

***Atterberry Auction & Realty Company  
7912 I-70 Dr SE Columbia MO 65202***

**CONTRACT FOR THE SALE OF REAL ESTATE**

**THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE**

THIS CONTRACT, made and entered into this Click here to enter text. day of Click here to enter text., Click here to enter text., by and between Click here to enter text., the Seller and \_\_\_\_\_ **and/or Assigns**, the Buyer. The terms Seller and Buyer may be either singular or plural according to whichever is evidenced by the signature below.

WITNESSETH: For and in consideration of the mutual obligations of the parties hereto, the Seller hereby agrees to sell and convey unto the Buyer and the Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the following described real estate situated in the County of **Boone**, State of Missouri, to Wit: Addressed As: Click here to enter text.

Click here to enter text.

**Subject to easements, restrictions, covenants and other matters of record.**

**Property sold in as-is condition with no warranties implied by the Sellers or Atterberry Auction and Realty Company.**

together with the following described personal property, if any, now located thereon to wit; electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, window shades, Venetian blinds, curtain rods, storm doors and windows, screens, awnings, attached mirrors, TV antenna, automatic garage door openers, Click here to enter text. Subject, however, to any reservations, easements or restrictions of record and any zoning laws, regulations or ordinances affecting the said property, as will not materially interfere with such use of the property as the buyer might reasonably expect to make in view of the general character of the area and neighborhood in which the property is located.

**Bid Price:**Click here to enter text **Buyer's Fee:**Click here to enter text **Total Contract Price** Click here to enter text

The price of the property shall be Click here to enter text.DOLLARS

to be paid by the Buyer as follows: Click here to enter text. at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged by the Seller, and which is deposited with **Boone Central Title Co.** as agent for the Seller, as earnest money, and as a part of the purchase price and consideration for this agreement, and upon delivery of the deed as hereinafter provided, the Buyer shall pay the balance of the purchase price to Seller as follows: if Seller agrees to finance part of the purchase price as hereinafter set forth, then by delivering the note and deed of trust as hereinafter provided; or if Buyer is assuming and agreeing to pay the note secured by a deed of trust which is presently outstanding as hereinafter set forth, then by Buyer accepting delivery of a deed containing the assumption agreement; and by delivery to Seller the remaining balance of the purchase price, if any, in cash or by certified check. **Non-refundable deposit:** Buyer authorizes Atterberry Auction & Realty Company to disburse the non-refundable deposit of Click here to enter text. to the seller if buyer does not close on the property by Click here to enter a date. Buyer(s) initials\_\_\_\_\_. All of the General Sales Conditions and Closing Practices and any Financing or Special Agreements, all as set forth below and on the reverse side hereof, are hereby made a part of this contract. Permission is hereby granted by Seller and Buyer for the agent to provide sales data information of this transaction, including selling price and property address, to the local Board of REALTORS, its members, member's prospects, appraisers and other professional users of real estate sales data.

The sale under this contract shall be closed at the office of **Title Company or Lender** in [Click here to enter text.](#), Missouri, on or before the [Click here to enter a date.](#), **9:00** o'clock **A.M.**, or at such other time and place as the parties may mutually agree. If there are defects in the title to the property which require correction, then the time of closing may be extended by the application of the provision of said General Closing Conditions and Sales Practices.

Possession shall be delivered to the Buyer at the time of closing or within **0** days thereafter, subject to the rights of **N/A** who occupies the premises.

The Seller agrees to pay Atterberry Auction & Realty Company, the agent, the commission agreed upon between them of **--** percent of sales price plus all advertising expense.

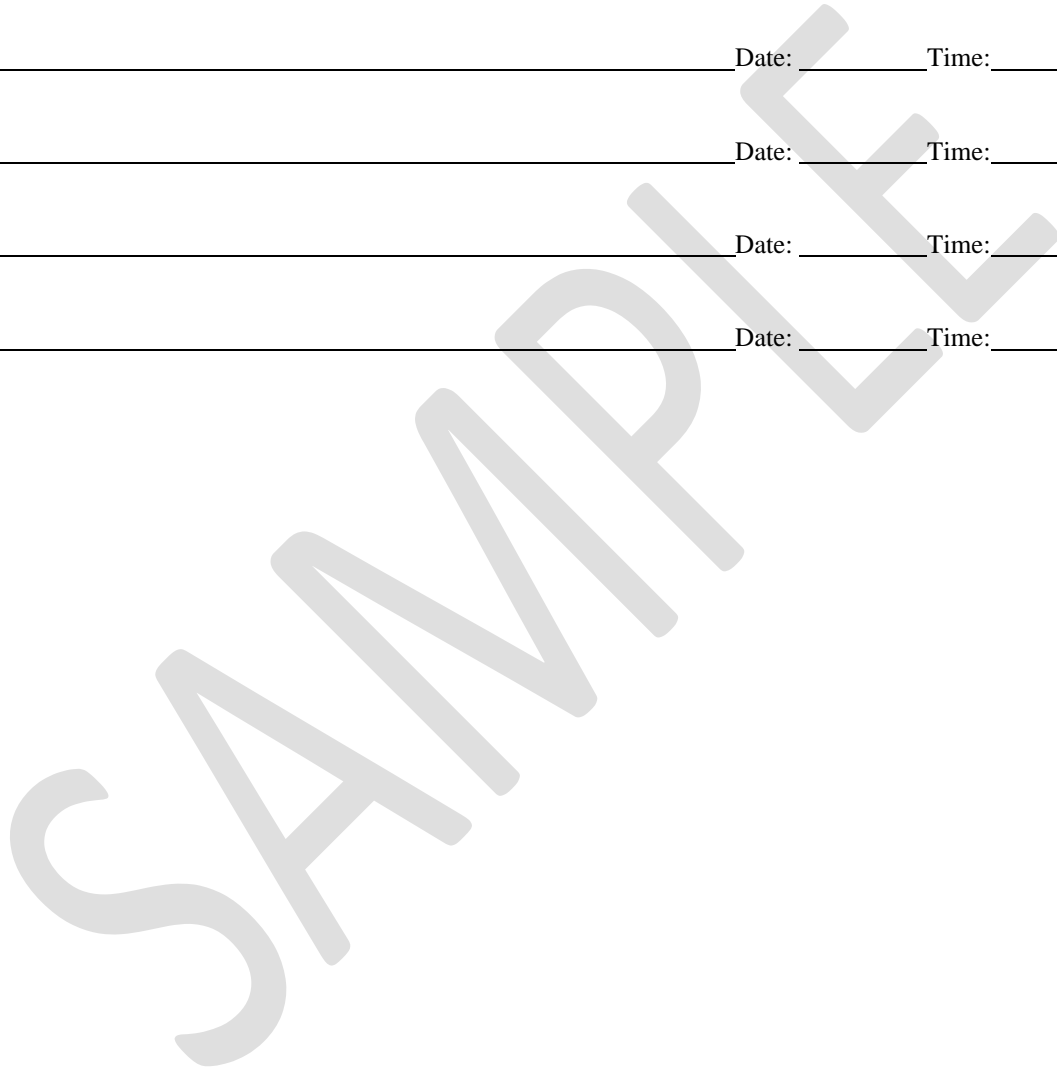
IN WITNESS WHEREOF, the Buyer has executed this agreement on the day and year first above written and acknowledges receipt of one copy of this contract.

X Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ .M.

X Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ .M.

X Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ .M.

X Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ .M.



## GENERAL CLOSING CONDITIONS AND SALES PRACTICES

The marginal captions of the various paragraphs hereof are intended solely for convenience of reference and shall not be deemed to modify, place any construction upon, or explain provision of this contract.

- Defect On Title:* The Buyer shall have ten (10) days after such delivery to examine said title commitment and if the title of said real property is defective, the Buyer shall specify the objections in writing and deliver the same to the Seller at the office of the agent within ten (10) days after such delivery of the title commitment. The Seller shall have any such defects corrected within sixty (60) days from the date of delivery of such objections. Any defects appearing in the title commitment and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the title commitment is concerned. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections then this contract shall be null and void and the earnest money deposited as aforesaid shall be returned to the Buyer and the title commitment returned to the Seller.
- Title Insurance:* The Seller may within 30 days hereof deliver to Buyer a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in the amount of the purchase price of the property, naming the Buyer as the Insured and issued by a title insurance company licensed to write title insurance in Missouri which policy shall insure the owner's title to be marketable in fact as called for by this contract and shall provide that a policy shall be issued immediately after the Seller's general warranty deed to the Buyer is placed of record. All costs of owner's title insurance, including the premium of the final owner's title policy, will be paid by the Seller unless otherwise herein provided.
- Title Standards:* It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar. It is also agreed that any encumbrances or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the Buyer, provided the Seller furnishes the affidavits, or other title papers, if any described in the applicable standard.
- Seller to Convey  
By Warranty  
Deed:* If the title to said real property be marketable in fact as called for herein, the Seller shall deliver for the Buyer at the office of said Seller's agent a general warranty deed free and clear from all liens and encumbrances whatsoever, except as herein provided, and the buyer shall then and there pay the balance, If any, of said cash payment and deliver to the Seller the note and deed of trust, If any, hereinbefore provided for.
- Taxes,  
Assessments, and  
Rents:* The Seller shall pay in full all State, County and Municipal taxes and assessments, general and special, which are a lien on said property except taxes for this calendar year which shall be prorated as of the date of the delivery of the deed. If the amount of taxes cannot then be ascertained, proration shall be computed on the amount of general taxes for the preceding calendar year: The rental from said real property, If any, shall go to the Seller prorated to date of delivery of the deed and to the Buyer thereafter. Security deposits and advance rents, if any, shall be paid to Buyer at closing. In the event Seller has paid to any lender a deposit for taxes, such amounts shall be applied toward the payment of Seller's obligation under this paragraph and shall be assigned to Buyer and Buyer shall reimburse Seller for any excess over the amount of Seller's obligation for prorated taxes hereunder, and if such deposit is not sufficient to satisfy Seller's obligation hereunder, Seller shall pay to Buyer the amount of any difference.
- Parties to Perform  
Promptly:* It is understood and agreed that because of the commitments of the parties, that time is of the essence of this agreement, and if the Seller has kept Seller's part of this agreement by furnishing marketable title as herein provided, then the money deposited as aforesaid shall be paid over to the Seller as liquidated damages, actual damages being difficult If not impossible to ascertain, and this agreement may or may not be thereafter operative, at the option of the Seller. Seller's agent shall not be liable for the earnest money to be deposited as herein provided until actually in the form of cash in the hands of the agent. If Buyer shall fail to pay additional earnest money deposit when due (If required by the contract) or if the earnest money deposit is to be paid over to Seller as liquidated damages because of failure of Buyer to perform as herein under provided, then the earnest money deposit shall go first toward reimbursing expenses of Seller incurred in this transaction, and the balance to be paid One Half (1/2) to Seller and One Half (1/2) to Seller's named agent in lieu of commission, provided however, that the said agent shall in no event receive any sum of money for his services greater than the amount agreed to as commission. Seller and Buyer agree that in the event of a dispute over the return or forfeiture of any earnest money held by the broker, the broker shall hold said deposit in his escrow account until the Broker obtains written release from all parties consenting to disposition or until a civil action is filed to determine disposition at which time the Broker may pay the funds into court.
- Liquidated  
Damages:*

*Property to be  
Kept Insured:*

It shall be Seller's obligation to keep the improvements on the said property fully insured until the date of delivery of the deed to the Buyer. If the improvements on the said property are substantially damaged or destroyed by fire or other casualty prior to the closing of this sale, then the Buyer shall have the option of accepting all of the insurance proceeds and proceeding with his performance under this contract, or canceling this contract whereupon the earnest money deposited as aforesaid shall be returned to the Buyer and the title commitment returned to the Seller. In the event the Buyer accepts the Insurance proceeds and performs under this contract and Seller has agreed herein to finance a part of the purchase price, then Buyer must either use the Insurance proceeds to restore the improvements, or Seller at Seller's election can cancel this contract.

*Prevailing  
Party:*

In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

It is further understood that the agent makes no guarantee or representation as to the title of said real property, or discrepancies that survey may reveal, or as to the repair or condition of any of the buildings or improvements situated upon said above described real property.

#### **SPECIAL AGREEMENTS**

SAMPLE