

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this _____ day of February, 2021, by and between TERRY LEHRMAN AND MICHELE C. LEHRMAN, HIS WIFE of Nodaway County, Missouri, Sellers, and _____, of _____ County, _____, Buyer(s), WITNESSETH:

1. The legal description of the subject property is:

The East Half of the Northeast Quarter of Section 5, Township 66 North, Range 36 West, **EXCEPT** Beginning at the Northwest Corner of the East Half of the Northeast Quarter of said Section 5, thence 120 feet East, thence 180 feet South, thence West to the West line of said East Half of the Northeast Quarter, thence North to Place of Beginning; **AND EXCEPT** Commencing at the Northeast corner of Section 5, Township 66 North, Range 36 West, Nodaway County, Missouri, thence with the East Line of said Section South 00 degrees, 33 minutes 37 seconds West 33.23 feet to the Point of Beginning, said Point being on the South right-of-way line of Missouri Route JJ; thence continuing with the East Line of said Section 5, South 00 degrees 33 minutes 37 seconds West 2,571.73 feet to the East Quarter Corner of said Section 5; thence with the South Line of the Northeast Quarter of said Section, North 88 degrees 54 minutes 43 seconds West, 1,487.99 feet; thence departing said Line, North 42 degrees 09 minutes 46 seconds East 238.77 feet; thence North 78 degrees 23 minutes 35 seconds East 348.17 feet; thence South 89 degrees 37 minutes 26 seconds East 275.32 feet; thence North 53 degrees 56 minutes 58 seconds East 205.38 feet; thence North 78 degrees 14 minutes 09 seconds East 106.91 feet; thence North 33 degrees 38 minutes 46 seconds East 235.40 feet; thence North 10 degrees 39 minutes 30 seconds East 200.38 feet; thence North 39 degrees 02 minutes 47 seconds West 151.29 feet; thence North 15 degrees 56 minutes 55 seconds West 165.58 feet; thence North 77 degrees 19 minutes 25 seconds West 141.28 feet; thence North 29 degrees 07 minutes 32 seconds West 182.10 feet; thence North 40 degrees 34 minutes 57 seconds West 158.91 feet; thence North 01 degrees 30 minutes 15 seconds East 605.86 feet; thence North 18 degrees 31 minutes 29 seconds West 417.09 feet to the South right-of-way Line of Missouri Route JJ; thence with said Line, South 88 degrees 18 minutes 36 seconds East 880.42 feet to the Point of Beginning; **ALSO EXCEPT** Commencing at the Northeast Corner of Section 5, Township 66 North, Range 36 West, Nodaway County, Missouri, thence with the East Line of said Section South 00 degrees 33 minutes 37 seconds West 33.23 feet to the South right-of-way line of Missouri Route JJ; thence with said Line, North 88 degrees 18 minutes 36 seconds West 1,114.81 feet to the Point of Beginning; thence departing said Line, South 00 degrees 43 minutes 37 seconds East 167.96 feet; thence North 89 degrees 16 minutes 23 seconds East 40.00 feet; thence South 00 degrees 43 minutes 37 seconds East 150.62 feet; thence North 87 degrees 36 minutes 13 seconds West 70.00 feet to the Southeast Corner of a tract of land surveyed July 7, 2006 by Missouri PLS No. 1345 and recorded in Nodaway County Survey Record Book 4 at Page 43; thence with the East Line of said tract, North 00 degrees 43 minutes 37 seconds East 316.04 feet to the Northeast Corner of said tract, said point being on the South right-of-way line of Missouri Route JJ; thence with said Line South 88 degrees 18 minutes 36 seconds East 29.92 feet to the Point of Beginning; **ALSO EXCEPT** Commencing at the North Quarter

Corner of said Section 5, Township 66 North, Range 36 West, Nodaway County, Missouri; thence along said Quarter Section Line, South 00 degrees 21 minutes 23 seconds West 36.32 feet to the Point of Beginning; thence along the Southern Right-of-Way of Missouri Route JJ the following courses and distances: South 88 degrees 43 minutes 37 seconds East 222.44 feet to Station 117+00/35' Right; thence South 85 degrees 51 minutes 57 seconds East 100.12 feet to Station 118+0/40' Right; thence North 88 degrees 24 minutes 34 seconds East 100.12 feet to Station 119+00/35' Right; thence South 88 degrees 38 minutes 11 seconds East 620.17 feet to the Northwest corner of a tract of land surveyed by Don Turner, LS 1345 and recorded in Survey Book 4, Page 43 with the Nodaway County Recorder of Deeds; thence along the West Line of said survey, South 02 degrees 10 minutes 45 seconds West 466.47 feet (record = 466.41 feet); thence departing said survey, North 89 degrees 11 minutes 19 seconds West 351.91 feet; thence North 49 degrees 50 minutes 53 seconds West 255.20 feet; thence South 89 degrees 26 minutes 44 seconds West 497.71 feet; thence along Quarter Section Line, North 00 degrees 21 minutes 23 seconds East 325.37 feet to the Point of Beginning. **ALSO EXCEPT** Commencing at the Northeast Corner of Section 5, Township 66 North, Range 36 West, Nodaway County, Missouri; thence along Section Line, North 88 degrees 28 minutes 41 seconds West 1071.13 feet; thence departing said line, South 01 degrees 31 minutes 19 seconds West 30.02 feet to the Point of Beginning; thence South 14 degrees 01 minutes 00 seconds East 109.43 feet; thence South 15 degrees 56 minutes 23 seconds East 77.84 feet; thence South 07 degrees 09 minutes 30 seconds East 59.50 feet; thence South 06 degrees 16 minutes 31 seconds West 79.93 feet; thence North 87 degrees 20 minutes 01 seconds West 45.75 feet to the Southeast corner of a tract of land surveyed by Troy Hayes, PLS 2219 and recorded in Survey Book 5, Page 11 with the Nodaway County Recorder of Deeds; thence along East Line of said survey the following courses and distances: North 00 degrees 39 minutes 25 seconds West 151.12 feet (record = 150.62 feet); thence South 89 degrees 19 minutes 02 seconds West 40.11 feet (record = 40.00 feet); thence North 00 degrees 40 minutes 53 seconds West 168.06 feet (record = 167.96 feet); thence along the Southern Right-of-Way Line of Missouri Route JJ, South 88 degrees 16 minutes 41 seconds East 43.00 feet to the Point of Beginning. **AND**

The West Half of Lots 1 and 2 of the Northeast Quarter (otherwise described as the West Half of the Northeast Quarter of Section 5, Township 66 North, Range 36 West, Nodaway County, Missouri, **EXCEPT** A tract of land being a part of the North Half of Section 5, Township 66 North, Range 36 West, Nodaway County, Missouri, described as: Commencing at the East Quarter Corner of said Section 5; thence North 90 degrees 00 minutes 00 seconds West 1312.79 feet; thence North 00 degrees 00 minutes 00 seconds East 2152.48 feet to the true Point of Beginning; thence South 89 degrees 22 minutes 17 seconds West 303.89 feet; thence North 02 degrees 11 minutes 36 seconds East 466.41 feet to the South right-of-way of State Highway "JJ"; thence along said right-of-way, South 88 degrees 47 minutes 36 seconds East 424.71 feet; thence South 89 degrees 01 minutes 25 seconds East 55.04 feet; thence departing Rte. "JJ" right-of-way, South 00 degrees 43 minutes 42 seconds East 316.04 feet; thence North 87 degrees 36 minutes 39 seconds West 199.27 feet; thence South 00 degrees 34 minutes 16 seconds East 145.15 feet to the Point of Beginning.

2. The purchase price is _____

_____ Dollars

(\$ _____,00), which amount includes a Buyer's premium of One Thousand Dollars (\$1,000.00) and a dry fertilizer and anhydrous ammonia (NH₃) balance of Eleven Thousand Five Hundred Eighty-six and 41/100, (\$11,586.41), payable as follows: Ten Per Cent (10%) down at the time of execution of this contract payable to First American Title, 2301 Village Dr., St. Joseph, Missouri, with the balance in cash or ready funds at closing.

3. Merchantable title of record and in fact shall be conveyed by warranty deed free and clear of all encumbrances as herein provided.

4. Sellers 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 Sellers. Buyer(s) shall have ten (10) days from receipt of the title commitment to deliver to Sellers 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 Sellers 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 him/her/them 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 Sellers 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/s') obligations pursuant to this Contract are not contingent or dependent on financing or the occurrence or nonoccurrence of any other event or condition other than Sellers' ability to convey marketable title as set forth herein.

5. Taxes for the year 2021 and all subsequent years shall be paid by Buyer(s). Any special assessments becoming a lien after the date hereof shall be paid by the Buyer(s).

6. All costs of document preparation, attorney's fees, title search and commitment, owner's policy of title insurance and the actual cost of conducting the closing of the transaction shall be paid by Sellers.

7. The transaction shall be closed on or before March 29, 2021, in the office of First American Title, 2301 Village Dr., St. Joseph, Missouri, 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. Buyer(s) has/have had the opportunity to inspect the real estate and make such inquiry with respect to the condition of the property as Buyer(s) determine necessary in connection with their purchase of the property. Buyer(s) acknowledge(s) that he/she/they is/are purchasing the property in its "as is" and "where is" condition and that he/she/they are not relying on any statements, advice or oral warranties from Sellers as to the condition of the property or its fitness for any particular purpose. Buyer(s) further agree(s) that Sellers shall have no obligation to make any clean-up, remediation(s) or correction(s) to any condition of the property of any kind or description. In the event that a site clean-up of the described property is or becomes necessary with respect to the property at any time, all obligations of clean-up and/or remediation shall be the obligation(s) of the Buyer(s). This paragraph shall survive closing of the sale herein contemplated.

9. 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.

SELLER

SELLER

BUYER

BUYER