

CONTRACT

This agreement made and entered into this 28th day of March, 2024, by and between **ROGER MOORE and EILEEN MOORE, TRUSTEES OF THE ROGER AND EILEEN MOORE LIVING TRUST**, hereinafter called SELLERS, and _____, hereinafter called BUYER (whether singular or plural);

WITNESSETH:

1. That the SELLERS agree to sell, and the BUYER agrees to buy, upon the following terms and conditions the following described real estate situated in the County of Ralls, State of Missouri, to-wit:

Begin at the intersection of the South boundary of the right of way of the St. Louis and Hannibal Railroad with the South boundary of the New London and Mexico Public Road; thence South 34 degrees West with said road 14.22 chains to the corner of M.C. Biggs land; thence South 60-1/4 degrees East with the Biggs line 24.90 chains to corner of the Vining land; thence North 60-1/4 degrees East with the Vining land 13.85 chains to North line of right of way of said Railroad; thence following the line of said railroad right of way and railroad land of Ralls Junction; thence Northeastward and continuing Northeastward following Railroad right of way to the beginning and containing Seventy-Eight (78) acres, more or less, and being Lot No. Sixty-One (61) of Spanish Grant Survey NO. 3076 of S.S. Carroll and Co.'s Atlas of Ralls County, Missouri, this being the same tract of Eighty-One (81) acres as shown by Plat marked "Balis J. James" in John D. James partition recorded in Book 48, at Page 350 in the Recorder's office of Ralls County, Missouri, this deed being made subject to right of way conveyances to the State of Missouri for highway purposes; grantors herein also conveying all their right, title and interest in and to the now abandoned right of way of said Railroad Company. Subject to an electric light line easement conveyed to Missouri Power and Light Company, recorded in Book 147 at Page 86.

2. The purchase price is _____ Dollars (\$_____) per acre, for a total of _____ Dollars (\$_____), payable as follows: Ten Percent (10%) of the purchase price in cash at the time of the signing of this Contract, said sum to be deposited into escrow with Accurate Land Title Company of Hannibal, Missouri, as earnest money; and the balance payable in cash on the delivery of the deed.

3. Marketable title of record and in fact shall be conveyed by Warranty Deed free and clear of all encumbrances, except as provided herein.

4. In lieu of SELLERS furnishing BUYER an abstract of title for examination, the

SELLERS shall deliver to BUYER, prior to the date of closing, 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 the BUYER as the insured and issued by Accurate Land Title Company, a title insurance company licensed to write title insurance in the State of Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this contract and shall provide that a policy shall be issued immediately after SELLERS' General Warranty Deed to the BUYER is placed of record. All costs of owner's title insurance policy shall be paid by the SELLERS, and the premium of mortgagee's title insurance policy, if any, shall be paid by the BUYER.

5. Real estate taxes for the year 2024 and subsequent years shall be paid by the BUYER.

6. This transaction shall be closed at the offices of Accurate Land Title Company, Hannibal, Missouri, on or before April 30, 2024, or at such other place and time as the parties hereto may mutually agree upon in writing, at which time all money and papers shall be delivered and transferred and possession of the property shall be delivered to the BUYER, subject to the rights of the current farm tenant under Cash Rent Agreement dated April 11, 2016.

7. It is understood and agreed that the BUYER shall be entitled to the cash rent for 2024.

8. It is understood and agreed by BUYER that the premises are sold to and shall be accepted by BUYER at closing in an "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION SUBJECT TO ALL INFIRMITIES, and SELLERS make no representations, warranties or covenants, oral or written, express or implied, as to the condition and usefulness of the premises. Moreover, BUYER stipulates that BUYER has inspected the premises and that BUYER is entering into this agreement and is purchasing the premises based solely upon BUYER'S investigation and evaluation. BUYER further stipulates that BUYER has not relied upon any statement or representation, express or implied, by SELLERS, SELLERS' agents or employees, in BUYER'S decision to enter into this agreement and to purchase the premises. The provisions of this paragraph shall survive the closing and shall run with the land.

9. In the event the SELLERS perform their part of this contract or tender performance thereof, and the BUYER fails to perform BUYER'S part, then the Ten Percent (10%) earnest money deposit made herewith shall be paid over to the SELLERS as liquidated damages, it being agreed that actual damages are difficult if not impossible to ascertain.

10. It is agreed that all closing costs in connection with this transaction shall be borne equally by the BUYER and the SELLERS.

11. Each party hereby agrees, at the other party's sole cost and expense, to cooperate with the other party in achieving an Internal Revenue Code ("I.R.C.") Section 1031 Tax Deferred Exchange provided, however, (a) the other party's inability to achieve such desired tax treatment shall not affect that party's obligation to proceed to closing on this transaction and (b) the cooperating party will not incur any additional obligations or liabilities or have its rights hereunder adversely affected as a result of such cooperation. Nothing contained herein shall be construed as any representation or warrant by either party that the other party will in fact be eligible for any benefit of an I.R.C. Section 1031 Tax Deferred Exchange.

12. "Facsimile signatures", as the term is commonly used with reference to facsimile machines used in transmitting documents, shall be and hereby are declared by all parties to this contract to be the same as an original signature to this contract; a facsimile of this contract, including the signature portion thereof, shall be treated and relied upon by all parties hereto as an original contract and authentic signature with the same legal force and effect as though the facsimile is in fact the original document to which a genuine signature has been affixed.

13. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names in triplicate the day and year first above written.

SELLERS:

BUYER:

**THE ROGER AND EILEEN MOORE LIVING
TRUST**

ROGER MOORE, Trustee

EILEEN MOORE, Trustee