



## Contract for Sale of Residential Real Estate

This Contract is made between HARRY H KRAUSE ("Seller") and ADAM C FALLERT ASP ("Buyer"). The "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

1. **PROPERTY.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below). Such real estate and any other included property set forth below is collectively referred to herein as the "Property."

☐ (Check box if legal description attached)

5129 - 5131 LOUISVILLE CT COLUMBIA MO 65203 BOONE  
Street Address City State Zip Code County

2. **INCLUSIONS AND EXCLUSIONS.** Note: This Contract, and not the Seller's Disclosure Statement, multi-listing service or other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as "included" or "excluded", any items which may be subject to question. The Purchase Price and the Property includes all existing improvements on the real estate and all appurtenances, fixtures and equipment (which Seller warrants to convey free and clear), including but not limited to the following (if any):

- |   |   |  |
|---|---|--|
| • Attic and Ceiling Fans  | • Floor Coverings (if attached), Tacked Down & Wall to Wall Carpet        | • Radiator Shields   |
| • Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings | • Garbage Disposals   | • Security & Alarm Systems   |
| • Curtain & Drapery Hardware (only)   | • Gas Fired Barbecue Grills (Built-in)                                    | • Shelving & Closet Organizers (if attached)   |
| • Dishwashers & Trash Compactors  | • Heating, Cooling, Electrical and Plumbing Fixtures & Systems (Built-in) | • Sprinkler Systems and Controls   |
| • Electric Garage Door Opener(s) & Control(s)                                 | • Humidifier (if attached)  | • TV Antennas (if attached)  |
| • Exterior Lighting, Landscaping & Mailbox                                    | • Keys and Remote Entry Controls  | • Vacuum Systems (Central) & Attachments   |
| • Fences (including invisible pet systems, collars and controls)              | • Lighting Fixtures   | • Ventilation and Exhaust Fans   |
| • Fire and Smoke Alarms   | • Microwave Ovens (Built-in)  | • Water Heaters, Softeners & Sump Pump   |
| • Fireplace Equipment and Doors (if attached, including artificial logs)      | • Mirrors (Attached) & all Bathroom Mirrors                               | • Window Air Conditioning Units  |
|   | • Ovens/Ranges and Attachments  | • Manuals and written warranties in Seller's possession pertaining to any of the foregoing |
|   | • Propane Tanks (excluding portable tanks)                                |  |

The following items are also included in the sale (e.g., list any non-affixed equipment or machinery, household or other personal property):

ALL KITCHEN APPLIANCES INCLUDING REFRIGERATORS IN BOTH UNITS  
WASHER + DRYER IN UNIT 5129

The following items are excluded from the sale (e.g., list any items leased or otherwise not owned by Seller, such as satellite dish equipment):

### 3. PURCHASE PRICE.

\$ 194,250.00 is the "Purchase Price" for the Property and is to be paid by Buyer as follows:  
\$ 1000.00 as "Earnest Money" in the form of (check one):

☒ personal check ☐ cashier's check ☐ other \_\_\_\_\_, to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with REMAX BOONE REALTY ("Escrow Agent"). Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. **CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of LENDER OR TITLE COMPANY ("Closing Agent") in COLUMBIA, MO, on JANUARY, 8th, 2009 (the "Closing Date").  
City State Month Day

Possession and all keys will be delivered to Buyer at: (check one) ☒ Closing or ☐ other \_\_\_\_\_

Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the parties should complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

## 5. FINANCING. (Check applicable box)

☐ A. Not Conditioned Upon Financing. (Although not a condition to performance, Buyer may finance any portion of the Purchase Price).

☒ B. Nonconventional. (Attach Financing Agreements rider, MSC-2010, for Assumption; Seller Financing; or Government financing).

☐ C. Conventional. Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application and other instruments, and to cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m. on the date (the "Loan Commitment Date") which is \_\_\_\_\_ days (15 days if none stated) after the Effective 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; provided, however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Commitment Date) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

(Complete one or both) Loan amount: \_\_\_\_\_ % of the Purchase Price, or \$ \_\_\_\_\_.

Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term \_\_\_\_\_ years.

Type (check one): ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: \_\_\_\_\_

Other terms: \_\_\_\_\_

Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract an appropriate Rider.

6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

Within \_\_\_\_\_ days (10 days if none stated) after the Effective Date (check applicable box below):

☐ A. Seller shall deliver to Buyer, at Seller's cost, a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy") at Seller's cost.

☐ B. Seller shall deliver to Buyer an abstract of title certified to date, at Seller's cost.

☒ C. Seller shall deliver to Buyer, a Title Commitment at Seller's cost to issue an Owner's Policy at Buyer's cost. (Specify if otherwise) \_\_\_\_\_

☐ D. Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's Policy (both at Buyer's cost).

The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike (i.e., a "spot survey" is not the same as a "stake survey") and may not disclose all defects. Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.

Buyer shall have \_\_\_\_\_ days (20 days if none is stated) after the Effective Date to review the Title Commitment (or abstract, as the case may be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced as exceptions therein which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"). If any of boxes 6A, 6B or 6C is checked and Seller does not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have \_\_\_\_\_ days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within \_\_\_\_\_ additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections. If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing, and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract (if any) shall be returned to Seller.

7. INSPECTIONS. Seller agrees to permit inspections of the Property by any qualified independent inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer, septic and

wastewater treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement leaks and exterior drainage; and mechanical equipment, including appliances. Buyer may also review additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general taxes; school district; square footage; and insurability of the Property ("**Additional Property Data**"). *Note: It is recommended that homeowners insurance availability be ascertained during the Inspection Period. Buyer should also contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.*

Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of any unacceptable condition(s) (the "**Inspection Notice**", See MSC-2050), within \_\_\_\_\_ days (10 days if none stated) after the Effective Date (the "**Inspection Period**"). *Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.* Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have \_\_\_\_\_ days (7 days if none stated) after Seller's receipt of the Inspection Notice (the "**Initial Response Period**") in which to respond in writing to Buyer's Inspection Notice. *(Note: If Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing).* The parties shall have an additional \_\_\_\_\_ days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit. A limited warranty or service agreement may also be available for purchase regarding the Property.*

Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. *Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood/destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in such documents.*

**8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("**Escrow Items**") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). *Note: An Escrow Holder who is not a licensed real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow Items, unless it separately agrees in writing.* In any reference in this Contract (including any attached Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

**9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance,

upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer (*as the case may be*), the amount of proceeds payable, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (*if needed*) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (*i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing*). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

**10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations and except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

**Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (*e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses*), unless specifically agreed to be paid by Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other compensation due from Buyer to the Broker(s).

**Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses held by Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other compensation due from Seller to the Broker(s).

**Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for day of Closing):** (a) current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted; (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year); (c) installments of Special Assessments becoming due during the calendar year of Closing; (d) subdivision upkeep assessments and monthly association fee; (e) interest (*if Buyer assumes an existing loan per Section 5 above*); (f) flat rate utility charges (including water, sewer and trash); and (g) boat dock fees.

**11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

**12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider(s) or other attachments hereto (*if any*) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

**13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

**A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon



Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

**B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

**14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

**15. SELLER'S DISCLOSURE STATEMENT.** (check one)

☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☐ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, and to deliver Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☒ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

**16. LEAD-BASED PAINT DISCLOSURE.** Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

**17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within \_\_\_\_\_ days (4 days if none stated) prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

**18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and transmitted by facsimile machine or a scanned image, such as a pdf, via e-mail is to be treated as an original document.

**19. GOVERNING LAW/ CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

**20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

**21. RIDERS.** The following are attached and incorporated herein as part of this Contract: (check all that apply)

☐ Financing Agreements MSC-2010

☐ Contract Conditions MSC-2020

☐ Dispute Resolution MSC-2030

☒ Other FHA Addendum

☒ Other CBOR Rider 1

☒ Other CBOR Rider II

**22. SPECIAL AGREEMENTS.** ALL LEASES + SECURITY DEPOSITS TRANSFER TO NEW OWNER

**23. PRINCIPAL(S) INVOLVED.** (check one, neither or both, as applicable)

☐ Seller ☐ Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

Reference (e.g., Seller & Buyer)

KRAUSE/FALLERT

**24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.** (check one, neither or both, as applicable)

☒ Seller ☐ Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

**25. BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

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

☐ Buyer's Limited Agent (acting on behalf of Buyer).

☐ Seller's Limited Agent (acting on behalf of Seller).

☒ Dual Agent (acting on behalf of both Buyer and Seller).

☐ Designated Agent (designated to act on behalf of Buyer).

☐ Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller).

☐ Subagent of Seller (acting on behalf of Seller)

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

☐ Buyer's Limited Agent (acting on behalf of Buyer).

☐ Seller's Limited Agent (acting on behalf of Seller).

☒ Dual Agent (acting on behalf of both Seller and Buyer).

☐ Designated Agent (designated to act on behalf of Seller).

☐ Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer).

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

REMAX BODINE REALTY  
Broker's Firm Assisting Buyer (and MLS No., if required)

By (Signature) Adrienne Hanz

Licensee's Printed Name: ADRIENNE HANZ

Date: 12/2/09

REMAX BODINE REALTY  
Broker's Firm Assisting Seller (and MLS No., if required)

By (Signature) Adrienne Hanz

Licensee's Printed Name: ADRIENNE HANZ

Date: 12/2/09

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

**27. SALES INFORMATION.** Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

**28. FOREIGN INVESTMENT.** 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) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

**29. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

**30. ACCEPTANCE DEADLINE.** Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this Contract, by signing and delivering a fully-executed copy to Buyer, on or before the earlier of: (1) Buyer's delivery of Notice to Seller that this offer to purchase is withdrawn, or (2) \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ m.

**31. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this Contract.

All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

12/2/2009  
BUYER DATE

SELLER REJECTS OFFER (Initial) \_\_\_\_\_

BUYER DATE

SELLER COUNTER-OFFERS (Initial) \_\_\_\_\_

Counter Offer form MSC-2040, which amends the terms of this Contract, is attached and incorporated into this Contract.

By signing below Seller indicates that Seller has ACCEPTED this Contract

Vicky Keane  
SELLER

12-2-2009  
DATE and TIME

SELLER

DATE and TIME

\*\*\*\*\*  
**RECEIPT AND ACKNOWLEDGEMENT**  
\*\*\*\*\*

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By (Signature) \_\_\_\_\_

Licensee's Printed Name: ADRIENNE HANZ

Date: \_\_\_\_\_

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, P.O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 6/1/09.

RES-2000

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PAGE 6 OF 6

11. That, except as will be fully paid off at closing, there are not any unpaid bills or claims for labor, services, or materials; nor any recorded or unrecorded mortgages, home improvement loans, chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, agreements not to sell or encumber, financing statements, or personal property leases; which affect the real estate or which affect any fixtures, appliances, or equipment now installed in or on the real estate; except as follows: ✓ none

12. That Seller is in sole possession of the real estate, and that no other party has possession, or has right of possession under any tenancy, lease or other agreement, written or oral; except as follows: ✓ lease ok 5/31

13. That there are no encroachments, overlaps, boundary line disputes, or any other matters which would be disclosed by a current accurate survey and inspection of the premises, and that the undersigned they are not aware of any disputes with the other owners of adjoining property or with utility companies or departments concerning any such matters nor any written or verbal claim regarding any such matters; except as follows: ✓ none

14. That the undersigned understand and agree that this affidavit is being given to Monarch Title Company, Inc. for the purpose of inducing said company to extend survey coverage to Flat Branch Mortgage, Inc. without the requirement of a current survey.

15. The undersigned further state, to the best of their knowledge and belief, that there is no hazardous waste as defined by CERCLA (42 U.S. C. 9601 et seq.) as amended in the 1986 by Public Law No. 99-499 on the following described property, and that they have received no notice from the United States Environmental Protection Agency that a hazardous waste condition exists on said property.

The undersigned make(s) this affidavit for the purpose of inducing the Company to issue a policy or policies of title insurance, knowing that it will rely on the truth of the statements made herein, and expressly agree(s) to indemnify and hold harmless the Company from any and all loss, including but not limited to attorney's fees and legal costs, arising from any inaccuracies contained herein.

✓ Harry H. Krause  
Harry H. Krause

The foregoing instrument was acknowledged before me this 5 day of January, 20 10, by Harry H. Krause, a single person

✓ Ashley J. King  
Notary Public



ASHLEY J. KING  
Notary Public For The  
State Of Montana  
Residing at Kalispell  
My Commissions Expires 08/07/2011

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN:</b> 1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> CONV. UNINS.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS.				
		6. FILE NUMBER: MT-09L0034		7. LOAN NUMBER:		
		8. MORTGAGE INS CASE NUMBER:				
		<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. <small>1.D 808 (MT-09L0034.PFD)MT-09L0034(23)</small>				
<b>D. NAME AND ADDRESS OF BORROWER:</b>  Adam C. Fallert 5129-5131 W Louisville Ct Columbia, MO 65203		<b>E. NAME AND ADDRESS OF SELLER:</b>  Harry H. Krause, a single person		<b>F. NAME AND ADDRESS OF LENDER:</b>  Flat Branch Mortgage, Inc. 101 S 5th Street, Ste 200 Columbia, Missouri 65201		
<b>G. PROPERTY LOCATION:</b> 5129-5131 W Louisville Ct Columbia, MO 65203 Boone County, Missouri L 83 Georgetown West P 3		<b>H. SETTLEMENT AGENT:</b> 43-1942377 MONARCH TITLE COMPANY, INC.  <b>PLACE OF SETTLEMENT</b> 320 E. BROADWAY, SUITE D COLUMBIA, MO 65201			<b>I. SETTLEMENT DATE:</b>  January 8, 2010	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>				<b>K. SUMMARY OF SELLER'S TRANSACTION</b>		
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>				<b>400. GROSS AMOUNT DUE TO SELLER:</b>		
101. Contract Sales Price				401. Contract Sales Price 194,250.00		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)				403.		
104.				404.		
105.				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>				<b>420. GROSS AMOUNT DUE TO SELLER</b> 194,250.00		
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>				<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>		
201.				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400) 10,547.50		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage to Bank of America 136,010.62		
205.				505. Payoff of second Mortgage to Bank of America 18,369.73		
206.				506.		
207.				507. (Deposit deb. as proceeds)		
208. *Seller pd cc = \$3750.00				508. *Seller pd cc = \$3750.00		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes 01/01/10 to 01/08/10 45.72		
212. Assessments to				512. Assessments to		
213.				513. Rent Credit 1/8 to 1/31/10 649.20		
214.				514. Security/Pet Deposit Credit 1,125.00		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
<b>220. TOTAL PAID BY/FOR BORROWER</b>				<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b> 166,747.77		
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>				<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>		
301. Gross Amount Due From Borrower (Line 120)				601. Gross Amount Due To Seller (Line 420) 194,250.00		
302. Less Amount Paid By/For Borrower (Line 220)				602. Less Reductions Due Seller (Line 520) 166,747.77		
<b>303. CASH ( X FROM ) ( TO ) BORROWER</b>				<b>603. CASH ( X TO ) ( FROM ) SELLER</b> 27,502.23		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Seller

Harry H. Krause

*Long for seller at closing*



L. SETTLEMENT CHARGES					
700. TOTAL COMMISSION Based on Price		\$ 190,750.00 @ 3.0000 %	5,722.50		
Division of Commission (line 700) as Follows:					
701. \$ 5,722.50	to RE/MAX Boone Realty				
702. \$	to RE/MAX Boone Realty				
703. Commission Paid at Settlement					5,722.50
704. to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	% to				
802. Loan Discount	% to				
803. Appraisal Fee	to Wright Appraisals		*Seller pd cc 450.00		450.00
804.	to				
805.	to				
806.	to				
807.	to				
808. Flood Certification Fee	to Flat Branch Mortgage, Inc.		*Seller pd cc 15.00		15.00
809.					
810. Processing fee	to Flat Branch Mortgage, Inc.		*Seller pd cc 375.00		375.00
811. Underwriting Fee	to Flat Branch Mortgage, Inc.		*Seller pd cc 595.00		595.00
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to @ \$ /day ( days %)				
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	1.0 years to Allied Insurance		*Seller pd cc 352.89		352.89
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	3.000 months @ \$	113.25 per month	*Seller pd cc 339.75		339.75
1002. Mortgage Insurance	@ \$	per			
1003. City/Town Taxes	@ \$	per			
1004. County Taxes	4.000 months @ \$	173.85 per month	*Seller pd cc 695.40		695.40
1005. Assessments	@ \$	per			
1006.	@ \$	per			
1007.	@ \$	per			
1008. Aggregate Acct. Adjustment	months @ \$	per month	*Seller pd cc -2.04		-2.04
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to MONARCH TITLE COMPANY, INC.		*Seller pd cc 100.00		200.00
1102. Abstract or Title Search	to MONARCH TITLE COMPANY, INC.				150.00
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees					
(includes above item numbers:					
1108. Title Insurance	to Monarch Title Company, Inc.		*Seller pd cc 209.44		209.44
(includes above item numbers:					
1109. Lender's Coverage	\$ 190,731.00	4.00			
1110. Owner's Coverage	\$ 194,250.00	205.44			
1111. Ins. Closing Protection Letter	to First American Title Insurance Company		*Seller pd cc 25.00		50.00
1112. Title Service Fees	to MONARCH TITLE COMPANY, INC.		*Seller pd cc 373.56		373.56
1113. 24 Month Chain of Title	to MONARCH TITLE COMPANY, INC.		*Seller pd cc 50.00		50.00
1114. E-Doc Fee	to MONARCH TITLE COMPANY, INC.		*Seller pd cc 20.00		20.00
1115. In/Out Wire Handling Fees	to MONARCH TITLE COMPANY, INC.		*Seller pd cc 20.00		70.00
1116. Courier/Overnight Handling Fee	to MONARCH TITLE COMPANY, INC.		*Seller pd cc 20.00		20.00
1117.					
1118.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	27.00; Mortgage \$	84.00; Releases \$	*Seller pd cc 111.00		111.00
1202. City/County Tax/Stamp: Deed	\$	; Mortgage \$			
1203. State Tax/Stamp: Deed	\$	; Mortgage \$			
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Termite Treatment	to Wingate				750.00
1304.	to				
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					10,547.50

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

MONARCH TITLE COMPANY, INC.  
Settlement Agent

Certified to be a true copy.

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN:</b> 1. <input checked="" type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> CONV. UNINS.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: MT-09L0034 7. LOAN NUMBER: 0258896479 8. MORTGAGE INS CASE NUMBER: 2925649714703	
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. <small>1.0 3/98 (MT-09L0034.PFD/MT-09L0034/25)</small>			
<b>D. NAME AND ADDRESS OF BORROWER:</b>  Adam C. Fallert 5129-5131 W Louisville Ct Columbia, MO 65203		<b>E. NAME AND ADDRESS OF SELLER:</b>  Harry H. Krause, a single person	
<b>G. PROPERTY LOCATION:</b> 5129-5131 W Louisville Ct Columbia, MO 65203 Boone County, Missouri L 83 Georgetown West P 3		<b>F. NAME AND ADDRESS OF LENDER:</b>  Flat Branch Mortgage, Inc. 101 S 5th Street, Ste 200 Columbia, Missouri 65201	
<b>H. SETTLEMENT AGENT:</b> 43-1942377 MONARCH TITLE COMPANY, INC.  <b>PLACE OF SETTLEMENT</b> 320 E. BROADWAY, SUITE D COLUMBIA, MO 65201		<b>I. SETTLEMENT DATE:</b>  January 8, 2010	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price	194,250.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	4,944.91	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>199,194.91</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money	1,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	190,731.00	502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504.	
205.		505.	
206.		506.	
207.		507.	
208. *Seller pd cc = \$3750.00		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/10 to 01/08/10	45.72	511. County Taxes to	
212. Assessments to		512. Assessments to	
213. Rent Credit 1/8 to 1/31/10	649.20	513.	
214. Security/Pet Deposit Credit	1,125.00	514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>193,550.92</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
301. Gross Amount Due From Borrower (Line 120)	199,194.91	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Borrower (Line 220)	( 193,550.92)	602. Less Reductions Due Seller (Line 520)	
<b>303. CASH ( X FROM ) ( TO ) BORROWER</b>	<b>5,643.99</b>	<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Adam C. Fallert

L. SETTLEMENT CHARGES						PAID FROM PAID FROM	BORROWER'S FUNDS AT SETTLEMENT	SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price \$ @ %								
Division of Commission (line 700) as Follows:								
701. \$	to							
702. \$	to							
703. Commission Paid at Settlement								
704.	to							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN								
801. Loan Origination Fee	%	to						
802. Loan Discount	%	to						
803.		to						
804.		to						
805.		to						
806.		to						
807.		to						
808.		to						
809.								
810.		to						
811.		to						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE								
901. Interest From 01/08/10 to 02/01/10 @ \$ 27.433900/day ( 24 days %)						658.41		
902. Mortgage Insurance Premium for months to HUD						3,280.39		
903. Hazard Insurance Premium for 1.0 years to Allied Insurance					*Seller pd cc 352.89	1,006.11		
904.								
905.								
1000. RESERVES DEPOSITED WITH LENDER								
1001. Hazard Insurance	@ \$		per					
1002. Mortgage Insurance	0.000 months @ \$		85.92 per month					
1003. City/Town Taxes	@ \$		per					
1004. County Taxes	@ \$		per					
1005. Assessments	@ \$		per					
1006.	@ \$		per					
1007.	@ \$		per					
1008.	@ \$		per					
1100. TITLE CHARGES								
1101. Settlement or Closing Fee		to						
1102. Abstract or Title Search		to						
1103. Title Examination		to						
1104. Title Insurance Binder		to						
1105. Document Preparation		to						
1106. Notary Fees		to						
1107. Attorney's Fees		to						
(includes above item numbers:								
1108. Title Insurance		to						
(includes above item numbers:								
1109. Lender's Coverage	\$							
1110. Owner's Coverage	\$							
1111.		to						
1112.		to						
1113.		to						
1114.		to						
1115.		to						
1116.		to						
1117.								
1118.								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES								
1201. Recording Fees: Deed \$ ; Mortgage \$ 84.00; Releases \$								
1202. City/County Tax/Stamp: Deed \$ ; Mortgage \$								
1203. State Tax/Stamp: Deed \$ ; Mortgage \$								
1204.								
1205.								
1300. ADDITIONAL SETTLEMENT CHARGES:								
1301. Survey		to						
1302. Pest Inspection		to						
1303.		to						
1304. Home Inspection		to Spradling Home Inspection			POC: B450.00			
1305.								
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						4,944.91		

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


MONARCH TITLE COMPANY, INC.  
Settlement Agent

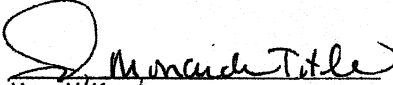
Certified to be a true copy.

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Borrower:** Adam C. Fallert  
**Seller:** Harry H. Krause, a single person  
**Lender:** Flat Branch Mortgage, Inc.  
**Settlement Agent:** MONARCH TITLE COMPANY, INC.  
(573)441-0725  
**Place of Settlement:** 320 E. BROADWAY, SUITE D  
COLUMBIA, MO 65201  
**Settlement Date:** January 8, 2010  
**Property Location:** 5129-5131 W Louisville Ct  
Columbia, MO 65203  
Boone County, Missouri  
L 83 Georgetown West P 3

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

  
Adam C. Fallert

  
Harry H. Krause  
Company for seller at  
Close

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



**Wood Destroying Insect Inspection Report**

Notice: Please read important consumer information on page 2.

**Section I. General Information**

Inspection Company, Address & Phone  
Wingate Environmental Pest Control, LLC  
1110 Cosmos Place  
Columbia, MO 65202  
573-445-0102

Company's Business Lic. No.

04044494

Date of Inspection

12/09/2009

Address of Property Inspected

Adam Fallert  
5129-31 Louisville Ct  
Columbia, MO 65203

Inspector's Name, Signature &amp; Certification, Registration, or Lic. #

Todd Bennington #C10728; C11875; C14175; C14195

Structure(s) Inspected

residence

**Section II. Inspection Findings** This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:

- ☐ A. No visible evidence of wood destroying insects was observed.  
☒ B. Visible evidence of wood destroying insects was observed as follows:

☐ 1. Live insects (description and location):

☒ 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): Shelter tubes interior west wall of 6129 garage

☐ 3. Visible damage from wood destroying insects was noted as follows (description and location):

**NOTE: This is not a structural damage report.** If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Yes ☐ No ☒ It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment:

The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.

**Section III. Recommendations**

☐ No treatment recommended: (Explain if Box B in Section II is checked)

☒ Recommend treatment for the control of: Subterranean Termites. Cost to treat: \$750

**Section IV. Obstructions and Inaccessible Areas**

The following areas of the structure(s) inspected were obstructed or inaccessible:

- ☒ Basement 1,3  
☐ Crawlspace  
☒ Main Level 1,3  
☐ Attic  
☒ Garage 1,3  
☐ Exterior  
☐ Porch  
☐ Addition  
☐ Other

The inspector may write out obstructions or use the following optional key:

- |                         |  |
|-------------------------|--|
| 1. Fixed ceiling        | 13. Only visual access                 |
| 2. Suspended ceiling    | 14. Cluttered condition                |
| 3. Fixed wall covering  | 15. Standing water                     |
| 4. Floor covering       | 16. Dense vegetation                   |
| 5. Insulation           | 17. Exterior siding                    |
| 6. Cabinets or shelving | 18. Window well covers                 |
| 7. Stored items         | 19. Wood pile                          |
| 8. Furnishings          | 20. Snow                               |
| 9. Appliances           | 21. Unsafe conditions                  |
| 10. No access or entry  | 22. Rigid foam board                   |
| 11. Limited access      | 23. Synthetic stucco                   |
| 12. No access beneath   | 24. Duct work, plumbing, and/or wiring |

**Section V. Additional Comments and Attachments** (these are an integral part of the report)

Attachments

Signature of Seller(s) or Owner(s) If refinancing, Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

X 

Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X 

Form NPMA-33 (6/01/04) ©2004 National Pest Management Association. All Rights Reserved. No reproduction of this form is permitted without the express permission of NPMA. Form NPMA-33 is obsolete after 12/31/04. This form is approved for FHA and VA loans.

Page 1 of 2

## Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

1. **About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
2. **Treatment Recommendation Guidelines Regarding Subterranean Termites:** FHA and VA require treatment when any active infestation of subterranean termites is found. If signs of subterranean termites — but no activity — are found in a structure that shows no evidence of having been treated for subterranean termites in the past, then a treatment should be recommended. A treatment may also be recommended for a previously treated structure showing evidence of subterranean termites — but no activity — if there is no documentation of a liquid treatment by a licensed pest control company within the previous five years unless the structure is presently under warranty or covered by a service agreement with a licensed pest control company.
3. **Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
4. **Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
5. **Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

### Seller's Response To Inspection Notice

**(To be completed if Buyer selected option A2 above Note: Any repairs or replacements which Seller agrees to make are to be completed in a workmanlike manner at Seller's expense prior to or as of Closing)**

**Part B:** Seller acknowledges receipt of the Inspection Notice from Buyer dated \_\_\_\_\_, 20\_\_\_\_, and a copy of the inspection report(s). Seller hereby responds as follows: (check one)

☐ 1: Seller will satisfy all items listed on Inspection Notice prior to scheduled Closing date. (Contingency is resolved)

☒ 2: Seller will satisfy only the following items prior to the scheduled Closing date:

Seller agrees to treat entire structure for termites

(check if applicable) ☐ AND ☐ OR Seller agrees that Buyer shall be entitled to a credit at Closing equal to \$\_\_\_\_\_ in lieu of Seller satisfying (check one) ☐ any, or ☐ further items Buyer found to be unacceptable. In consideration thereof, Seller shall not be required to satisfy said items and Buyer shall accept them in their present condition. **Note: A monetary adjustment may affect the terms of Buyer's loan.**

☐ 3. Seller declines to satisfy any items listed on the Inspection Notice and/or does not agree that Buyer shall be entitled to a monetary adjustment at Closing.

Seller Harry Krause Date 12-17-09 Seller \_\_\_\_\_ Date \_\_\_\_\_

### Buyer's Reply To Seller's Response To Inspection Notice (To be completed if Seller selected option B2 above)

**Part C:** Buyer acknowledges receipt of Seller's Response to Inspection Notice dated \_\_\_\_\_, 20\_\_\_\_. Buyer hereby replies as follows: (check one)

☐ 1. Buyer accepts Seller's proposal under option B2 above. (Contingency is resolved)

☐ 2. Buyer accepts Seller's rejection under option B3 above. (Contingency is resolved without satisfaction of Buyer's request)

☐ 3. Buyer does not accept Seller's proposal under option B2 above. (See Continuation of Inspection Notice, MSC-2050A)

☐ 4. Buyer does not accept Seller's proposal under option B2 above.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Inspection Notice, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Inspection Notice be made. Last Revised 2/11/08.

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MSC-2050

Page 2 of 2

**FHA DISCLOSURES**  
**AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION**

Buyer(s) Adam C Fallert

Date of Agreement: 12/10/09  
12/02/2009

Seller(s) \_\_\_\_\_

File No.: 109072806

Property Address : 5129-31 Louisville Ct. Columbia, MO 65203

**FHA AMENDATORY CLAUSE**

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ 194,250. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

[Signature]  
Borrower Adam C Fallert Date 12/10/2009

[Signature]  
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
Seller Harry Krause 12-15-09  
Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

**REAL ESTATE CERTIFICATION**

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

[Signature]  
Borrower Adam C Fallert Date 12/10/2009

[Signature]  
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
Seller Harry Krause 12-15-09  
Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Listing Agent (as applicable) \_\_\_\_\_ Date \_\_\_\_\_

Selling Agent (as applicable) \_\_\_\_\_ Date \_\_\_\_\_

**WARNING:** Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.



**GENERAL ADDENDUM**

(Only those clauses checked shall be applicable)

This is an addendum to a contract between the undersigned Buyer(s) and Seller(s) for the property located at

5129-5131 Louisville Ct, Columbia

City \_\_\_\_\_, Missouri. The provisions of this addendum are incorporated by reference and fully made a part of the described contract. All other terms and conditions of the described contract to remain the same.

The following are to be amended:

\_\_\_\_\_ **CLOSING:** The closing date and time shall be changed to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, or at such other time and place as the parties may mutually agree.

\_\_\_\_\_ **LOAN:**

- \_\_\_\_\_ A. The time for obtaining the loan(s) shall be changed to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- \_\_\_\_\_ B. Extend the deadline for buyer to apply for a loan to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **PRICE:** The price for said property shall be changed to \$ \_\_\_\_\_

\_\_\_\_\_ **INSPECTIONS, DISCLAIMERS AND WARRANTIES:**

- \_\_\_\_\_ A. Buyer hereby waives the option to obtain written inspection reports.
- \_\_\_\_\_ B. Extend the deadline for third party inspection (as per line 112) to: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- \_\_\_\_\_ C. Extend the deadline for the seller to respond to buyer inspection notice (as per line 121) to: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- \_\_\_\_\_ D. Extend the deadline for the parties to reach a mutual agreement (as per line 124) to: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

☒ **ADDITIONAL PROVISIONS:** It is mutually agreed the following provisions be added to the contract.

Closing cost credit shall change from \$3500.00 to 3750.00

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Harry Krause Date 12-17-09

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

FHA ADDENDUM TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL ESTATE

This is an addendum to a contract between the undersigned Buyer(s) and Seller(s), for the property located at:

5129 - 5131 Louisville City Columbia Missouri.

The provisions of this addendum are incorporated by reference and fully made a part of the described contract. All other terms and conditions of the described contract to remain the same.

The following terms and conditions are to be an addendum to the above described contract:

**FHA GOVERNMENT LOAN:** This Contract is given subject to Buyer's ability to obtain a U.S. Government insured or guaranteed loan in the amount of not less than \$ SALE PRICE payable over a period of not less than 30 years and bearing interest at the rate of not more than 6 1/2 percent per annum with not more than 0 loan points and/or loan origination fee required to be paid. In the event such a loan is obtained, Seller agrees to pay said loan points and/or loan origination fee up to an amount not to exceed 0 % of loan amount and the balance, if any, of said loan points shall be paid by the Buyer. The Buyer shall use reasonable diligence to obtain such a loan. If the Buyer is unable to obtain such loan commitment within 20 calendar days after Effective date, then this Contract shall be void, and the earnest money deposit shall be returned to the Buyer.

**FHA LOAN DISCLOSURE:** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Veteran's Administration, or a direct endorsement lender setting forth the appraised value of the property of not less than \$ sale price. The Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

**CERTIFICATION OF BUYER, SELLER & REAL ESTATE BROKER FOR FHA-INSURED MORTGAGE TRANSACTION:** We certify that the terms of this sales Contract are true to our best knowledge and belief and that there are no other agreements entered into between the Buyer(s), Seller(s) or Broker except those attached to this sales Contract. We certify that we have no knowledge of any loans that have been or will be made to the Buyer for purposes of financing this transaction, other than those described in the sales Contract (including addendum). We certify that we have not and will not pay or reimburse the Buyer(s) for any part of the cash down payment. We certify that we have not and will not pay or reimburse the Buyer(s) closing costs which have not been previously disclosed in the sales Contract (including any addendum). We acknowledge the warning that it is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment and those details can be obtained in Title 18 U.S. Code Section 1001 and Section 1010.

Buyer [Signature] Date 12/2/2009 Seller Harry Krone Date 12-2-2009

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Reference

KRAUSE/FALLERT

Columbia Board of REALTORS® Rider - II

This document has legal consequences. If you do not understand it, consult your attorney  
To the extent that any of the completed provisions of this Rider conflict with the provisions of the  
Contract for the Sale of Residential Real Estate, this Rider shall control.  
(Only those paragraphs which are checked shall be applicable)

☐ **BACK-UP CONTRACT.** This Contract is accepted as a back-up contract to a primary contract and is contingent upon Seller obtaining written release from the primary contract, and any precedent back-up contract, including any amendments, with a contract date(s) of \_\_\_\_\_, (list dates of all precedent contracts) on the Property. Until Seller has obtained said release or waived this contingency in writing to Buyer, (1) the back-up Contract Earnest Money will be held in escrow, and (2) Buyer shall have the right to withdraw from this back-up Contract by giving Seller written notice and then this Contract is void and the Earnest Money deposit shall be returned to Buyer. Buyer acknowledges that the primary contract, or any precedent contracts, cannot be viewed unless granted written permission by Seller. Seller reserves the right to make modifications to the terms and conditions of the primary or precedent contract(s) without the modifications having the effect of placing this Contract in primary position. All contingency time periods in this back-up Contract shall commence from such time that Buyer has actual knowledge of Seller's release from the primary contract and any precedent contract(s) or of Seller's waiver of this contingency.

☒ **CLOSING COSTS.** Seller agrees at Closing to pay Buyer either an amount equal to Buyer's closing costs as defined herein or the sum of \$ 3500.00 whichever is less. The term "closing costs" as used herein shall be deemed to mean the following costs incurred by Buyer(s) in connection with the Closing of this transaction: (a) loan discount fees; (b) loan origination fees; (c) appraisal fees; (d) credit report fees; (e) mortgage title insurance expense; (f) owner's title insurance expense which is not required to be paid by Seller, if any; (g) termite inspection expense and (h) INSPECTIONS, PREPAID ITEMS

☐ **1031 TAX EXCHANGE. (Buyer)** The parties acknowledge that Buyer(s) desires to acquire title to the Property in connection with a tax free exchange of other property of like kind owned by Buyer(s) under Section 1031 of the Internal Revenue Code using the Starker Exchange Procedures. Seller(s) agrees to cooperate with Buyer(s) and their third-party facilitator in connection with said Starker Exchange Procedures, but Seller(s) shall not be obligated to incur any liability or expenses in connection with said Starker Exchange Procedures.

☐ **1031 TAX EXCHANGE. (Seller)** The parties acknowledge that Seller(s) desires to exchange for other real property of like kind within the meaning of Section 1031 of the Internal Revenue Code using the Starker Exchange Procedures. Buyer(s) agrees to cooperate with Seller(s) and their third-party facilitator in connection with said Section 1031 Exchange Procedures, but Buyer(s) shall not be obligated to incur any liability or expenses in connection with said Section 1031 Exchange Procedures.

☐ **CREDIT REPORT.** It is agreed by the parties, if Buyer is seeking loan assumption or Seller financing, that a Buyer's credit report may be ordered at the option of Seller, at Buyer's expense, and such report is to be used solely to determine the creditworthiness of Buyer and the willingness of the lender to provide the sought financing. Authorization is hereby given to disclose such information to such parties as necessary to make this determination.

☐ **MUTUAL AGREEMENT CONTINGENCY.** In consideration of the mutual promises herein contained, the parties agree that the performance of this Contract is conditioned upon the performance of the agreement attached as Exhibit A and incorporated by this reference.

☐ **EMPLOYMENT.** The parties hereto agree performance under the terms of the Contract shall be expressly contingent on the employment of \_\_\_\_\_ with \_\_\_\_\_

under the terms acceptable to said individual not later than \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. In the event such employment is not obtained, this Contract shall be null and void and the Earnest Money shall be returned to Buyer.

☐ **TITLE INSURANCE, SURVEY, AND TITLE STANDARDS** [This section is intended to replace and supersede the Title and Survey section of the Contract in full]. Seller shall, within a reasonable time prior to the Closing date specified herein, deliver to Buyer a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in the amount of the Purchase Price of the Property, naming Buyer as the insured and issued by a title insurance company licensed to write title insurance in Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this Contract and shall provide inflation coverage and shall not contain an exception of coverage in regard to mechanic's liens. All costs of said title insurance, including the premium for the final owner's title policy, will be paid by Seller. In any event, Buyer shall be responsible for the cost of any optional simultaneous issue loan/mortgage policy. NOTE: Without a current boundary survey or a prior boundary survey accompanied by a Seller's affidavit that the survey is current, the title policy may exclude any defects which might be disclosed by a boundary survey.

It is understood and agreed that title herein required to be furnished is marketable fee simple title. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of Buyer, provided Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

In connection with Buyer's review of title under this section, Buyer (☐ does) (☐ does not) intend to review a current survey of the Property. In the event Buyer does intend to review a current survey, this Contract shall be expressly contingent upon Buyer, at (☐ BUYER'S) (☐ SELLER'S) expense, obtaining a boundary survey to determine the absence of material defects, which include encroachments which could in good faith be considered as creating clouds on the title or unmarketable title. Such encroachments could include, but not be limited to adverse claims or prescriptive rights. Buyer shall have \_\_\_\_\_ days after the Effective Date of the Contract to obtain the survey and notify Seller in writing of any matter revealed by the survey which renders Seller's title unmarketable. If such notice is given, this Contract is void and the Earnest Money deposit shall be returned to Buyer. A boundary survey is a survey of the Property prepared by a Missouri Registered Land Surveyor, in accordance with the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers, and Land Surveyors, showing the location of all improvements, easements, building lines, encroachments, overlaps and boundary line discrepancies.

Buyer [Signature] Date 12/2/09 Seller Harry Krause Date 12-2-2009

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Approved by legal counsel for use exclusively by current members of the Columbia Board of REALTORS®. Last Revised 3/07.

All previous versions of this document are no longer valid.

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Reference

KRAUSE / FALLERT

**Columbia Board of REALTORS® Rider - I**

This document has legal consequences. If you do not understand it, consult your attorney.  
To the extent that any of the completed provisions of this Rider conflict with the provisions of the  
Contract for the Sale of Residential Real Estate, this Rider shall control.  
(Only those paragraphs which are checked shall be applicable)

☐ **LIMITED WARRANTY OR SERVICE AGREEMENT.** If checked, (☐ SELLER) (☐ BUYER) agrees to purchase a \_\_\_\_\_ year limited warranty or service agreement issued by \_\_\_\_\_, with a \$ \_\_\_\_\_ deductible, and at a cost not to exceed \$ \_\_\_\_\_.

☐ **PEST INFESTATION.** Inspection of the dwelling for active infestation by termites and/or wood-boring insects shall be performed by a licensed pest control inspector. If active infestation is found, Buyer shall notify Seller by the end of the Inspection Period identified in the Contract and, notwithstanding the Inspections paragraph, Seller shall pay for extermination as recommended and completed by a licensed exterminator prior to Closing. This Contract cannot be voided if active infestation is found and Seller pays for extermination.

☒ **APPRAISAL CONDITION.** If checked, this Contract is subject to Buyer or Buyer's Lender obtaining, from a professional real estate appraiser, an appraisal with an appraised value of not less than the sale price of the Property. In the event that the appraisal is in an amount which is less than the Purchase Price for the Property, Buyer may notify Seller, in writing, of the results of the appraisal by no later than \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or 15 calendar days after the Effective Date of the Contract. If such notice is given, this Contract is void and the Earnest Money shall be returned to Buyer.

☐ **CLOSING OF EXISTING CONTRACT ON PRESENTLY OWNED REAL ESTATE.** This Contract is contingent upon the Closing of an existing bona fide contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the sale of Buyer's property located at \_\_\_\_\_, City \_\_\_\_\_, Missouri. Said contract contains no property sale contingency. In the event the Closing of such sale is not completed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ through no fault of Buyer, this Contract, unless this contingency is waived by Buyer, shall be null and void and Buyer's Earnest Money, less any expenses incurred by or on behalf of Buyer, returned to Buyer.

☐ **SALE OF OTHER PROPERTY.** The parties agree performance under this Contract shall be expressly contingent on the sale and Closing of property now owned by Buyer at \_\_\_\_\_ at a sale price of at least \$ \_\_\_\_\_ or with Buyer's consent to a lesser sum or on other terms, by \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Seller shall (☐ have) (☐ not have) the right to continue to market the Property subject to this Contract for sale. In either event, should Seller receive a bona fide written offer, which Seller has accepted as a backup offer, then Buyer shall be given written notice of such offer and the opportunity to waive this contingency. In the event Buyer does not waive this contingency in writing within \_\_\_\_\_ calendar days of receipt of such notice, then this Contract shall be void and the Earnest Money deposit shall be returned to Buyer. The waiver of contingency shall state that the Buyer will complete the purchase of the property even though Buyer has not sold and closed on the property described above. If Buyer waives this contingency, it is agreed that Buyer cannot rely on a property sale predication in their loan commitment to void the Contract. In addition, Buyer shall provide Seller one of the following documents: (a) a written loan commitment for "bridge" or interim financing sufficient to complete the Closing of the purchase herein; (b) a written verification from a depository of funds that Buyer has funds on deposit adequate to close; or (c) a letter from Buyer's Lender and Buyer stating Buyer has the financial ability to close without the receipt of funds from the sale of Buyer's property described in this paragraph. Failure by Buyer to provide one of the above documents, at Seller's option shall render the Contract void and the Earnest Money shall be returned to the Buyer. NOTE: By waiving this contingency, subject however to any other contingency specifically set forth in the Contract, Buyer is obligated to close this Contract even if Buyer's aforementioned property fails to close.

☐ **INSPECTING PARTIES.** Parties agree that third party inspections and written reports may be obtained from independent, qualified inspectors or any other person(s) appointed or approved by Buyer.

Buyer [Signature] Date 12/2/2009 Seller Harry Krause Date 12-2-2009  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



Bank of America

Customer  
Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when cash is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time on Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.  
Save time. Save energy. Fast, reliable deposits, withdrawals and account management at more than 18,000 convenient ATM locations.

Tran 00042 01/11/2010 16:19  
Entity NMO CC 0008438 11r 00009  
Account #\*\*\*\*\*8507  
R/T# 540430130  
Deposit

\$27,502.23

Member ID# 95-14-2005B 05-2009

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2010**  
OMB No. 1545-0097

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**

MONARCH TITLE COMPANY, INC.  
320 E. BROADWAY, SUITE D  
COLUMBIA, MO 65201  
(573)441-0725

Filer's Federal Tax ID Number:

43-1942377

File Number:

MT-09L0034

**SELLER/TRANSFEROR'S NAME AND ADDRESS**

Harry H. Krause

Transferor's Federal Tax ID Number:

SSN ✓

516706786

1) Date of Closing: January 8, 2010	2) Gross Proceeds: 194250.00	3) X here if property or services received:	4) Buyer's part of real estate tax:
5) Address or Legal Description: 5129-5131 W Louisville Ct/Columbia MO			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE MONARCH TITLE COMPANY, INC. WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE MONARCH TITLE COMPANY, INC. WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Harry H. Krause  
Harry H. Krause

Jan 5 2010  
Date

**Instructions for Transferor**

You MUST enter your Federal Tax Identification Number above.

Sign and return a copy of this form immediately to MONARCH TITLE COMPANY, INC..

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2010 Schedule D (Form 1040) Instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses.

You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 2010 Instructions for Forms 1099, 1098, 5498, and W-92.

Department of the Treasury - Internal Revenue Service

(MT-09L0034.PFD/MT-09L0034/1)

**MONARCH TITLE COMPANY, INC.**  
**STATEMENT OF SETTLEMENT FOR SELLERS**

PROPERTY ADDRESS: 5129-5131 W Louisville Ct, Columbia, MO 65203

PURCHASER/BORROWER(S): Adam C. Fallert

SELLER(S): Harry H. Krause, a single person

SETTLEMENT DATE: January 8, 2010

DISBURSED: January 8, 2010

PRORATION DATE: January 8, 2010

**LEGAL DESCRIPTION:**

Lot Eighty-three (83) of GEORGETOWN WEST PLAT NUMBER THREE (3) as shown by the Plat recorded in Plat Book 26, Page 13, Records of Boone County, Missouri.

	DEBIT	CREDIT
Contract Sales Price		194,250.00
Payoff of first mortgage Bank of America	136,010.62	
Payoff of second mortgage Bank of America	18,369.73	
County Taxes 01/01/10 to 01/08/10 ( 2,086.17 / 365 x 8 days )	45.72	
Rent Credit 1/8 to 1/31/10 thru \$	649.20	
Security/Pet Deposit Credit thru \$	1,125.00	
Commissions - Total commissions: 3.0000 % = 5,722.50	5,722.50	
5,722.50 RE/MAX Boone Realty		
Appraisal Fee Wright Appraisals	450.00	
Flood Certification Fee Flat Branch Mortgage, Inc.	15.00	
Processing fee Flat Branch Mortgage, Inc.	375.00	
Underwriting Fee Flat Branch Mortgage, Inc.	695.00	
Hazard Insurance Premium 1.0 years Allied Insurance	352.89	
Escrow Hazard Insurance 3.000 months @ \$ 113.25 per month	339.75	
Escrow County Taxes 4.000 months @ \$ 173.85 per month	695.40	
Escrow Aggregate Acct. Adjust	-2.04	
Settlement or Closing Fee MONARCH TITLE COMPANY, INC.	200.00	
Abstract or Title Search MONARCH TITLE COMPANY, INC.	150.00	
Title Insurance Premium Monarch Title Company, Inc.	209.44	
Ins. Closing Protection Letter First American Title Insurance Company	50.00	
Title Service Fees MONARCH TITLE COMPANY, INC.	373.56	
24 Month Chain of Title MONARCH TITLE COMPANY, INC.	50.00	
E-Doc Fee MONARCH TITLE COMPANY, INC.	20.00	
In/Out Wire Handling Fees MONARCH TITLE COMPANY, INC.	70.00	
Courier/Overnight Handling Fee MONARCH TITLE COMPANY, INC.	20.00	
Recording Fees Recorder of Deeds	111.00	
Termite Treatment Wingate	750.00	
Subtotals	166,747.77	194,250.00
Balance Due TO Seller	27,502.23	
TOTALS	194,250.00	194,250.00

The above figures do not include sales or use taxes on personal property

**APPROVED and ACCEPTED**

SELLER(S):

Harry H. Krause

*Monarch Title Company for Seller at Closing*

ESCROW AGENT:

MONARCH TITLE COMPANY, INC.

*Adrienne King*  
 RE/MAX Boone Realty

AUTHORIZATION TO SIGN CLOSING STATEMENTS/DOCUMENTS

Jan, 2009 5 2010

FILE NUMBER: MT- 09L0034

This is to authorize RE/MAX Boone Realty and/or MONARCH TITLE COMPANY, INC. to sign the closing statements and/or additional closing documents, on behalf of the undersigned, regarding the SALE of property located at:

5129-5131 W. Louisville Ct., Columbia, MO 65203

Due to the undersigned being unavailable at closing.

It is understood that every effort will be made by the agent or broker to verify final closing figures, prior to the settlement date.

✓ Harry H. Krause  
Harry H. Krause

Subscribed and sworn to before me this 5 day of January, ~~2009~~ <sup>2010</sup>

Ashley J. King  
Notary Public

My Commission Expires: 08/07/2011



ASHLEY J. KING  
Notary Public For The  
State Of Montana  
Residing at 8815 1st St  
My Commissions Expires  
08/07/2011

ASSIGNMENT OF LEASES

FOR VALUE RECEIVED, the undersigned does hereby assign, transfer, release, relinquish and convey all rights, title and interest in and to the attached leases presently held by:

Owners: Harry H. Krause

Leased Property: 5131 Louisville Ct., Columbia, MO 65203

And the undersigned does warrant that from and after this assignment that neither the landlord nor any other person, or persons, or entities will have any interest in or to the rental income or security deposits due on account of said attached lease, and the undersigned further warrants that should any of the above named person receive either rental income or security deposit money from the tenant or tenants listed on said attached leases, that they will promptly forward same to:

Adam C. Fallert

Monthly Rent: ~~\$895.00~~ 4975  
Security/Pet Deposit \$ 1125.00

Is hereby transferred and hereby acknowledged by Buyer.

Seller: Harry H. Krause

Seller \_\_\_\_\_

Buyer: [Signature]

Buyer \_\_\_\_\_

Date: 1/8/10

## PRORATION ACKNOWLEDGMENT

**RE:** Lot Eighty-three (83) of GEORGETOWN WEST PLAT NUMBER THREE (3) as shown by the Plat recorded in Plat Book 26, Page 13, Records of Boone County, Missouri.

We, the undersigned Buyer(s) and Seller(s) of the above described property do hereby acknowledge that the tax proration used in the settlement of this transaction is based upon the most recent tax amount billed on the subject property. Buyer(s) and Seller(s) hereby authorize MONARCH TITLE COMPANY, INC. to complete the proration credit/charge based upon the information provided herein.


City Taxes (if applicable) \$ \_\_\_\_\_ for the tax year 20\_\_  
County Taxes \$ 2086.17 for the tax year 2009

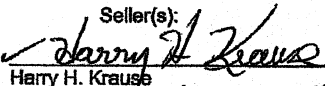
Unless otherwise noted, this amount has been used to compute the proration. Buyer(s) and Seller(s) acknowledge that this amount is only an estimate for the basis of completing this proration and is not a guaranty, real or implied, of the actual tax amount to be billed on the subject property for the current year. Buyer(s) and Seller(s) agree to hold MONARCH TITLE COMPANY, INC. harmless from any liability resulting from discrepancies in this estimated amount and the actual amount billed.

Buyer(s) and Seller(s) further agree that MONARCH TITLE COMPANY, INC. has no liability whatsoever in matters concerning these prorations, estimated tax amounts used in these prorations or calculations of any of these amounts. Buyer(s) and Seller(s) agree that in the event a re-proration of taxes becomes necessary once actual bills are issued, said re-proration shall be handled between Buyer(s) and Seller(s) and/or their agents.

BUYERS FURTHER ACKNOWLEDGE THEY MAY NOT RECEIVE A TAX BILL IN THE MAIL FROM THE COLLECTOR. BUYERS MUST REQUEST A DUPLICATE TAX STATEMENT FROM THE COUNTY COLLECTOR'S OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED AS THE ENTIRE TAX BILL WILL BE THE BUYER'S RESPONSIBILITY. TAXES ARE DUE 12/31. MONARCH TITLE COMPANY, INC. HAS NO LIABILITY IN PAYING THE CURRENT YEAR TAX BILL.

Dated:

Buyer(s):  
  
Adam C. Fallert      1/8/2010

Seller(s):  
  
Harry H. Kraus      Jan 5 2010



---

(Space above reserved for Recorder of Deeds Certification)

**GENERAL WARRANTY DEED**

This Deed, made and entered into this 5th day of January, 2010, by and between  
Harry H. Krause, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and  
Adam C. Fallert

Grantee(s),

Grantee(s) address: 5129-5131 W Louisville Ct Columbia, MO 65203  
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit:

Lot Eighty-three (83) of GEORGETOWN WEST PLAT NUMBER THREE (3) as shown by the Plat recorded in Plat Book 26, Page 13, Records of Boone County, Missouri.

---

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2010 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written.

✓ Harry H. Krause 1-5-10  
Harry H. Krause

STATE OF MISSOURI <sup>Montana</sup> )  
COUNTY OF Flathead ) ss.

On this 5 day of January, 2010, before me personally appeared:  
Harry H. Krause, a single person

to me known to be the person or persons described in and who executed the same as his  
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ashley J. King  
Notary Public

My Commission Expires: 08/07/2011



ASHLEY J. KING  
Notary Public For The  
State Of Montana  
Residing at Kalispell  
My Commissions Expires  
08/07/2011

# LIMITED SHOWING LISTING AGREEMENT

This is a legally binding contract. If not understood, seek competent advice.

In consideration of your efforts to find a purchaser for the following described real estate situated in the county of BOONE, State of Missouri, to-wit: GEORGETOWN WEST PLAT 3 LOT 83 more commonly described as: 5129-5131 LOUISVILLE CT City COLUMBIA, Missouri. The undersigned OWNERS hereby appoint REMAX BOONE REALTY, BROKER (hereinafter referred to as BROKER), for a period from listing date to expiration date as indicated below, for the purpose of finding buyers, at a sale price of \$ 195,000, and terms of CASH FOR EQUITY (or with OWNERS consent, for a different sum or on other terms).

## COMPENSATION TO BROKER:

1. INITIAL RETAINER FEE. The Seller shall pay Broker a retainer fee in the amount of \$ 0, which shall be subtracted from any compensation due the Broker under this agreement. The retainer fee is non-refundable and is earned by Broker when paid. Broker acknowledges receipt of said fee and it shall be deposited in Broker's business account and not into an escrow or trust account. Seller acknowledges the Broker's right to the fee is not contingent on the contract being consummated or terminated.

2. COMMISSION OR FEE. For the limited purpose of showing to one prospective buyer and selling to said buyer (or showing to such additional prospective buyers as the parties mutually agree) before the expiration date and time of this agreement, then OWNERS shall pay to BROKER 3.1% OF SALES PRICE EXCLUDING CLOSING COST CREDITS as his commission due. In the event BROKER negotiates an exchange of the above property for other real property, the same commission rate shall be paid.

A. EXCLUSIVE RIGHT TO SELL, as the sole and exclusive agent. If a ready, willing and able buyer is found by BROKER, Buyer's Agent, OWNERS, or by any other broker, before the expiration date and time of this agreement;

☒ B. EXCLUSIVE AGENCY, but reserving the right of the OWNER to sell the property and OWNER agrees not to list with other Brokers during the period of this agreement. If a ready, willing and able buyer is found by BROKER, Buyer's Agent, or by any other broker, before the expiration date and time of this agreement;

PROTECTION PERIOD AFTER TERMINATION. Such compensation shall be paid if property is sold, conveyed, or otherwise transferred within 60 days after the termination of this agreement or any extension thereof with whom the agent, OWNERS, or BROKER (including an agent working under a Buyer's Agency Agreement) has introduced property prior to termination, provided notice has been received in writing, including the name of prospective purchasers, before or upon termination of this agreement or any extension thereof. However, there shall be no obligation to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker and the sale, lease or exchange of the property is made during the term of said protection period.

DISCLOSED DUAL AGENCY. OWNER acknowledges that BROKER provides seller representation service such as under this listing agreement as well as buyer representation services under various buyer agency agreements. In the event that a Buyer, with whom broker has a buyer's agency agreement, desires to view property listed with BROKER, a Dual Agency will occur and default to Transaction Brokerage is prohibited. Under a Dual Agency relationship, BROKER and its agents will act as agent for both Buyer and OWNER of the real estate. BROKER and its salespersons can legally be the agents of both OWNER and Buyer in a transaction, but only with the knowledge and consent of both OWNER and Buyer. Under a Dual Agency relationship, any commission or other payment under this agreement will be made to BROKER by OWNER unless the BROKER, OWNER, and Buyer agree otherwise in writing.

The following information shall not be disclosed by a dual agent without the consent of the affected party: (1) That a buyer is willing to pay more than the purchase price offered for the property; (2) That a seller is willing to accept less than the asking price for the property; (3) What the motivating factors are for any client buying or selling the property; (4) That a client will agree to financing terms other than those offered; and (5) The terms of any prior offers or counter offers made by any party.

A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

OWNER acknowledges that the Dual Agency provisions (are accepted ☒ (are not accepted ☐). If accepted, BROKER is authorized to show OWNER'S property to buyers with whom BROKER has buyer agency agreements. If offers are made on such properties, OWNER authorizes BROKER to negotiate such offers according to the provisions in this Disclosed Dual Agency paragraph.

COOPERATION WITH OTHER BROKERS. OWNERS understand that prospective buyers may in some cases be represented by a Buyer's Agent or may be working with a Transaction Broker. OWNERS hereby authorize BROKER or his representative to accept disclosures of Brokerage status on OWNERS behalf; to allow the property to be shown by Buyer's Agents and Transaction Brokers; and to allow the property to be shown by Buyer's Agents or Transaction Brokers without BROKER or his representative being present. Owners acknowledge that neither the BROKER, any cooperating BROKER, nor any of their affiliated licensees are an insurer against the loss of personal property or personal injury occurring on the property as a result of showings or inspections of OWNERS property; and OWNERS therefore agree to release and hold harmless these licensees from any responsibility for such damage or injury caused by anything other than the licensee's gross negligence or intentional acts.

The OWNERS authorize the BROKER to cooperate with and offer a portion of the BROKERS commission to licensees working under a (1) Buyer's Agency agreement of 3 % and (2) Subagency agreement of 3 %, and (3) Transaction Brokerage relationship of 3 % (Note that any space left blank will result in no authorization to cooperate with another designated BROKER or their affiliated licensee acting in that designated capacity).

## LEAD-BASED PAINT DISCLOSURE and SELLER'S PROPERTY DISCLOSURE: (Check As Applies)

☒ A. OWNERS represent and warrant that the sale or lease of the above property is exempt from the federal disclosure regulations because (1) the property is not residential real property or (2) the property was constructed in 1978 or later, or (3) other (describe) \_\_\_\_\_.

☐ B. The sale or lease of this property is not exempt from the disclosure obligations under federal regulations and Seller agrees to complete The Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards as prescribed by federal law.

☐ C. OWNERS agrees to complete Seller's Property Disclosure form that is attached to this listing agreement and OWNERS authorizes the BROKER to provide

Hal Krause  
427 1<sup>st</sup> Street East  
Kalispell, Montana 59901  
June 30, 2009

Todd Reynolds  
5129 Louisville CT  
Columbia Missouri 65202

Dear Todd:

Upon my first inspection on Nov 12th 2009 it was found that there were burn in carpets in all three bedrooms and the living room. The walls were very dirty and there were gouges in the ceilings. As stated in your lease that this unit was a NO smoking unit. To remove some of the smell of smoke, burn damage and marks on painted surfaces all carpets were replaced and all walls and ceilings were painted. A bedroom and bathroom door were damaged and had to be replaced.

Replace Carpets Master&UpStairs	\$1,300.00	Cleaning needed:	
Garage Door Openers Missing	\$0.00	Master Tub/shower	\$10.00
Keys Missing	\$0.00	Range	\$0.00
2 interior doors broken	\$250.00	Window Cleaning	\$50.00
Sub ----->	\$1,550.00		\$0.00
		Paint	\$800.00
Screen Damaged FR Living	\$15.00	Blinds	\$35.00
Bulbs missing/burned out		Toilet Seats	\$20.00
Vanity Bulbs in Master Bath	\$2.00		
Bulb in SW Bedroom	\$2.00		
Bulb in Garage door opener	\$2.00		
Sub	\$1,571.00		\$915.00
Total Damages			\$2,486.00
		Rent to Nov 11	\$832.00
		Late Fees	\$3680.00
		Total Due	\$6998.00

These damages, rents and late fees to the property at 5129 Louisville Court of \$6998.00 exceed the amount of the security deposit retained of \$650. It is requested that the \$6348.00 paid as soon as possible.

If you feel any or part of this is in error please feel free to contact me.

Sincerely,

Hal Krause  
573-234-6200

Agree \$283 to pay \$200 cash and \$83 check  
received \$283  
Hal Krause 12-4-09  
4-7 04-DEC-09  
283



**COLUMBIA  
CARPET  
CLEANING**

2501 Blackfoot  
Columbia, MO 65202

Quality Service With Satisfaction Guaranteed

Call Keith @ 424-1000

Invoice

Invoice #:

Date: 11/11/09

Bill To: Todd Reynolds

Job Site: 5129 Louisville Ct.

Description

Amount

<p>cleaned 3 bedrooms stairs &gt;</p> <p>PAID</p> <p>Thanks,</p> <p><i>[Signature]</i></p>	<p>\$110.00</p>
--	-----------------

Retain top portion for your records. Return bottom portion with payment.

Balances received after 30 days will  
be charged 1.5% monthly

Balance Due: \$110.00

Invoice #:

# MasterTech Plumbing

445-7283

5150 I-70 Drive SW  
Columbia, MO 65203

www.mastertechplumbing.com

INVOICE #: M 7229

DATE: 08 27 08 DS #:

CUSTOMER NAME (Financially Responsible Party) <i>Todd Reynolds</i>		CALLER NAME		JOB CONTACT NAME	
JOB ADDRESS <i>5129 Louisville Ct</i>		CITY		STATE	ZIP
BILLING ADDRESS (If Different)		PH1		PH2	
E-MAIL ADDRESS		SERVICE PARTNER MEMBER? <input type="checkbox"/> Yes <input type="checkbox"/> No			

ORIGINAL REASON FOR THE CALL:

SUMMARY:

☐ See Summary of Findings sheet for additional information

**WORK AUTHORIZATION:** I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you to perform the above recommendation, and to use such labor and materials as you deem advisable. Unless prior authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 BILLING CHARGE is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract, including the terms and conditions on the reverse side hereof and agree to be bound by all the terms contained herein. All old parts will be removed from premises and discarded, unless otherwise specified herein.

I HEREBY AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK AT THE UPFRONT FEE OF \$ \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

For your peace of mind, should the repair amount exceed 25% of your system's replacement value, our technician is required to inform you of options for both repairing and replacing the equipment.

Qty	Task#	Description	Rate
	<i>Est 1001</i>	Service Call Charge	<i>55.00</i>
		Service Partner Membership	
<i>Est</i>	<i>CAMO100</i>	<i>Camera Lin</i>	<i>200.00</i>
<i>Est</i>	<i>DC023-A</i>	<i>Pull + Reset Stop for Camera</i>	<i>94.68</i>
<i>Est</i>	<i>1000</i>	<i>min Plumbing Diagon</i>	<i>55.00</i>

Warranty Statement: *Seems to be good but camera came out for it on A Camera*

☐ Pre-Approved Financing Terms: ☐ Please pay from this invoice - Work performed C.O.D.

**PAYMENT 1** Cash ☐ Check ☒ Check #: *2037* MC ☐ Visa ☐ Disc ☐ Auth #: \_\_\_\_\_ Card #: \_\_\_\_\_ Exp: MM YY

**PAYMENT 2** Cash ☐ Check ☐ Check #: \_\_\_\_\_ MC ☐ Visa ☐ Disc ☐ Auth #: \_\_\_\_\_ Card #: \_\_\_\_\_ Exp: MM YY

## WANT TO PAY LESS?

My Service Technician presented me with a Service Partner Program and explained the benefits

I want to save money and become a Service Partner ☒ YES Initial ONE

OR

At this time I decline the offer ☐ NO

STANDARD RATE TOTAL	<i>55</i>	<i>50</i>
DISCOUNT		
SP SAVINGS		
DISCOUNT TOTAL		
AMOUNT DUE	<i>55</i>	<i>50</i>

**ACCEPTANCE OF WORK PERFORMED:** I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. Non-sufficient funds checks will be represented electronically along with a service fee allowable by State Law. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all cost of collection fees and reasonable attorney fees. I agree that the amount set forth in the space marked "TOTAL COST" is the total flat price I have agreed to.

## SERVICE TECHNICIAN ACKNOWLEDGEMENT

Prior to the customer entering into the contract, I have discussed the nature of the service and cost and I have given a copy of the contract to the customer. All work I have done has been in compliance with company standards in a workmanship manner, to building codes when applicable.

## CUSTOMER SERVICE IS OUR #1 FOCUS

If you are not completely satisfied for any reason, please call and ask to speak with the Customer Service Manager. Your feedback is very important to us.

THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!

SIGNATURE \_\_\_\_\_ SIGNATURE *Adem* DATE *8-27-08*

I decline to have the recommended work performed at this time. SIGNATURE \_\_\_\_\_





4302

Bob

806-8622

801-8621 CLK

1650 Dixie Meadows Rd  
Fulton, MO 65251

Columbia: 573-815-7273 Fulton: 573-642-4433

QTY.	WORK PERFORMED	PRICE	DISCOUNT	TOTAL
100	Cleaned main line Blockage			104
100	Adjusted upstairs Toilet			52
	Panel CK 2031			
Totals:				176

Comments: Thanks Scott

Customer Approval Signature:

# MasterTech Plumbing

www.MasterTechPlumbing.com

INVOICE #: M 13654

DATE: MM 24 09 DS #: 217989

CUSTOMER NAME (Financially Responsible Party)		CALLER NAME		JOB CONTACT NAME	
<u>Hal Krawie</u>					
JOB ADDRESS		CITY		STATE ZIP	
<u>5129 Louisville Ct</u>					
BILLING ADDRESS (If Different)		PH1		PH2	
E-MAIL ADDRESS				SERVICE PARTNER MEMBER? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ORIGINAL REASON FOR THE CALL:

SUMMARY:

☐ See Summary of Findings sheet for additional information

**WORK AUTHORIZATION:** I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you to perform the above recommendation, and to use such labor and materials as you deem advisable. Unless prior authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 BILLING CHARGE is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract, including the terms and conditions on the reverse side hereof and agree to be bound by all the terms contained herein. All old parts will be removed from premises and discarded, unless otherwise specified herein.

I HEREBY AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK AT THE UPFRONT FEE OF \$

Signature: [Signature]

Print Name:

For your peace of mind, should the repair amount exceed 25% of your system's replacement value, our technician is required to inform you of options for both repairing and replacing the equipment.

Qty	Task#	Description	Rate
		Service Call Charge	
1	SAJ20	Service Partner Membership	50.00
1	DC028	Cable sewer thru toilet	200.00
1	cam000	Camera inspection & locate	free
1	1.0-0	chop concrete at located spot expose broken pipe	370.00
1	4.0-00	core drill hole thru basement wall, repair pipes under slab side connect to 4" stack in basement side, back fill and patch concrete	1629.38

Warranty Statement:

2 yr parts & labor

☐ Pre-Approved Financing Terms:

☐ Please pay from this invoice - Work performed C.O.D.

**PAYMENT 1** Cash ☐ Check ☐ Check #: 025704  
MC ☐ Visa ☒ Disc ☐ Auth #: 025704  
Card #:                      Exp: MM YY

**PAYMENT 2** Cash ☐ Check ☐ Check #:                       
MC ☐ Visa ☐ Disc ☐ Auth #:                       
Card #:                      Exp: MM YY

## WANT TO PAY LESS?

My Service Technician presented me with a Service Partner Program and explained the benefits

I want to save money and become a Service Partner

OR At this time I decline the offer

Initial ONE

☒ YES

☐ NO

STANDARD RATE TOTAL	2249.38
DISCOUNT	35.00
SP SAVINGS	150.00
DISCOUNT TOTAL	
AMOUNT DUE	2064.38

**ACCEPTANCE OF WORK PERFORMED:** I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. Non-sufficient funds checks will be represented electronically, along with a service fee allowable by State Law. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all cost of collection fees and reasonable attorney fees. I agree that the amount set forth in the space marked "TOTAL COST" is the total flat price I have agreed to.

SIGNATURE: [Signature]

## SERVICE TECHNICIAN ACKNOWLEDGEMENT

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SIGNATURE: [Signature]

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THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!

# MasterTech Plumbing

www.MasterTechPlumbing.com

INVOICE #: M 13655

DATE: MM 23 YY DS #: 2 1 7 9 8 9

CUSTOMER NAME (Financially Responsible Party) <u>Hal Krause</u>		CALLER NAME		JOB CONTACT NAME	
JOB ADDRESS <u>5129 Louisville Ct.</u>		CITY		STATE	ZIP
BILLING ADDRESS (If Different)		PH1		PH2	
E-MAIL ADDRESS				SERVICE PARTNER MEMBER? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ORIGINAL REASON FOR THE CALL:

SUMMARY: coming back tomorrow to do bid work will charge card for today's amount and tomorrow's then

☐ See Summary of Findings sheet for additional information

**WORK AUTHORIZATION:** I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you to perform the above recommendation, and to use such labor and materials as you deem advisable. Unless prior authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 BILLING CHARGE is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract, including the terms and conditions on the reverse side hereof and agree to be bound by all the terms contained herein. All old parts will be removed from premises and discarded, unless otherwise specified herein.

I HEREBY AUTHORIZE YOU

TO PROCEED WITH THE ABOVE

WORK AT THE UPFRONT FEE OF \$

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

For your peace of mind, should the repair amount exceed 25% of your system's replacement value, our technician is required to inform you of options for both repairing and replacing the equipment.

Qty	Task#	Description	Rate
		Service Call Charge	
		Service Partner Membership	
1	10028	Cable sewer thru toilet	200.00
1	600100	Camera & locate	free
1	1.0-0	chop concrete at located spot expose broken sewer pipe	370.00
est. 4.0-100		drill hole thru basement wall, connect 4" and 3" sewer pipes run thru wall connect to 4" stack, backfill hole in closet and patch concrete K2S.38	

Warranty Statement:

☐ Pre-Approved Financing Terms:

☐ Please pay from this invoice - Work performed C.O.D.

PAYMENT 1 Cash ☐ Check ☐ Check #: \_\_\_\_\_

MC ☐ Visa ☐ Disc ☐ Auth #: \_\_\_\_\_

Card #: \_\_\_\_\_ Exp: MM YY

PAYMENT 2 Cash ☐ Check ☐ Check #: \_\_\_\_\_

MC ☐ Visa ☐ Disc ☐ Auth #: \_\_\_\_\_

Card #: \_\_\_\_\_ Exp: MM YY

## WANT TO PAY LESS?

My Service Technician presented me with a Service Partner Program and explained the benefits

I want to save money and become a Service Partner

At this time I decline the offer

Initial ONE

**YES**

**NO**

STANDARD RATE TOTAL	570.00
DISCOUNT <u>my</u>	35.00
SP SAVINGS	
DISCOUNT TOTAL	
AMOUNT DUE	535.00

**ACCEPTANCE OF WORK PERFORMED:** I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. Non-sufficient funds checks will be represented electronically along with a service fee allowable by State Law. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all cost of collection fees and reasonable attorney fees. I agree that the amount set forth in the space marked "TOTAL COST" is the total flat price I have agreed to.

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SIGNATURE \_\_\_\_\_

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I decline to have the recommended work performed at this time. SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_