

PURCHASE AND SALE AGREEMENT

THIS CONTRACT, made this 16thth day of June, 2009 by and between _____ Seller(s), and _____, Buyer FOR GOOD AND

VALUABLE CONSIDERATION, Seller and Buyer agree as follows:

WITNESSETH: Seller hereby sells to buyer the following described real estate, together with all improvements thereon, in _____ **County, State of Missouri**, to-wit:

Legal Description: (See attachment(s)).

Commonly known and described as: _____

Subject, however, to any recorded restrictions, easements, party wall agreements and community contracts. Subject, also, to any existing leases, tenancies and zoning laws. The provisions contained in the attached Property Information Package become a part of this contract.

The purchase price is (\$_____) payable as follows: \$_____ in the form of _____ as earnest money. This earnest money is deposited as a good faith assurance

that Buyer shall fulfill the terms and conditions of this Contract and is deposited with **Thomson Title in Liberty, MO**, escrow agent. Said earnest money shall be applied to Buyers acquisition costs at closing.

However, if this contract does not close on or before the closing date shown below, and the contract is not extended by written agreement signed by both buyer and Seller; then buyer and seller direct the escrow agent holding the earnest money to disburse the earnest money one-half to the seller and one-half to

Coldwell Banker Glennon. Escrow agent is to rely solely upon these instructions and is to disburse accordingly without any further instruction from any party. In consideration of such Buyer and Seller agree

to indemnify and hold harmless Escrow Agent and Coldwell Banker Glennon for any and all claims or damages as a result of said disbursement. The remaining balance of the purchase price \$_____

to be paid at closing. This contract shall be closed on or before **Thursday July 16th, 2009** with possession being delivered at the same time. **Buyer has carefully inspected the property and agrees to purchase the property in "as-is" condition (in its present condition) "as is, where is". No warranties or**

guarantees of any kind are made by Seller or any real estate licensee concerning the condition or value of the property, unless expressly set forth in this Contract. Buyer acknowledges that neither

Seller nor any real estate licensee involved in this transaction is an expert in detection or repairing physical defects in the property. Buyer states no important representations concerning the condition of the property

are being relied upon by Buyer. By signing this contract, Buyer shall be deemed to have waived, as against Seller and its agents, any action or right of action which Buyer has or may have had against Seller and its

agents arising out of any encroachments, visible/ apparent easement not of record, survey defect, overlap, boundary line dispute or other servitude.

Pursuant to the following: Listing Licensee, Chip Glennon, of Coldwell Banker Glennon, is functioning as:

Sellers Limited Agent ___ Disclosed Dual Agent

___ Buyers Limited Agent ___ Designated Agent

___ Sub-Agent ___ Transaction Broker

Selling Licensee, _____ of _____ is functioning as:

___ Sellers Limited Agent ___ Disclosed Dual Agent

___ Buyers Limited Agent ___ Designated Agent

___ Sub-Agent ___ Transaction Broker

___ Buyer is Not Represented by an Agent/Broker

Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, a transaction Broker or as designated agent(s) to represent the Seller or the buyer. Licensees functioning as an agent of the Seller have a duty to represent the Seller's

interest and will not be and agent for the buyer. **INFORMATION GIVEN BY THE BUYER TO AN AGENT OF THE SELLER WILL BE DISCLOSED TO THE SELLER.** Licensees functioning as an

agent of the Buyer have a duty to represent the Buyers interest and will not be the agent of the Seller. **INFORMATION GIVEN BY THE SELLER TO AN AGENT OF THE BUYER WILL BE**

DISCLOSED TO THE BUYER. A broker or licensee, acting as a Transaction Broker, is not an agent for either the Seller or the Buyer and do not advocate the interests of either party, but is responsible for

assisting both parties in closing the transaction and pertaining material facts.

Seller shall pay all taxes, general and special, and all assessments, which are a lien on said property and can be paid at the date of this contract, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties or interest) payable during the calendar year in which the deed is delivered shall be pro-rated between seller and the buyer on the basis of the calendar year, as of the date of delivery of the deed. If the amount of any such tax to be pro-rated cannot then be ascertained, pro-ration shall be computed on the amount thereof for the preceding year.

Seller shall within ten days, deliver to buyer or buyers duly authorized agent, a report on the title to said real estate and a commitment from the Title Company, in which said Title Company shall agree, subject to the conditions of said commitment which shall not be inconsistent with the obligations of the seller hereunder, to issue to buyer forthwith, after sellers general warranty deed shall be placed of record, its owners title insurance policy in form now used by said Title Company, in the county and state where said property is located, in an amount not less that the purchase price above specified.

Upon delivery of said Title Company's title report and commitment as above provided, seller shall forthwith deliver to said Title Company for its approval and recording General Warranty Deed from seller to Buyer, properly executed and conveying said property in fee simple to buyer, free and clear of all liens and encumbrances whatsoever except as stated in the title report.

When said title company shall be ready to deliver its said owner's title insurance policy to buyer this agreement shall be deemed to be consummated and seller shall at such time be entitled to receive all monies and mortgage papers held by said Title Company for delivery to seller; buyer shall at such time be entitled to receive, without cost to buyer for same, said Title company's owner's title insurance policy. Said warranty deed shall be delivered to buyer as soon as it has been recorded and is obtainable from the recorder of deeds.

In the event Title Company shall decline to issue its said title insurance policy within said thirty day period, and in the manner aforesaid, then at the expiration of said period this contract shall be null and void and the money deposited aforesaid shall be returned to buyer.

If before the recording of the deed any of the improvements on said property are destroyed or substantially damaged by fire lighting or any cause that could be covered by what is known as extended coverage insurance, buyer shall have the option of enforcing this contract or canceling by written notice within ten days thereafter. If canceled this contract shall be null and void and the money deposited aforesaid shall be returned to buyer.

If there has been performance of this contract on the part of the seller, and the buyer fails to comply herewith, within five days thereafter, then this contract may or may not be operative thereafter at option of the seller, and in the event seller shall declare the contract inoperative, the money deposited aforesaid shall be paid as liquidated damages. Time is of the essence of this contract.

IN WITNESS WHEREOF, said parties hereunto subscribe their names. Executed in quadruplicate.

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| _____ SELLER | _____ DATE | _____ BUYER | _____ DATE |
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| _____ SELLER | _____ DATE | _____ BUYER | _____ DATE |
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| _____ SELLER | _____ DATE | _____ BUYER | _____ DATE |
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| _____ SELLER | _____ DATE | _____ BUYER | _____ DATE |
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