

REAL ESTATE SALE CONTRACT

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made this 22nd day of October, 2024 (the "Effective Date"), by and between **U.S. Bank, N.A., as Trustee of the Birt W. McClure Declaration of Trust dated May 16, 1988**, hereinafter called "Seller," and _____ hereinafter called "Buyer".

1. **Property.** Seller hereby sells to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth herein, certain real property located in Washington Township, DeKalb County, Missouri, as more particularly described on Exhibit A attached hereto and made a part hereof by reference, and hereinafter referred to as the "Property."

2. **Encumbrances.** Title to the Property shall be good and marketable and such as can be insured by St. Joseph Title, LLC, located at 3901 Oakland Avenue, St. Joseph, Missouri (the "Title Company"), subject to all covenants, easements, restrictions, encroachments and other matters of record or otherwise. The Property is also to be sold subject to applicable zoning laws and other matters of jurisdiction by appropriate governmental units.

3. **Price.** The purchase price for the Property shall be _____ Dollars (\$_____).

The Purchase Price shall be paid by Buyer as follows:

Ten percent (10%) of the Purchase Price shall be deposited as non-refundable earnest money with the Title Company as escrow agent, to be deposited by Buyer on the Effective Dates of this Contract (the "Deposit"). The balance of the purchase price shall be paid by certified check, wired or other readily available funds at the Closing of this sale. The Deposit shall be held, paid and disbursed by the Title Company on the following terms and conditions:

- (a) As a credit toward the purchase price at the Closing herein;
- (b) If Closing of this transaction shall fail to occur due to Buyer's termination of this Contract pursuant to a right granted hereunder, the Deposit shall be refunded and returned to Buyer.
- (c) If the Closing of this transaction shall fail due to Buyer's breach hereof, then all of the Deposit shall be delivered to Seller.

4. **Taxes and Assessments.** The Seller shall pay all taxes, general and special, and all special assessments against said Property which are due and have accrued, on or prior to the closing date, and the Buyer shall assume all of such taxes and assessments and installments of unpaid special assessments becoming due and accruing thereafter. Any taxes becoming due and accruing during the calendar year of the Closing shall be prorated between Seller and Buyer on the basis of said calendar year, as of the date of Closing. If the amount of such assessment to be prorated cannot be ascertained, proration shall be computed on the amount thereof for the preceding year.

5. **Survey.** Buyer has been provided with a survey of the Property (the "Survey") at Seller's sole cost and expense.

6. **Title Insurance.** Seller shall, at Seller's cost, within ten (10) days after the Effective Date of this Contract, obtain a Commitment for the issuance of an Owner's Title Insurance Policy (the "Title Commitment") in the amount of the Purchase Price.

The Property shall be conveyed subject to the following exceptions to good and marketable title:

- (a) General state, county and municipal real estate taxes for the fiscal tax year of closing and subsequent years; and

- (b) Installment payments of special assessments (if any) becoming due after the date of closing; and
- (c) Ordinances and zoning laws in effect on the date of this Contract; and
- (d) All covenants, easements, servitudes, reservations and restrictions shown in the Title Commitment or otherwise.

7. **Costs and Prorations.** The Title Company is hereby instructed to allocate costs and expenses which shall be incurred in the closing of this Contract and to make prorations as set forth in this section.

(a) **Escrow and Closing Fees.** Seller and Buyer shall share equally the escrow and closing fees charged by Title Company.

(b) **Title Fees.** The cost of the premium for the standard Owner's Title Insurance Policy in the amount of the Purchase Price shall be paid by Seller. In the event Buyer shall elect to obtain an extended coverage ALTA owner's or any other title insurance coverage other than the standard owner's policy, Buyer shall pay the additional cost thereof, together with any and all costs and expenses, including costs of any survey requirements that may be required in order to provide such coverage. Buyer shall also pay the cost of all endorsements desired by Buyer.

(c) **Tax and Assessments.** Taxes and assessments shall be allocated and prorated in accordance with the provisions of Section 4 of this Contract.

8. **Closing.** The closing of this transaction shall occur at the Title Company not later than November 21, 2004 at a time mutually agreed upon by the parties (the "Closing").

At the Closing, Seller shall forthwith deliver to said Title Company for its approval and recording a Trustee's Deed from Seller to Buyer, properly executed and conveying said property in fee simple to Buyer, free and clear of all liens and encumbrances whatsoever except as provided in this Agreement, and Buyer shall then and there pay to said Title Company, for the account of Seller the balance of the purchase price, adjusted by the prorations provided herein.

This Agreement shall be deemed to be consummated upon the delivery of the Purchase Price to Seller by the Title Company, Buyer shall at such time be entitled to receive the Title Company's title insurance Owner's policy. The Trustee's Deed shall be delivered to Buyer as soon as it has been recorded and is obtainable from the Recorder of Deeds.

9. **Notices.** Notices to be given pursuant to this Contract shall be sent by certified mail as follows:

To Seller: U.S. Bank, N.A., as Trustee of the Birt W. McClure Declaration of Trust
 dated May 16, 1988
 415 Francis Street
 St. Joseph, MO 64501
Attn: Courtney Jimenez

To Buyer: _____

Attn: _____

10. **Commission.** Seller has retained Steffes Group, Inc. and will be responsible for paying any fee or commission due on this transaction. Except as otherwise provided herein, each party represents and warrants that it has neither engaged nor dealt with any other broker, realtor, or agent or any other representative entitled to the

commission in connection with this transaction and each party hereto shall indemnify the other for any breach of this representation.

11. **Warranties and Representations of Seller.** As a material inducement for Buyer to enter into this Agreement, Seller makes to Buyer the following warranties and representations, which shall be as true as of the date hereof and unless otherwise noted, as of the Closing:

(a) **Authority Relative to this Agreement.** The execution, delivery and performance of this Agreement and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Agreement on behalf of Seller, has been duly authorized and approved by all requisite action on the part of Seller.

(b) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRUSTEE'S DEED, BUYER ACKNOWLEDGES AND AGREES THAT SELLER, ANY BROKER OR AUCTIONEER, AND THEIR EMPLOYEES AND AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR (F) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID AND BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND BUYER AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATION AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AUCTIONEER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS EXCEPT AS SET FORTH IN THIS AGREEMENT. IT

IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

12. **Warranties and Representations of Buyer.** Buyer makes to Seller the following representations and warranties, which shall be as true as of the date hereof and unless otherwise noted, as of the Closing:

(a) **Legal Capacity.** Buyer has full legal capacity to execute and deliver this Agreement and to perform all of its obligations hereunder.

(b) **Power.** This Agreement and all other agreements, instruments and documents required to be executed or delivered by Buyer pursuant hereto have been or (if and when executed) will be duly executed and delivered by Buyer, and are or will be legal, valid and binding obligations of Buyer.

13. **Miscellaneous:**

(a) **Special Provisions.** It shall be the responsibility of the Buyer to report to the DeKalb County Farm Service Agency (FSA) office and present the filed Deed to receive any of the following, if applicable: allotted base acres, any future government programs and Conservation Reserve Program (CRP) proration. Buyer hereby agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility of the Property in the Conservation Reserve Program. Buyer also hereby accepts all responsibility and liability for an actions or inactions of Buyer which endangers (or could endanger) eligibility of the Property for the CRP or actions that would require repayment of the CRP payment or payments previously paid. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all actions, loss, claims, demands, lawsuits, fines or liability which may arise against Seller from the FSA or related governmental entity as a result of the actions or inactions of Buyer.

In addition, this transaction is not contingent upon Buyer's financing or any other Buyer contingencies. Buyer shall be responsible at its sole cost and expense for all fencing in accordance with applicable law, installing any ingress/egress to the Property, any environmental or other clean-up of the Property.

(b) **Entire Understanding.** This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understanding, representations and statements, and all prior written agreements, understandings, representations and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(c) **Seller Default.** If Seller shall have failed to perform any of the covenants and agreements contained herein to be performed by Seller as specified herein (including Seller's obligation to close), Buyer may elect either to (a) terminate this Agreement by written notice to Seller with a copy to the Title Company, in which event the Deposit shall be returned immediately to Buyer, and neither party shall have any further rights or obligations hereunder except as otherwise expressly provided below or elsewhere in this Agreement; or (b) proceed to close hereunder, in which event Buyer may file an action for specific performance of this Agreement. Except as provided above, Buyer shall have no other remedy for any default by Seller.

(d) **Buyer Default.** In the event that Buyer defaults in its obligations to close the purchase of the Property for any reason whatsoever, then as Seller's sole and exclusive remedy, the Title Company shall deliver the existing Deposit to Seller, it being agreed that the amount of such Deposit constitutes liquidated damages, it being further understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such damage. Seller shall have

no other remedy for any default by Buyer, including, without limitation, any right to specific performance or damages.

(e) Successors And Assigns. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns. Buyer may assign its interest in this Agreement only with the written consent of Seller, which consent will not be unreasonably withheld.

(f) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Missouri, and shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted.

(g) Time of the Essence. Time is of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall ipso facto be extended to 5:00 P.M., Central Time of the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State in which the Property is located for observance thereof.

(h) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement. The headings of various Paragraphs in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

(i) Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. All parties to this Agreement need not sign the same counterpart of this Agreement provided that all parties have signed at least one counterpart of this Agreement. If a party executes a counterpart of this Agreement and transmits it to the other party by facsimile (or other digital image), the same shall constitute the due execution and delivery of this Agreement and shall have the same effect as the hand delivery of an originally executed counterpart hereof.

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IN WITNESS WHEREOF, said parties hereunto have executed this Agreement as of the date first above written.

U.S. Bank, N.A., as Trustee of the Birt W. McClure Declaration of Trust dated May 16, 1988

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT A

LAND DESCRIPTION

Beginning at the North Quarter Corner of Section 36, Township 58 North, Range 33 West, Dekalb County, Missouri; thence along the East of the Northwest Quarter of said section South 00 degrees 26 minutes 33 seconds East, 1324.51 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter; thence along the South line of the Northeast Quarter of the Northwest Quarter South 89 degrees 38 minutes 35 seconds West, 1339.47 feet to the Southwest Corner of the Northeast Quarter of the Northwest Quarter; thence along the West line of the Northeast Quarter of the Northwest Quarter North 00 degrees 30 minutes 26 seconds West, 1050.77 feet to the South right-of-way line of SW Bayfield Road; thence departing from said line and along said right-of-way line North 54 degrees 36 minutes 51 seconds East, 1628.83 feet to the East line of the Southwest Quarter of Section 25, Township 58 North Range 33 West; thence along said East line South 00 degrees 54 minutes 59 seconds East, 661.23 feet to the Point of Beginning.