

REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

THIS CONTRACT is made between:

SELLER: Terry L. Guess (ASP)

BUYER: _____

The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement.

Buyer agrees to purchase and Seller agrees to sell the real property and the improvements thereon (**the "Property"**) commonly known as:

15 parcels sold in 2 lots, Parcel # See title commitment

Witnesseth: Seller hereby sells to buyer the following described real estate, together with all improvements thereon including, if any gas heaters, ventilating, central air conditioning, attached T.V. antennas, lighting, heating and plumbing equipment and fixtures, attached mirrors and linoleum, window and porch shades, Venetian blinds, storm windows and doors, screens, curtain rods, awnings and in Gentry County, State of Missouri to-wit: Legal Description: (Correct legal description to appear on title evidence attached), commonly known as to be determined by title company

Subject, however, to any recorded restrictions, easements, party wall agreements and community contracts. Subject, also, to any existing leases, tenancies and zoning laws.

All pages of the **Property Information Pack (PIP)** are attached and are a part of this Contract.

The purchase price is \$ _____, payable as follows: \$ 10,000 in the form of ~~CASH wire transfer~~ CASH as a non-refundable deposit. This non-refundable deposit is deposited as a good faith assurance that Buyer shall fulfill the terms and conditions of this Contract and is deposited with, Holden Ab Stract, escrow agent. Said non-refundable deposit shall be applied to Buyer's 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 non-refundable deposit to disburse the non-refundable deposit one half to the seller and one-half to Keller Williams Legacy Partners, Inc. 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 Keller Williams Legacy Partners, Inc. 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 12-1-2015 @ 5pm @ I with possession being delivered at this same time.

Buyer has had the opportunity to carefully inspect the property, and agrees to purchase the property in "as-is" condition (in its present condition). No warranties or guarantees of any kind are made by Seller or any real estate licensee or auctioneer concerning the condition or value of the property, unless expressly set forth in this Contract or specifically implied by Law. Buyer acknowledges that neither Seller, real estate licensee, or auctioneer involved in this transaction is an expert in detecting or repairing physical defects in the property. If the property for this transaction includes a dwelling built prior to 1978, the attached Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards is made part of this contract. The attached Buyer's Packet of the real estate auction is made a part of this contract.

Pursuant to the following:

Listing Licensee, Wes Schlobohm of Keller Williams Legacy Partners, Inc., is functioning as:

☐ Transaction Broker ☒ Designated Seller's Agent ☐ Seller's Agent

Selling Licensee, _____ of _____, is functioning as:

☐ Transaction Broker ☐ Designated Buyer's Agent ☐ Buyer's Agent
☐ Seller's Agent ☐ Designated Seller's Agent
☐ Buyer is Not Represented by 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 agents(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 an agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT OF THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as agent of the Buyer have a duty to represent the Buyer's interest and will not be the agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR 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 does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction.

All deferred payments not already secured by deed(s) of trust shall be evidenced by note(s), signed by buyer, secured by deed(s) of trust, at option of seller, on the above described property, containing provisions, drawing interest from the delivery of deed, on the terms specified above.

Seller shall not make any payments required on existing deed(s) of trust until date of delivery of deed; and it is provided herein that such property is being sold subject to any existing deed(s) of trust, Buyer shall date, reimburse seller for any principal reductions not already in computing payment of purchase price and for any deposits held by the holder of any deed(s) of trust. The rental from said property, if any, and the interest on any existing deed(s) of trust to which this sale is made subject, shall be prorated between seller and Buyer as of the date of delivery of the deed.

Seller shall not 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 accepted and paid by the buyer on the basis of the calendar year, as of the date of delivery of the deed.

Seller shall within ten days, unless defect in title shall appear upon examination, and in that event within thirty days, from date hereof, deliver to Buyer or Buyer's 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 Seller hereunder, to issue to Buyer forthwith, after Seller's Special Warranty Deed shall be placed of record, its owner's 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 than 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 Special Warranty Deed from seller to buyer, properly executed and conveying said property in fee simple to buyer, all liens and encumbrances, if any, will be accepted by the Buyer; Buyer shall then and there pay to said Title Company, for account of the seller the balance, if any, of said cash payment and deliver to said Title Company, as agent for Seller, the note(s) and deed(s) of trust, if any, herein before provided for, and furnish policies for the account and necessary for the protection of the holder(s) of any deed(s) of trust, containing loss clause(s) payable to the holder(s) of such deed(s) of trust as interest(s) may appear.

When said Title Company shall be ready to deliver its said 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 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.

If before the recording of the deed any of the improvements on said property are destroyed or substantially damaged by fire, lightning 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 the 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.


Irrevocable Offer: This offer will remain valid, irrevocable, and available for the Seller's acceptance until 24 Hours from LAST BID

(Signature Page follows)

CAREFULLY READ THE TERMS AND CONDITIONS BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

ALL PARTIES AGREE THAT THIS TRANSACTION CAN BE CONDUCTED BY ELECTRONIC MEANS ACCORDING TO THE UNIFORM ELECTRONIC TRANSACTION ACT AS ADOPTED IN KANSAS AND MISSOURI

SELLER hereby authorizes Closing Agent to obtain payoff information from Seller's Lender.

 9/6/2025

Seller / Date

Buyer / Date

Seller / Date

Buyer / Date

Address

Address

Keller Williams Legacy Partners, Inc

Name of Listing Broker (Please Print)

Name of Selling Broker (Please Print)

WES E. SCHLOBOHM

Name of Licensee Assisting Seller (Please Print)

Name of Licensee Assisting Buyer (Please Print)

816-564-2574

Listing Licensee Phone # Fax #

Selling Licensee Phone # Fax #

weskc@kw.com

Listing Licensee Email Address

Selling Licensee Email Address

DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS _____

(Effective Date to be completed by Licensee assisting the last party signing this Contract)