

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

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Form # 2043

09/15

SPECIAL SALE CONTRACT

DATE: 2/15/2016

Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

Winning bidder, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of Des Peres, (if incorporated), County of St. Louis, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 1024 Lindemann Des Peres, MO 63131.

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to any questions.

In addition, the following items are included: refrigerator, washer & dryer

The following items are excluded: _____

3. PURCHASE PRICE.

\$ Accepted high bid is the total purchase/sale price to be paid as follows:

\$ 1000 earnest money received for delivery to/deposit by Old Republic Title Company

_____, escrow agent. Selling broker to be escrow agent if none specified above.

\$ 0 additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or _____.

The balance, including adjustments set forth in paragraphs 4 or 7, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable

to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: _____ % of the purchase price, or \$ _____.

Initial interest rate not to exceed: _____ %. Amortization term: _____ years.

Other terms: _____

TYPE: Conventional FHA VA

Fixed Rate Adjustable Rate Other: _____

5. CLOSING AND POSSESSION.

The "Closing" is the exchange of the Seller's deed for the total purchase/sale price. The Closing of this sale shall take place on March 18, 2016, or any other date that both parties agree in writing. Buyer will close at Old Republic Title Company, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. **Note: If the Seller does not close at the same title company as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company, then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than 5 pm (time) of March 18, 2016 (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. **Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

Seller to Order, Provide and Purchase Title.

Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed _____. Buyer to pay title cost exceeding this amount.

Buyer to Order, Provide and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment or the survey and if Buyer chooses to act on this contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money to be returned, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, he should consult an attorney.

7. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135FHA or #2135VA and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s), and flood insurance premium, if required by lender;
- survey and title company charges (including Closing, recording and escrow fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, for example: appraisal and credit report fees, loan discount (points), loan origination fees, funding fees, and other loan expenses, unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement; and
- municipal occupancy permit and agreed upon repairs.

Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (including Closing, releasing and escrow fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement, Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

8. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written

160 authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled
 161 to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring
 162 the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by
 163 insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned
 164 insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date,
 165 Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the
 166 Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days
 167 prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the
 168 Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to
 169 notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions
 170 of this paragraph, Buyer's earnest money is to be returned to Buyer, subject to paragraph 12, and Seller agrees to reimburse
 171 Buyer's cost to pay for title, survey, inspection(s) and appraisal.

172 9. ASSIGNABILITY OF CONTRACT.

173 This contract is assignable by Buyer, but not without the written consent of Seller if a) Seller is taking back a note and deed of
 174 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
 175 obligations under this contract.

176 10. TIME IS OF THE ESSENCE.

177 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
 178 Time.

179 11. BINDING EFFECT.

180 This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
 181 executors, administrators or assigns.

182 12. EARNEST MONEY.

183 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
 184 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited
 185 by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to
 186 the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is
 187 closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any
 188 expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In
 189 the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in
 190 its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil
 191 action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and
 192 escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4)
 193 as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest
 194 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said
 195 broker is required by Missouri Statute, Section 339.105.4RSMo to report and deliver the monies to the State Treasurer within
 196 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at
 197 least sixty (60) days after the initial projected Closing date.

198 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which**
 199 **apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow**
 200 **agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

201 13. REMEDIES.

202 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other
 203 party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide
 204 the defaulting party with a deadline for curing the default.

205 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the
 206 contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity.

207 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be
 208 reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if
 209 working as subagent of Seller) in lieu of commission on this contract.

210 If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and
 211 reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in
 212 court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve
 213 Seller of his liability to brokers under the listing contract.

214 In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief,
 215 the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed
 216 to Buyer.

217 **14. GOVERNING LAW.**

218 This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of
219 the State of Missouri.

220 **15. ENTIRE AGREEMENT.**

221 This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral,
222 relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in
223 writing signed by all parties.

224 **16. CONSTRUCTION.**

225 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender,
226 according to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the
227 Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate.
228 When the term "selling broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's
229 agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
230 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as
231 "salespeople"). With the exception of the term "banking days" as used in paragraph 12, a day is defined as a 24 hour calendar
232 day, seven (7) days per week.

233 **17. FLOOD PLAIN.**

234 Buyer may terminate this contract if any portion of the property is located in a designated 100 year flood plain unless
235 disclosed to Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer subject to paragraph 12.
236 Failure by Buyer to terminate within ten (10) days of actual knowledge of 100 year flood plain, or by Closing, whichever
237 occurs first, shall be deemed a waiver by Buyer of this contingency.

238 **18. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

239 Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other
240 professionals as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be
241 present. Seller grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities
242 turned on or transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the
243 property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not
244 relieve Seller of his obligation to complete improvements and repairs required by this contract.

245 **19. SPECIAL AGREEMENTS.**

246 Special agreements and Riders between Buyer and Seller forming a part of this contract:

247 _____
248 _____
249 _____
250 _____

- | | |
|--|--|
| 251 <input type="checkbox"/> Inspection Rider (Form #2184) | <input type="checkbox"/> Short Sale Rider (Form #2176) |
| 252 <input type="checkbox"/> Other # _____ | <input type="checkbox"/> Other # _____ |

253 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- 254 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for
255 this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer
256 is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the
257 contract.
- 258 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline"
259 date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in
260 writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12.
261 Otherwise, this contingency shall be deemed as waived by Buyer.
- 262 No Seller's Disclosure Statement will be provided by Seller.

263 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
264 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
265 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
266 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
267 methamphetamine, Seller will attach a written explanation.

268 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

269 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

270 Buyer and Seller confirm that disclosure of the licensee’s relationship was made no later than the first showing of the property,
271 upon first contact, or immediately upon the occurrence of a change to the relationship.

272 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
273 **Licensee.**

274 **Licensee assisting Seller is a: (Check appropriate box)**

- 275 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 276 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 277 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 278 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 279 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

280 **Licensee assisting Buyer is a: (Check appropriate box)**

- 281 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 282 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 283 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 284 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 285 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 286 Subagent of Seller: Licensee is acting on behalf of the Seller.

287 Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

288 **Sources of compensation to Broker(s), including commissions and/or other fees:** Seller Buyer

289 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
290 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

291 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
292 Transaction Act as adopted by Missouri.

	GFW Properties, LLC
Selling Broker’s Firm	Listing Broker’s Firm

Broker’s Firm State License ID#:	Broker’s Firm State License ID#: 2004012169
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By (Signature):	By (Signature):
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Licensee State License ID#:	Licensee State License ID#: 2004012472
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Date:	Date:
MLS ID:	MLS ID: TCWOOD

299 **OFFER to be accepted by Seller by:** _____ **m of** _____.

BUYER SIGNATURE	BUYER SIGNATURE
DATE	DATE

Buyer Printed Name	Buyer Printed Name
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304 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

SELLER SIGNATURE	SELLER SIGNATURE
TIME and DATE	TIME and DATE

Seller Printed Name	Seller Printed Name
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309 **OR**
310 _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
311 **(use #2164 Sale Contract Counteroffer Form).**

312 **OR**
313 _____ **(initials) WE REJECT THIS OFFER.**

314 **Note: Unless otherwise agreed in writing, “Acceptance Deadline” is defined as the date for acceptance which was provided**
315 **to the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**