

**BILL NO.:** 4750

**ORDINANCE NO.:** \_\_\_\_\_

**Introduced by: Council Present**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE ATTACHED AGREEMENT FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 8408 ALDER AVENUE, BERKELEY MISSOURI**

**Now, Therefore, Be it ordained by the City Council of the City of Berkeley, Missouri, as follows:**

- Section 1.** The Mayor is hereby authorized to enter into and execute the attached agreements for the purchase of 8408 Alder Avenue, Berkeley Missouri.
- Section 2.** The attached sales agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** That this ordinance be in full force and effect from and after its passage.

1st Reading this 18<sup>th</sup> day of November 2019

2nd Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2019

3rd Reading, PASSED and APPROVED, this \_\_\_\_\_ **day of** \_\_\_\_\_ **2019**

\_\_\_\_\_  
Theodore Hoskins, Mayor

ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved As To Form:  
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___

This document has legal consequences.  
If you do not understand it, consult your attorney.

OST. LOUIS ASSOCIATION OF REALTORS®  
Approved by Counsel for the St. Louis Association of REALTORS®  
To be used exclusively by REALTORS®

Form #2049

07/16

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

SALE CONTRACT DATED: 8/13/2019 SALE CONTRACT #: 82814468

PROPERTY: 8408 Alder Ave. St. Louis, Mo. 63134

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Seller certifies that this home was built in 1978 or later
- Seller certifies that this home was built before 1978, but Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- Known lead-based paint and/or lead-based paint hazards are present in the house (explain):

(b) Records and reports available to the Seller (check one below):

- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list all documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial appropriate blanks)

Buyer has received copies of all information listed above. (Leave blank if none provided to Buyer.)

Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

Buyer has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. (To be completed by listing agent or if not listed, agent assisting buyer unless buyers agent receives all compensation from buyer).

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Theodore Hostkowi 8/15/19 8/16/19  
BUYER SIGNATURE DATE SELLER SIGNATURE DATE

Theodore Hostkowi Buyer Printed Name Mississipp Properties 2000 LLC by Nissim Atash Seller Printed Name

BUYER SIGNATURE DATE SELLER SIGNATURE DATE  
Theodore Hostkowi Nissim Atash

Buyer Printed Name Seller Printed Name

Alonzo Reed 8/13/19 8/13/19  
SELLING AGENT SIGNATURE DATE LISTING AGENT SIGNATURE DATE

Alonzo Reed Selling Agent Printed Name Alonzo Reed Listing Agent Printed Name

(NOTE: Any reference to a agent also includes a licensee acting as a Transaction Broker)

This document has legal consequences.  
If you do not understand it, consult your attorney.

© ST. LOUIS ASSOCIATION OF REALTORS®  
Approved by Council for the St. Louis Association of REALTORS®  
to be used exclusively by REALTORS®  
and members of the Real Association of Metropolitan St. Louis

Form # 2095

11/08

### POSSESSION BY SELLER AFTER CLOSING

Note: Occupancy by Seller after closing is not advisable. Buyer should not permit occupancy except under extraordinary circumstances. This form is for occupancy by Seller for a few days following closing. If Seller requires occupancy for more than a few days after closing, the parties should execute a lease. The parties should consult an attorney, verify insurance coverage for the period of occupancy by Seller and verify occupancy requirements of the lender.

SALE CONTRACT DATED: 8/13/2019 SALE CONTRACT # 828144468

PROPERTY: 8408 Alder Ave. St. Louis, Mo. 63134

BY AND BETWEEN: City of Berkeley, Buyer(s)  
and the undersigned Seller(s).

- Seller shall have the right to continue to occupy the property following the closing until 5pm on 9/14/2019 (Termination Date), and shall deliver possession of the property to the Buyer in the same condition as at closing.
- Seller shall credit Buyer, at closing, the amount of \$ NA, representing \$ NA per day for Seller's occupancy described above.
- a) Seller shall deposit at closing \$ NA with Buyer (or at Seller's election and expense a title company of Seller's choice) from which deposit, Seller shall pay liquidated damages of \$ NA per day for failure to vacate property as agreed.  
b) Seller shall make an additional deposit, at closing, of \$ NA with Buyer (or at Seller's election and expense, a title company of Seller's choice).

Seller shall notify Buyer at least 24 hours in advance of vacating and Buyer and Seller shall walk through the property at a day and time mutually agreed upon to inspect for any change in condition between closing and the inspection day. Seller shall pay Buyer the cost of repair of such damage, ordinary wear and tear excepted. Buyer and Seller acknowledge that any default by Seller would cause inconvenience and hardship to Buyer for which no measure of money damages will adequately compensate Buyer. Therefore, if Seller delays vacating the property beyond the Termination Date, Seller shall pay Buyer liquidated damages as provided in "a" above until Seller vacates the property. Buyer and Seller shall execute written instructions to the escrow agent for all funds, if any, payable to the Buyer under this rider, with the balance, if any, refunded to Seller after deduction of the escrow fee. If the parties do not agree in writing within 30 days after the inspection, the escrow agent may file an interpleader action and move the court for deduction of its costs and reasonable attorney's fee from the fund, or continue to hold the funds. In any litigation, the prevailing party shall recover all cost, including a reasonable attorney's fee.

- Seller shall be responsible for maintenance and all utilities (except gas if already transferred to Buyer's name).
- Seller shall carry general liability insurance. Seller is responsible for insuring his personal property and shall bear the risk of loss to that property. Seller shall also be liable for any injury which may occur in or on the property.
- Buyer will insure the property for fire and extended homeowners/hazard casualty replacement coverage and liability insurance.  
Note: Buyer and Seller are strongly urged to communicate, in writing, the exact closing and possession details to their insurance agents, so that the parties obtain the desired coverage.

7. Buyer and Seller agree to hold harmless from liability any licensee participating in this transaction.  
All other terms and conditions of the Sale Contract remain unchanged. This rider shall survive closing.

Theodore Harkin 8/14/19 [Signature] 8/16/19  
 BUYER City of Berkeley /DATE SELLER DATE  
 BUYER DATE SELLER DATE

82814468

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties. Form # 2043 01/19

ST. LOUIS ASSOCIATION OF REALTORS® Approved by Counsel for the St. Louis Association of REALTORS® and by the Bar Association of Metropolitan St. Louis. To be used exclusively by REALTORS® and members of the Bar Association of Metropolitan St. Louis.

SPECIAL SALE CONTRACT

DATE: 8/13/2019

Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

City of Berkeley, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of Berkeley (if incorporated), County of St. Louis, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 8408 Alder Ave. St. Louis, Mo. 63134

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to any questions.

In addition, the following items are included: NA

The following items are excluded: NA

3. PURCHASE PRICE.

\$70,000.00 is the total purchase price to be paid as follows: \$100.00 earnest money (\$0 if none stated) (check one) [ ] received for delivery to OR [ ] to be delivered to Investors Title escrow agent within days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ 0 additional earnest money (\$0 if none stated) to be delivered to escrow agent within days after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

[X] Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

[ ] Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before cash (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has

Initials BUYER BUYER and SELLER SELLER acknowledge they have read this page NA

45 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from  
46 lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker  
47 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to  
48 Buyer, subject to paragraph 12.

49 Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this  
50 contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this  
51 contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should  
52 complete and attach to this contract an appropriate appraisal rider.

53 Loan amount: cash % of the purchase price, OR \$ ---  
54 Initial interest rate not to exceed: \_\_\_\_\_ % Amortization term: \_\_\_\_\_ years.  
55 Other terms (none if blank): \_\_\_\_\_  
56 LOAN TYPE: (Check applicable)  Conventional  FHA  VA  Other: \_\_\_\_\_  
57 RATE TYPE: (Check applicable)  Fixed Rate  Adjustable Rate  Other: \_\_\_\_\_

58  Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price OR \$ ---  
59 (\$0 if none stated) towards Buyer's closing costs, prepaid, points and other fees allowed by lender.

60 5. CLOSING AND POSSESSION.

61 The "Closing" is the exchange of the Seller's deed for the total purchase price. The Closing of this sale shall take place on  
62 Investor Title Florissant office, or any other date that both parties agree in writing. Buyer will close at  
63 Aug. 30, 2019, the title company which provides title insurance. Regardless of who closes  
64 for Buyer, Seller may close at the title company of Seller's choice. Note: If the Seller does not close at the same title company  
65 as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company,  
66 then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are  
67 not protected by the title insurance underwriter. Title will pass when the sale is closed. Seller to deliver possession of the  
68 property and keys to Buyer no later than (check one only):  Closing OR  5pm on (time) of Sept 14, 2019 (date)  
69 but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this  
70 possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the  
71 appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be  
72 vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer  
73 in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it  
74 was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title  
75 company and/or Closing agent to release to broker(s) signed copies of the Closing statements. Note: Parties are cautioned to  
76 always call to confirm instructions before sending any Funds via wire transfer.

77 6. TITLE AND SURVEY.

78 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:  
79 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer  
80 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or  
81 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and  
82 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists  
83 for residential purposes at the time of the contract.

84 Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase  
85 Title").

86  Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any  
87 Seller paid costs in Paragraph 4 above.  
88 Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment  
89 for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's  
90 policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title  
91 company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the  
92 selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing,  
93 at a cost not to exceed \_\_\_\_\_, Buyer to pay title cost exceeding this amount.

94  Buyer to Order, Provide and Purchase Title.  
95 Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an Owner's and/or lender's  
96 policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in  
97 paragraph 5.

98 Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review  
99 documents, and, if necessary, object to defects that may be discovered.

[Signature] ✓ Initials SELLER and BUYER acknowledge they have read this page NA ✓  
BUYER BUYER SELLER SELLER

100 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's  
 101 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or  
 102 acreage discrepancies, or other matters that would be disclosed on a survey.

103 Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.  
 104 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or  
 105 acreage discrepancies.

106 If any defects are discovered as a result of the title examination, title commitment or the survey and if Buyer chooses to act on this  
 107 contingency, Buyer shall within \_\_\_\_\_ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a  
 108 copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)  
 109 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential  
 110 purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time  
 111 will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title  
 112 insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey  
 113 defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct  
 114 the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2)  
 115 additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions  
 116 of this paragraph, Buyer's earnest money to be returned, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to  
 117 pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of  
 118 the contract acceptance and Closing.

119 Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.  
 120 Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property  
 121 (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be  
 122 affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an  
 123 offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,  
 124 indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

#### 125 7. FRANCHISE DISCLOSURE.

126 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said  
 127 Broker(s).

#### 128 8. ADJUSTMENTS AND CLOSING COSTS.

129 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135FHA or #2135VA and  
 130 current FHA and VA regulations) as follows:

131 Buyer shall pay for (where applicable):

- 132 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 133 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter
- 134 fees) customarily paid by Buyer, subject to paragraph 8;
- 135 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
- 136 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 137 • building, termite, and environmental inspections;
- 138 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 139 • real estate compensation to broker per separate written agreement;
- 140 • municipal, Conservation District and fire district inspection fees;
- 141 • municipal occupancy permit; and
- 142 • agreed upon repairs.

143 Seller shall pay for (where applicable):

- 144 • existing loans on property (if not assumed by Buyer);
- 145 • any expenses of Buyer's loan agreed to in paragraph 4;
- 146 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees)
- 147 customarily paid by Seller, subject to paragraph 8;
- 148 • special taxes and special assessments levied before Closing;
- 149 • real estate compensation to broker per separate written agreement, Seller authorizes selling portion of commission to be paid
- 150 directly to selling broker; and
- 151 • agreed upon repairs.

152 Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date  
 153 of Closing (Seller to pay for last day):

- 154 • current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by
- 155 Seller and not adjusted;
- 156 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 157 • district improvement assessments for current year; buyer to pay thereafter;
- 158 • subdivision upkeep assessments and monthly condominium fee;
- 159 • interest (when Buyer assumes existing loan); and
- 160 • flat rate utility charges (including water, sewer, and trash).

            
 BUYER BUYER

Initials SELLER and BUYER acknowledge they have read this page. NA

            
 SELLER SELLER

## 161 9. LOSS.

162 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered  
 163 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or  
 164 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,  
 165 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,  
 166 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be  
 167 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of  
 168 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for  
 169 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance  
 170 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive  
 171 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,  
 172 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or  
 173 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing  
 174 broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and  
 175 if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option  
 176 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make  
 177 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the  
 178 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned to Buyer, subject  
 179 to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

## 180 10. ASSIGNABILITY OF CONTRACT.

181 This contract is assignable by Buyer, but not without the written consent of Seller if a) Seller is taking back a note and deed of trust  
 182 as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations  
 183 under this contract.

## 184 11. MISCELLANEOUS PROVISIONS.

185 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central  
 186 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,  
 187 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be  
 188 construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties  
 189 hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be  
 190 changed, modified or amended, in whole or in part, except in writing signed by all parties.

## 191 12. EARNEST MONEY.

192 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited  
 193 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by  
 194 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the  
 195 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is  
 196 closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses  
 197 for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a  
 198 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account  
 199 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine  
 200 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will  
 201 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or  
 202 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest  
 203 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker  
 204 is required by Missouri Statute, Section 339.105.ARS.Mo to report and deliver the monies to the State Treasurer within 365 days of  
 205 the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60)  
 206 days after the initial projected Closing date.

207 Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to  
 208 earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing  
 209 to be bound by the provisions of this contract before being named as the escrow agent.

## 210 13. REMEDIES.

211 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party  
 212 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the  
 213 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as  
 214 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or  
 215 in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be  
 216 reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as  
 217 subagent of Seller) in lieu of commission on this contract.

  
 Initials SELLER and BUYER acknowledge they have read this page. NA  
 BUYER BUYER SELLER SELLER

218 If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement  
219 to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue  
220 any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to  
221 brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to  
222 damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and  
223 delivery of Seller's deed to Buyer.

224 14. FOREIGN INVESTMENT (FIRPTA).  
225 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]  
226 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

227 15. CONSTRUCTION.  
228 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according  
229 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an  
230 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling  
231 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement;  
232 b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is  
233 appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). With the exception of  
234 the term "banking days" as used in paragraph 12, a day is defined as a 24 hour calendar day, seven (7) days per week.


235 16. FLOOD PLAIN.  
236 Buyer may terminate this contract if any portion of the property is located in a designated 100 year flood plain unless disclosed to  
237 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer subject to paragraph 12. Failure by Buyer  
238 to terminate within ten (10) days of actual knowledge of 100 year flood plain, or by Closing, whichever occurs first, shall be  
239 deemed a waiver by Buyer of this contingency.

240 17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.  
241 Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other professionals  
242 as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be present. Seller  
243 grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities turned on or  
244 transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the  
245 same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his  
246 obligation to complete improvements and repairs required by this contract.

247 18. SPECIAL AGREEMENTS.  
248 Special agreements and Riders between Buyer and Seller forming a part of this contract:  
249 No Commission Paid by seller . Read Realtors will be acting as agent for Buyer. This contract is  
250 contingent upon the City of Berkeley's Board approval of all terms in this contract within 10 days after  
251 acceptance deadline of this contract. If not approved contract null and void.  
252 Tenant shall remain in home until Sept 14, 2019 with no payment of rents. Seller shall be allowed to  
253 remove ANYTHING wanted from property including A/C unit, Furnace, Water heater, Kitchen and bath  
254 fixtures.

255  Inspection Rider (Form #2184)  Short Sale Rider (Form #2176)  
256  Other # \_\_\_\_\_  Other # \_\_\_\_\_

257 19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.  
258 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that  
259 Broker provides or shares information about the property, the information comes from one or more other sources, is only an  
260 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage  
261 of property, and the available information about total square footage can vary depending upon the source, the measurement standard  
262 that was used and the date of measurement. One source for total square footage is public information from the county assessor's  
263 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to  
264 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional  
265 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square  
266 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an  
267 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable  
268 and accurate information on lot size you should retain a licensed surveyor.

  
BUYER BUYER Initial SELLER and BUYER acknowledge they have read this page. NA  
SELLER SELLER



269 20. SELLER'S DISCLOSURE STATEMENT. (Check one)

- 270  Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
- 271 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
- 272 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 273  Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
- 274 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
- 275 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
- 276 shall be deemed as waived by Buyer.
- 277  No Seller's Disclosure Statement will be provided by Seller.
- 278 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.
- 279 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any
- 280 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site
- 281 for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written
- 282 explanation.
- 283 Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

284 31. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.

285 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,

286 upon first contact, or immediately upon the occurrence of a change to the relationship.

287 Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the

288 Selling Licensee.

289 Licensee assisting Seller is a: (Check appropriate box)

- 290  Seller's Agent: Licensee is acting on behalf of the Seller.
- 291  Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 292  Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 293  Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 294  Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

295 Licensee Personal Interest Disclosure: (Complete only if applicable)

296 \_\_\_\_\_ (insert name of licensee) is a real  
 297 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
 298  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
 299  an immediate family member of  Seller  Buyer Specify: \_\_\_\_\_

300 Licensee assisting Buyer is a: (Check appropriate box)

- 301  Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 302  Seller's Agent: Licensee is acting on behalf of the Seller.
- 303  Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 304  Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 305  Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 306  Subagent of Seller: Licensee is acting on behalf of the Seller.

307 Licensee Personal Interest Disclosure: (Complete only if applicable)

308 \_\_\_\_\_ (insert name of licensee) is a real  
 309 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
 310  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
 311  an immediate family member of  Seller  Buyer Specify: \_\_\_\_\_

312 Sources of compensation to Broker(s), including commissions and/or other fees:  Seller  Buyer


  
 \_\_\_\_\_ Initials SELLER and BUYER acknowledge they have read this page. NA, ✓  
 BUYER BUYER SELLER SELLER

82814468

313 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.  
314 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.  
315 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic  
316 Transaction Act as adopted by Missouri.

317 Reed, Realtors  
318 Brokerage Firm Name Assisting Buyer  
319 Broker's Firm State License ID#: 000003982  
320 By (Signature): [Signature]  
321 Printed Name: Alonzo Reed

Reed, Realtors  
Brokerage Firm Name Assisting Seller  
Broker's Firm State License ID#: 000003982  
By (Signature): [Signature]  
Printed Name: Alonzo Reed

322 Licensee State License ID#: 1999020170  
323 Date: 8/13/19 MLS ID: Sareed

Licensee State License ID#: 1999020170  
Date: 8/13/19 MLS ID: Sareed

324 OFFER to be accepted by Seller by: 5pm \_\_\_\_\_ m of \_\_\_\_\_  
325 [Signature] 8/13/19  
326 BUYER SIGNATURE DATE  
327 [Signature]  
328 Buyer Printed Name

\_\_\_\_\_ m of 8/28/2019  
BUYER SIGNATURE DATE  
Buyer Printed Name

329 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

330 [Signature] 8 Pm 8/16/19  
331 SELLER SIGNATURE TIME and DATE  
332 Midwest Properties 2000 LLC by Mission & Fish  
333 Seller Printed Name

SELLER SIGNATURE TIME and DATE  
Seller Printed Name

334 OR \_\_\_\_\_ (Initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.  
335 (use #2164 Sale Contract Counteroffer Form).

336 OR \_\_\_\_\_ (Initials) WE REJECT THIS OFFER.

337 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to  
338 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).