

CONTRACT FOR SALE OF REAL ESTATE

COMES NOW the Emma Hoerr Living Trust, hereinafter referred to as "Seller" and

_____ hereinafter referred to as "Buyer".

NOW THEREFORE, for valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby contract and agree as follows:

1. Seller agrees to sell and Buyer agrees to buy a certain tract of real estate located in Marion County, Missouri, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

2. The purchase price shall be _____ payable at closing as hereinafter defined.

3. Upon execution of this contract, Seller shall submit this instrument to a reputable title insurance company of his choosing for the purposes of the issuance of a title commitment and ultimately a title policy insuring good and merchantable title in the amount of the purchase price. The cost of the title commitment and title policy shall be borne by Seller. Any expenses of title insurance for the protection of the lender shall also be the responsibility of Seller. In the event that a defect in title prohibits conveyance of good and merchantable title as contemplated, that closing may be extended an additional thirty (30) days to allow Seller an opportunity to correct any defects in title. In the event any such defects cannot be corrected, then this contract shall be declared void.

4. At the time of the execution of this Contract, Buyer shall pay 10% of the purchase price as a nonrefundable down payment on the property. Said payment shall be made payable to Mark Twain Title Company and will be held in escrow until closing.

5. The parties agree that Seller will be responsible for all real estate taxes and assessments for the year 2023. Buyer will be responsible for 2024 taxes and real estate taxes for all subsequent years.

6. Prior to closing, Buyer shall adequately inspect the property to assure himself of the condition and usefulness for his purposes. Buyer agrees that the conveyance contemplated herein shall be "as is" with no warranties or representations being made by the Seller whatsoever with regard to the condition of the property or its fitness for any particular purpose. Seller further makes no representations or warranties with regard to restrictive covenants, zoning ordinances or other mandates or restrictions upon the use of the property. Instead, Buyer shall exercise due diligence to inform himself of any such requirements prior to closing.

7. All improvements will be conveyed to buyer in their current condition without any warranty or representation of any kind or nature.

8. Closing shall take place on or before May 3, 2024 subject to the provisions of paragraph 3, above. Closing shall take place at the offices of the title insurance company at a mutually agreeable time. At closing, Seller shall present to Buyer a General Warranty Deed conveying good and merchantable title to the premises to Buyer and Buyer shall tender the balance of the purchase price to seller as hereinbefore described.

9. The parties agree time is of the essence.

10. The parties agree that all closing costs shall be paid by buyer.

IN WITNESS THEREOF, the parties hereunto set their hands the date and year written above.

Scott Hoerr, Trustee
Emma Hoerr Revocable Trust, Seller
By: _____

Buyer
By: _____

Tract 3

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar 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 Remise, Release and forever Quit Claim unto the said party or parties of the second part the following described Real Estate, situated in the County of Marion and State of Missouri, to wit:

A tract of land being part of the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 59 North, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri being more particularly described as follows;

Beginning at a found iron pipe at the Northwest corner of said Southeast Quarter; thence South 89 degrees 30 minutes 38 seconds East along the North line of said Southeast Quarter a distance of 738.26 feet to a #5 rebar set and the True Point of Beginning; thence South 88 degrees 30 minutes 38 seconds East along said North line a distance of 1909.48 feet to found aluminum monument at the Northwest corner of said Southwest Quarter; thence South 88 degrees 09 minutes 58 seconds East along the North line of said Southwest Quarter a distance of 68.00 feet to a #5 rebar set; thence leaving said North line South 02 degrees 38 minutes 44 seconds West a distance of 1273.63 feet to a #5 rebar set; thence North 86 degrees 19 minutes 15 seconds West a distance of 1113.86 feet to a #5 rebar set; thence South 88 degrees 44 minutes 09 seconds West a distance of 464.83 feet to a #5 rebar set; thence North 82 degrees 25 minutes 46 seconds West a distance of 410.79 feet to a #5 rebar set; thence North 03 degrees 06 minutes 01 seconds East a distance of 1210.51 feet to the True Point of Beginning, containing 56.70 acres more or less.

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Along with a 40 foot wide Ingress/Egress Easement being part of the Southwest and Southeast Quarters of Section 31, Township 59 North, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri the centerline being more particularly described as follows

Commencing at a found iron pin at the Northeast corner of said Southwest Quarter; thence North 88 degrees 12 minutes 22 seconds West along the North line of said Southwest Quarter a distance of 212.40 feet; thence leaving said North line South 01 degrees 55 minutes 38 seconds West a distance of 20.00 feet to Point of Beginning of said centerline; thence South 88 degrees 12 minutes 22 seconds East a distance of 212.50 feet; thence South 88 degrees 30 minutes 38 seconds East a distance of 737.75 feet to the Point of Termination of said centerline.

All as per Survey #23-0217 as made in December 2023 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

THE PARTIES HERETO, state and acknowledge that this deed is executed pursuant to the order of the court in Marion County Case No. 19MM-CV00158. The parties further state that it is the intent of this deed to convey the property known as "A Portion of the Strate Place" as so described in said Judgment.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their name-on behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its _____, attested by its _____ and its corporate seal hereto affixed, the day and year first above written.

THE BRENT W. HOERR TRUST