

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 21st day of March, 2019, by and between the **ESTATE OF LARRY DEAN ROBERTSON, DECEASED**, of Clark County, Missouri, **Seller**, and _____, **Buyer(s)**, **WITNESSETH:**

1. The legal description of the subject property is:

Tract 1: All that part of the Southwest Fourth of the Northeast Fourth of the Southwest Quarter lying south of the center of the main channel of Linn Branch; also a tract described as commencing at a point on the west line of the Southeast Fourth of the Northeast Fourth of the Southwest Quarter of Section Thirty-one (31) where the center of the main channel of Linn Branch crosses said line, running thence south of said line 12 rods, thence east 13 rods, thence north 12 rods, more or less, to the center of main channel of Linn Branch, and thence in a northwesterly direction following the meanderings of Linn Branch to the place of beginning, and containing ten (10) acres, more or less; 24.63 acres, part of the South Half of the Northwest Quarter; the West Fourth of the Northeast Fourth of the Southwest Quarter; and 7.37 acres, the southeast part of the north end of the Northwest Fourth of the Southwest Quarter; all in Section Thirty-one (31), Township Sixty-six (66) North, Range Eight (8) West. Also, the Northwest Fourth of the Northwest Quarter of Section Thirty-one (31), Township Sixty-six (66) North, Range Eight (8) West.

Tract 2: A fractional part of an irregular shape of the south end of the Northwest Fourth of the Southwest Quarter of Section Thirty-one (31), Township Sixty-six (66) North, Range Eight (8) West, containing 29.84 acres, more or less.

2. The purchase price is _____ Dollars (\$ _____), payable as follows: ten percent down as a non-refundable deposit at the time of signing this contract and the balance in cash or ready funds at closing.

3. Merchantable title of record and in fact shall be conveyed by Personal Representatives' Deed free and clear of all encumbrances as herein provided.

4. Seller shall, within fifteen (15) days from the date hereof, deliver to the Buyer(s) a title commitment for an owner's policy of title insurance to said premises, prepared and certified to

date by a licensed title insurance agent and showing merchantable title of record in Seller. Buyer(s) shall have ten (10) days from receipt of the title commitment to deliver to Seller in writing any objections to title, and any objections to defects appearing in the title commitment not so made, except liens of record, shall be deemed waived. Any defects in title shall be corrected by the Seller within thirty (30) days from receipt of notice of such defects, provided that if such defects cannot be corrected within said time, then this contract shall be void and the money paid by the Buyer(s) herewith shall be returned to Buyer(s) and the title commitment canceled. In the event Buyer(s) shall fail or refuse to perform his/her/their obligations under this Contract for any reason other than defects in title which cannot be corrected within the times herein provided, or as extended by the parties by mutual agreement, then Seller shall be entitled to retain the down payment as liquidated damages for Buyer('s)(s') breach, it being agreed by the parties that the calculation of damages hereunder is difficult. Buyer(s) further agree(s) that his/her/their/its obligations hereunder are not contingent on the existence of any other fact or factor, including, without limitation, financing or the ability of Buyer(s) to obtain a loan or other financing for the purchase price of the property as herein contemplated.

5. Taxes for the year 2019 shall be prorated as of the date of closing. Any special assessments becoming a lien after the date hereof shall be paid by the Buyer(s).

6. Seller shall pay for the preparation of the Deed of conveyance, the cost of the title search and issuance of the title insurance commitment, the cost of the premium for the owner's policy of title insurance and one-half of the cost of closing in the transaction. Buyer(s) shall pay all cost of any loan policy of title insurance, and one half of the cost of closing in the transaction.

7. The transaction shall be closed on or before May 7, 2019, in the office of H. Scott Summers, or at such other location as the parties may agree, at which time all money and papers shall be delivered and transferred and absolute possession of the property shall be delivered to the Buyer(s).

8. Seller shall promptly report this sale of real estate to the Probate Division of the Circuit Court of Clark County, Missouri, and thereafter seek approval of this sale by said Court. In the event the Circuit Court of Clark County, Missouri, shall hereafter not approve this sale then Seller's obligations hereunder shall terminate and Buyer('s)(s') down payment shall be refunded without interest.

9. The payment from the U. S. Department of Agriculture Conservation Reserve Program (CRP) for the property for the current year shall be prorated as of the date of closing.

10. Buyer(s) agree(s) to keep the property enrolled in the Conservation Reserve Program (CRP Program) of the U. S. Department of Agriculture and maintain the property in strict compliance with all rules and regulations of said program. In the event Buyer(s) fail(s) to maintain the property in compliance with the rules, regulations and provisions of the CRP Program then Buyer(s) shall be responsible to repay to the U. S. Department of Agriculture all amounts paid to any party (Seller or Buyer(s)) in connection with the CRP contract on the described property. Further, Buyer(s) shall indemnify and hold harmless the Seller from any loss, cost, expense, including legal fees and litigation expenses, and/or repayment to the U. S. Department of Agriculture as a result of Buyer(s) failure to maintain the property in full compliance with the rules and regulations of the CRP Program.

11. The parties agree that in no event shall Seller be required to furnish to Buyer(s) a survey for the property. Buyer(s) further agree(s) that he/she/they/it is/are familiar with the property and has/have carefully inspected same to his/her/their/its satisfaction and is/are purchasing the property in its "as is" condition. Buyer(s) shall be solely responsible for the installation and maintenance of any entrance(s) to the described property.

12. This contract shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have subscribed their names in duplicate,

the day and year first above written.

DONALD ROBERTSON - SELLER

JOHN ROBERTSON - SELLER

- BUYER

- BUYER