## <Your Local Bank>

Member FDIC

<Date>

To Whom It May Concern:

RE:

<Your Company Name> is a valued customer of <Your Local Bank> and has an approved guidance line to purchase real estate up to \$350,000.00 dollars. If you have any 'questions please contact <Bank Representative> at <123-456-7890>.

Thank you,

- <Bank Representative signature here>
- <Bank Representative printed name here>

## **Helpful Home Seller Resources**

## House for Sale?

<Your Company Name> –123-456-7890, info@yourcompany.com

Yourcompany.com

## Estate Sale?

<Company> – Contact Person, 123-456-7890, company@yahoo.com

Company.com

Gold/Silver/Diamonds/Estate Jewelry/Coins/Rare Collectables?

<Company> – Contact Person, 123-456-7890,

company@yahoo.com Company.com

## <u>Car?</u>

<Company> – Contact Person, 123-456-7890, company@yahoo.com

Company.com

<Company> – Contact Person, 123-456-7890, company@yahoo.com

Company.com

## Record Albums?

<Company> – Contact Person, 123-456-7890, company@yahoo.com

Company.com

## **Donations?**

<Company> – Contact Person, 123-456-7890, company@yahoo.com

Company.com

## Title questions?

<Title Company> – Contact Person, 123-456-7890,

company@yahoo.com Company.com

## Helping the Title Company

## TITLE COMPANY NAME

Title Company has a variety of locations. Speak with Jane about which location makes the most sense for you to close at.

Phone Number: 123-456-7890 Email: JaneSmith@TitleCo.com

Location	<u>Address</u>
City, State	123 Main St. Anytown, State 12345
City, State	123 Main St. Anytown, State 12345
City, State	123 Main St. Anytown, State 12345
City, State	123 Main St. Anytown, State 12345
City, State	123 Main St. Anytown, State 12345
City, State	123 Main St. Anytown, State 12345
City, State	123 Main St. Anytown, State 12345

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

#### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*
- (e) Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

# FREE SENIOR TRANSITION RESOURCES

Additional resources can be found in the book *'Paying for Long-Term Care'*. You can also go to the website http://www.payingforlongtermcare.com to find resources on:

- OVERVIEW TO SENIOR LIVING OPTIONS
- HOW TO HANDLE THE STRESS
- THE FACTS ABOUT LTC 70% WILL NEED CARE
- UNDERSTANDING THE INDUSTRY AND STAKEHOLDERS
- COST OF LONG-TERM AND HOME-CARE
- STAYING HOME VS. A CARE COMMUNITY
- RESEARCHING SENIOR LIVING
- DEFINING FAMILY ASSETS
- FUNDING CARE
- MAKING THE BEST DECISION
- GETTING EVERYONE ONBOARD
- SMOOTH TRANSITION TO SENIOR CARE
- LONG-TERM CARE INSURANCE
- SENIOR CANCER TRUST FUNDS

For more resources, go to: <u>http://www.payingforlongtermcare.com</u>

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties Form  $\# 2043 \qquad \frac{01/18 \cdot 01/19}{118 \cdot 01/19}$ 

### SPECIAL SALE CONTRACT

DATE:

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.

#### 6 **1. PARTIES AND PROPERTY.**

7			, Buyer(s), agrees to
8		purchase from the	undersigned Seller, the following real property in the municipality of
9		incorporated), Cour	nty of , Missouri (legal description on Seller's title to govern) being all
10		the real property Se	inty of, Missouri (legal description on Seller's title to govern) being all ller owns at said address:
11	2.	INCLUSIONS AN	
11	2.		includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which
12			o own free and clear) including:
14			sunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject
15		to any questions.	sunderstanding, the parties are diged to list as included of excluded any terms when may be subject
16			owing items are included:
17		,,	
18		The following item	s are excluded:
19			
20	3.	PURCHASE PRIC	CE.
21		\$	_ is the total purchase price to be paid as follows:
22		\$	earnest money (\$0 if none stated) (check one)  received for delivery to OR to be delivered to
23			escrow agent within
23 24			days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be
25			escrow agent if none specified above.
26		\$	additional earnest money (\$0 if none stated) to be delivered to escrow agent within days
27			after the "Acceptance Deadline" date (15 days if none stated) or
28		The balance, include	ling any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being
29	1		ed in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable
30		to Closing agent.	
-			

#### 31 **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 37 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to 38 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided 39 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 40 before (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan 41 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter 42 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly 43 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has 44

- 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.

#### 60 5. CLOSING AND POSSESSION.

The "Closing" is the exchange of the Seller's deed for the total purchase price. The Closing of this sale shall take place on 61 , or any other date that both parties agree in writing. Buyer will close at 62 \_\_\_\_\_, the title company which provides title insurance. Regardless of who closes 63 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 64 as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company, 65 then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are 66 not protected by the title insurance underwriter. Title will pass when the sale is closed. Seller to deliver possession of the 67 property and keys to Buyer no later than (check one <u>only</u>): Closing <u>OR</u> <u>m</u> (time) of (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this 68 69 possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the 70 appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be 71 vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer 72 in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it 73 was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title 74 company and/or Closing agent to release to broker(s) signed copies of the Closing statements. Note: Parties are cautioned to 75 always call to confirm instructions before sending any Funds via wire transfer. 76

#### 77 6. TITLE AND SURVEY.

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- 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. <u>Note: Any Seller paid title costs set forth below are in addition to any</u>
   <u>Seller paid costs in Paragraph 4 above.</u>
   Not later than days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitm
  - 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.

- 100 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's 101 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. 102
- Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. 103 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or 104 105 acreage discrepancies.
- 106 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 107 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) 108 109 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential
- 110 purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time 111 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
- 112 insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey
- 113 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
- 114 the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) 115 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 116
- 117 pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of 118 the contract acceptance and Closing.
- 119 Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.
- 120 Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property
- 121 (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be
- 122 affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an
- 123 offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,
- 124 indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

#### 125 7. FRANCHISE DISCLOSURE.

126 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said 127 Broker(s).

#### 0 8. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135FHA or #2135VA and 128 current FHA and VA regulations) as follows: 129

#### Buyer shall pay for (where applicable): 130

- hazard insurance premium(s) and flood insurance premium, if required by lender; 131
- 132 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter 133 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, 134
- 135 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections; 136
- 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; 137
- 138 • real estate compensation to broker per separate written agreement;
- 139 • municipal, Conservation District and fire district inspection fees;
- municipal occupancy permit; and 140
- agreed upon repairs. 141

#### Seller shall pay for (where applicable): 142

- 143 • existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4; 144
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) 145
- 146 customarily paid by Seller, subject to paragraph 8;
- special taxes and special assessments levied before Closing; 147
- real estate compensation to broker per separate written agreement, Seller authorizes selling portion of commission to be paid 148 149 directly to selling broker; and
- 150 • agreed upon repairs.
- 151 Buver 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): 152
- 153 • current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by 154 Seller and not adjusted;
- 155 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 156 • district improvement assessments for current year; buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee; 157
- interest (when Buyer assumes existing loan); and 158
- 159 • flat rate utility charges (including water, sewer, and trash).

#### 160 **9.** LOSS.

161 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered 162 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, 163 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, 164 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be 165 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of 166 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for 167 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance 168 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive 169 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, 170 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or 171 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing 172 broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and 173 if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option 174 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make 175 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the 176 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned to Buyer, subject 177 to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. 178

### 179 10. ASSIGNABILITY OF CONTRACT.

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 trust
 as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations
 under this contract.

### 183 **11. MISCELLANEOUS PROVISIONS.**

184Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central185Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,186executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be187construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties188hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be189changed, modified or amended, in whole or in part, except in writing signed by all parties.

#### 190 **12. EARNEST MONEY.**

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to 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

195 closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses 196 for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a 197 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account 198 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine 199 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will 200 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or

4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing

208 to be bound by the provisions of this contract before being named as the escrow agent.

### 209 **13. REMEDIES.**

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as

216 subagent of Seller) in lieu of commission on this contract.

- 217 If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement
- to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue
- any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to
- damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and
- delivery of Seller's deed to Buyer.

### 223 14. FOREIGN INVESTMENT (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 ID number or Green Card.

### 226 15. CONSTRUCTION.

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

### 234 **16. FLOOD PLAIN.**

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

### 239 17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other professionals as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities 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 property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his obligation to complete improvements and repairs required by this contract.

#### 246 **18. SPECIAL AGREEMENTS.**

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247		Spe	ecial agreements and Riders between Buyer and Seller forming	a p	part of this contract:
248					
249					
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251					
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253					
254			Inspection Rider (Form #2184)		Short Sale Rider (Form #2176)
255			Other #		Other #
256	19.	SQ	UARE FOOTAGE <u>AND LOT SIZE</u> DISCLOSURE.		
257			oker is not an expert in measuring and does not measure the tot		
258			<del>: sale</del> , <del>shows to buyers and sells</del> . To the extent that Broker provi		
259			property, the information comes from one or more other source		
260			y be differing standards used in Missouri for measuring total sq		
261			out total square footage can vary depending upon the source		
262			easurement. One source for total square footage is public inform		
263		off	fice does not warrant the accuracy of the information and ne	ithe	er does Broker. If you wish to have verifiable and accurate

office does not warrant the accuracy of the information and neither does Broker. If you wish to have verifiable and accurate information about the total square footage of a particular the property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable and accurate information on lot size you should retain a licensed surveyor.

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

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this 270 271 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is 272 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 273 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that 274 275 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency 276 shall be deemed as waived by Buyer.
- 277 □ No Seller's Disclosure Statement will be provided by Seller.

278 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any 279 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site 280 for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written 281 explanation. 282

Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract. 283

#### 284 21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.

- 285 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, 286 upon first contact, or immediately upon the occurrence of a change to the relationship.
- 287 Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.
- 288

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#### 289 Licensee assisting Seller is a: (Check appropriate box)

- 290 □ Seller's Agent: Licensee is acting on behalf of the Seller. 291
  - □ Buyer's Agent: Licensee is acting on behalf of the Buyer.
  - **D**ual Agent: Licensee is acting on behalf of both Seller and Buyer.
  - Designated Agent: Licensee has been designated to act on behalf of the Seller.
  - Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

#### 295 Licensee Personal Interest Disclosure: (Complete only if applicable)

296 (insert name of licensee) is a real estate broker or salesperson licensed in the state of and is (Check one or more, as applicable) 297 □ a party to this transaction; □ a principal of and/or has a direct or indirect ownership interest with □ Seller □ Buyer; and/or 298 □ an immediate family member of □ Seller □ Buyer Specify: 299

#### Licensee assisting Buyer is a: (Check appropriate box) 300

- Buyer's Agent: Licensee is acting on behalf of the Buyer. 301
  - □ Seller's Agent: Licensee is acting on behalf of the Seller.
  - **D**ual Agent: Licensee is acting on behalf of both Buyer and Seller.
  - **D** Designated Agent: Licensee has been designated to act on behalf of the Buyer.
  - Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
  - □ Subagent of Seller: Licensee is acting on behalf of the Seller.

#### 307 Licensee Personal Interest Disclosure: (Complete only if applicable)

308 (insert name of licensee) is a real estate broker or salesperson licensed in the state of and is (Check one or more, as applicable) 309 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or 310 □ an immediate family member of □ Seller □ Buyer Specify: 311

#### Sources of compensation to Broker(s), including commissions and/or other fees: Seller Buyer 312

313 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

314 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

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

317		
318	Brokerage Firm Name Assisting Buyer	Brokerage Firm Name Assisting Seller
319	Broker's Firm State License ID#:	Broker's Firm State License ID#:
320	By (Signature):	By (Signature):
321	Printed Name:	Printed Name:
322	Licensee State License ID#:	Licensee State License ID#:
323	Date: MLS ID:	Date: MLS ID:
324	OFFER to be accepted by Seller by:	m of
325 326	BUYER SIGNATURE DATE	BUYER SIGNATURE DATE
327 328	Buyer Printed Name	Buyer Printed Name
329	SELLER ACCEPTS THE TERMS SET FORTH IN THIS CO	ONTRACT.
330		
331	SELLER SIGNATURE TIME and DATE	SELLER SIGNATURE TIME and DATE
332 333	Seller Printed Name	Seller Printed Name
334 335	OR (initials) WE REJECT THIS O (use #2164 Sale Contract Count	FFER AND MAKE A COUNTEROFFER. teroffer Form).
336 337 338		ine" is defined as the date for acceptance which was provided t

### Seller TRID Information Form

## Congratulations on the sale of your property located at \_\_\_\_\_\_ In order to prepare for your closing transaction, we request that you furnish the following information:

Subdivision/Trustee/Condominium Assessment(s)	
Do you pay any assessments?  Yes No If yes, amou	nt paid \$
Paid MONTHLY or YEARLY? Contact / Mgmt Co:	
Address:	Phone:
Do you pay any other assessments?	amount paid \$
Paid MONTHLY or YEARLY? Contact / Mgmt Co:	
Address:	Phone:
Website / Email:	
Note: Any fee for this information will be borne by the seller.	
Sewer: Septic or Company name:	Phone:
Water: Well / Metered or Company name:	Phone:
Vested Owner Status:	
The marital status of the vested owner is pertinent information nee	ded due to additional requirements that may need to be
met. Please check one: SINGLE MARRIED	
Are any vested owners deceased or otherwise incapacitated?	
If during the time of ownership of this property you were:	
<ul> <li>DIVORCED: please tell us in what county or city it was filed?</li> </ul>	
(You may be asked to provide a copy of the Divorce Decree and	/or Separation Agreement prior to closing for review)
WIDOWED: please enter date of death of your spouse	
(Please provide a copy of the death certificate)	
<ul> <li>Re-married? Please provide spouse's legal name:</li> <li>Will all owners and their spouses be attending the scheduled closing</li> </ul>	
<ul> <li>Will all owners and their spouses be attending the scheduled closing</li> </ul>	
If married, both spouses MUST sign at closing. If spouse is not in tit	e please furnish us with his/her full hame;
NOTE: If you are using a Power of Attorney, a copy must be provided p recorded.	rior to closing for review, and the original will need to be
Enditu Informations	
Entity Information: Do you hold your property in one of the following entities?	ust DILC D Corp D Partnership (check one)
If yes, additional information regarding your entity (i.e. Trust Certif	
prior to closing.	icate, Operating Agreement, Resolution, will be required
prior to crooning.	
Other Necessary Information:	
Are you a U.S. Citizen? Yes No (check one) If "No"	, do you have a green card?  Yes No (check one)
• Is this your primary residence?  Yes No (check one)	
Have you ever filed Bankruptcy? Yes No If yes, what d	
<ul> <li>Have there been any repairs, remodeling or construction within the la If yes, please contact us to determine if there will be any re- used.</li> </ul>	
<ul> <li>work.</li> <li>Is there a mobile home or manufactured home on the property?</li> </ul>	
If yes, has the Title been surrendered and the home convert	
20117 Yes No (check one)	
Are there any tenancies or leases that will survive closing?     Yes	No (If Yes, you may need to provide additional
information (i.e. Current Lease, Rent Roll, Security Deposit Veri	ication)

# Note: This preliminary information is being requested for closing purposes and will be shared with any title company involved in closing the transaction. Additional information may be required.

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## Seller TRID Information Form

Loan Information:	
First Mortgage Loan is with:	
Account or Loan number:	Phone:
Date last payment sent:	
0	
Second Mortgage Loan is with:	Dhara
Account or Loan number:	Phone:
	-,
Home Equity or Line of Credit is with:	
Account or Loan number:	Phone:
Date last payment sent:	_
The loan information is being requested for closing. In requision social security number may be required by your lender befor consent to the release of said information.	
X	x
Last 6 digits of SSN: xxx	Last 6 digits of SSN: xxx
** If you have a Home Equity Line of Credit (HELOC), please	complete the attached "Authorization to Freeze and
Close Credit Line / Equity Line Accounts" and return with th	is form.**
Forwarding Address after closing:	nal closing documents)
How do you prefer to receive the proceeds from the sale? $\hfill\square$ Ch	eck 🗌 Wire (check one)
Please furnish a phone number where you can be reached betw	een the hours of 9:00am to 5:00pm
Please print your e-mail address:	
Thank you for your prompt response. If you have any questi company (if known) at the email or phone number listed bel	
Closer:	
E-Mail:	
The following title company will be handling your closing:	
Company Name:	
Branch Location:	
Phone No.:	

Note: This preliminary information is being requested for closing purposes and will be shared with any title company involved In closing the transaction. Additional information may be required.

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### Seller TRID Information Form

#### LETTER OF AUTHORIZATION TO FREEZE AND CLOSE CREDIT LINE / EQUITY LINE ACCOUNTS

\*\* If you have a Home Equity Line of Credit (HELOC), please complete and return this form.

TO:	
	LENDER NAME
	ADDRESS
FROM:	BORROWER NAME
RE:	LOAN NUMBER
The und this not	dersigned hereby authorizes you to freeze and close the above referenced credit line / equity line upon receipt of ice.
	agree to pay any charges pending that may not be reflected on the demand for payoff issued to the title insurance ny and I / We agree to cease activity on this account.
Upon re	eceipt of funds representing payment in full, you are to close the account.
Borrow	erDate
Borrow	erDate

Note: This preliminary information is being requested for closing purposes and will be shared with any title company involved in closing the transaction. Additional information may be required.

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## WHO TO CONTACT

## <Your Company Logo>

## <Your Company Name> The Trusted <Your City> Home Buyer

## What happens after you sign the contract?

At *<Your Company Name>*, our service doesn't stop when the contract is signed. We will do our best to keep you informed, but encourage you to call us with questions you may have at any time about the sale of your property.

## Contacting Us at < Your Company Name>:

*Your Name>: Your Company Name>* Contract-to-Close Specialist – Sees the contract through to closing and is in constant contact with the title company.

- <u>Phone Number</u>: 123-546-7890
- <u>Email</u>: yourname@yourcompanyname.com

<*Title Company Representative>*: *<Title Company Name>* – Manages the paperwork to complete the title work on the property. *<Title Company Representative>* can help with questions such as, when should you set up a time to close, what documents do you need to send them prior to closing, etc.

- Phone Number: 123-456-7890
- <u>Email:</u> representative@titlecompanyname.com

<*Your Company Name>* is here to help make the sale of your property as fast and easy as possible. Please do not hesitate to call *Company Representative>* if you have any questions about the closing process!