 09/28/2017
16 HGT 5'-02" 18 EYES BLU



5 DD 171262710005

Tammy Davis