

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



House

Description – Emma L. Hoerr Living Trust  
3.0 Acre Tract #4

2024-008555  
Revised – March 25, 2024

A tract of land lying in the East Half of the Northwest Quarter of Section 18, Township 59 North, Range 5 West, Marion County, Missouri and being more fully described as follows to-wit:

Commencing at the Northwest Corner of the East Half of the Northwest Quarter of said Section 18, from which a 5/8" iron pin bears South 01 degree, 56 minutes and 06 seconds West 15.00 feet; thence South 88 degrees, 16 minutes and 04 seconds East along the North line of said Section and along Marion County Route #346 a distance of 256.38 feet to the **True Point of Beginning**, from which a 5/8" iron pin bears South 01 degree, 43 minutes and 56 seconds West 15.00 feet; thence continue South 88 degrees, 16 minutes and 04 seconds East along said North line and said County Route 392.93 feet to a point from which a 5/8" iron pin bears South 01 degree, 43 minutes and 56 seconds West 15.00 feet; thence South 01 degree, 43 minutes and 56 seconds West leaving said North line and said County Route 238.94 feet to a 5/8" iron pin; thence South 50 degrees, 49 minutes and 51 seconds West 173.75 feet to a 5/8" iron pin; thence North 88 degrees, 16 minutes and 04 seconds West parallel with the North line of said Section 261.60 feet to a 5/8" iron pin; thence North 01 degree, 43 minutes and 56 seconds East 352.70 feet to the Point of Beginning, containing 3.0 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2024-008555 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during March of 2024.

Prepared by  
JANES SURVEYING, Inc.  
222 South Main  
Palmyra, Missouri 63461