

TRACT NO. _____ - _____ ACRES

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is made and entered into this 18th day of November, 2021 by and between George F. Uhlmeyer, Jr. Trust./Maxine Uhlmeyer Trust, hereinafter referred to as "Sellers", and _____, hereinafter referred to as "Buyer(s)".

1. The Seller hereby covenants and agrees that if the Buyer(s) shall first make the payments (the prompt performance of said payments being a condition precedent and time being the essence of said condition) the Seller will convey to the Buyer(s) in fee simple, clear of all encumbrances whatsoever, by a good and sufficient Trustee Warranty Deed, the following described real estate situated in Clark County, State of Missouri, and legally described as follows, to-wit:

2. The Buyer(s) covenant and agree to pay to the Sellers as the purchase price for said real estate the sum of \$ _____, of which ten percent (10%) or the sum of \$ _____ has been paid to the Sellers to Oak Hills Title Company by Buyer(s) upon execution of this agreement, receipt of which is hereby acknowledged by the Sellers. The balance of \$ _____ shall be due and payable in full by Buyer(s) to Sellers at closing, which shall be on or before December 20, 2021 at Oak Hills Title Company, 309 Lewis Street, Canton, Missouri.

3. Possession of said real estate shall be given to the Buyer(s) on date of closing.

4. The Sellers agree that the property will be in as good condition at the time of delivery of possession to the Buyer(s) as it is at the time of the execution of this agreement, natural wear and tear and loss or damage by fire, explosion, wind, lightning (without limitation as to the foregoing) or other casualty excepted.

5. The 2021 real estate taxes shall be paid by the Sellers. The 2022 real estate taxes and all subsequent real estate taxes will be the responsibility of the Buyer(s).

6. Closing costs will be split 50/50 between the Sellers and Buyer(s).

7. The Sellers agree to pay for and furnish the Buyer(s) with title insurance showing merchantable title to said premises vested in the Sellers, subject only to the exceptions herein set out, in reasonable time for examination and approval thereof before the date conveyance is to be made. If there is any defect in said title insurance, the transaction shall nevertheless be

consummated by payment of the purchase price and delivery of the deed; provided, however, that a sufficient portion of the purchase money shall be placed in escrow to protect the Buyer(s) and provide ample security to the said Buyer(s) after proper corrections are made. The cost of all entries in said title insurance subsequent hereto, not required to show marketable title in the Sellers, shall be paid for by the Buyer(s) or added to the balance due hereunder.

8. It is agreed between the parties that the property which is the subject of this contract is being sold "as is" and the Sellers make no warranties, expressed or implied, as to the condition of the property.

9. The property sells free and clear for the 2022 crop season.

10. In case of suit in equity or action at law to enforce any terms hereof, or the foreclosure of this contract, it is agreed that a reasonable attorney's fee shall be taxed as a part of the costs thereof.

11. In case of the failure of the Buyer(s) to make the payment herein provided to be made, or the Buyers' failure to perform any of the obligations herein contained, the Sellers may at the Sellers' option and in addition to all other remedies available to the Sellers, either at law or in equity, declare a forfeiture of the Buyer(s)' rights hereunder and the Buyer(s) shall forfeit down payment made on this contract.

12. It shall be the obligation of the Buyer(s) to report to the appropriate FSA Office and show filed deed in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs. C. CRP Prorate. D. Final tillable acres.

13. Buyer(s) agree to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer(s) agrees to accept responsibility and liability for any actions by the Buyer(s) which endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer(s) further agree to indemnify and hold harmless the Sellers for any recovery sought by the FSA due to actions of Buyer(s), which would violate the requirements of the CRP. In the event the Buyer(s) elects to take the ground out of CRP, the Buyer(s) will be responsible to the Sellers for any prorate of the CRP payment that the Sellers would have received.

14. The Buyer(s) shall be responsible for any fencing in according with state law.

15. The Buyer(s) shall be responsible for installing his/her own entrances if needed or desired.

16. All mineral rights, if any, held by Sellers will be transferred to Buyer(s) upon closing.

17. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.

18. If, in the future a site cleanup is required, it will be the expense of the Buyer(s).

George F. Uhlmeyer, Jr. Trust and
Maxine Uhlmeyer Trust

Buyer (Date)

By: _____
Karen Brown, Co-Trustee (Date)

Buyer (Date)

Address

City, State, Zip

Timothy D. Roberts - Attorney for Sellers
Anderson, Roberts, Porth,
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P.O. Box 1339
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319-754-7585

Attorney for Buyer(s)

Address

City, State, Zip

Phone Number