

APPLICATION

(FORM #700)

SAMPLE

Home Ownership Purchase Enhancement (HOPE) Program

Application

Incentive Type:

Which incentive are you applying for? (Please check one incentive box only)

Real estate property tax HOPE incentive only.

- If you select this box you must submit Documents listed 1 through 10 on the instruction page to receive the real estate property tax HOPE incentive. However, you are waiving your ability to receive the energy efficiency HOPE incentive.

Real estate property tax HOPE incentive **plus** energy efficiency HOPE incentive.

- If you select this box you must submit Documents listed 1 through 10 on the instruction page to reserve funds for the real estate property tax HOPE incentive. However, the energy efficiency Document (10 or 11) may be sent in with this application or at a later date, but no later than 90 days after the home purchase date. One combined payment will be made once the energy efficiency incentive documentation has been received by MHDC.

Applicant Name and Mailing Address:

Primary Borrower First Name: Alice Co-Borrower First Name: James
 Primary Borrower Last Name: Sample Co-Borrower Last Name: Sample
 Mailing Address: 3435 Broadway City: Kansas City County: Jackson Zip Code: 64111
 Phone Number: (816) 759-6600 (Daytime #)
 Email Address: asample@mhdc.com (Provide if applicant prefers to receive communication from MHDC via email)

Purchased Home Information:

Street Address: 3435 Broadway City: Kansas City County: Jackson Zip Code: 64111
 Purchase Date: 01/10/10 Contract Date: 01/01/10 Existing Home or New Construction New
 2009 Real Estate Property Tax Bill: \$ 1,250.00

Household and Income:

Please provide annual gross income, which is defined as the amount of annual income before all deductions, except that which is specifically excluded by the Internal Revenue Code.

Primary Borrower: \$ 25,000.00 Spouse/Co-Habitant Income: \$ 30,000.00 (enter \$0 if spouse/co-habitant does not earn income)

Direct Deposit Payment Option:

Bank Account # 99999999 Routing # 10101010

Please attach a voided check to this application to receive direct deposit payment. A voided check is REQUIRED for direct deposit.

This program has been initiated pursuant to the approval of the Missouri Housing Development Commission (the "Commission"). Because the funds available for this program are limited, submission of an application by a qualified person or persons does not guarantee that program assistance will be awarded. The Commission and its staff reserve the right to reject any application which they, in their sole determination, deem to be incomplete, inaccurate, or fraudulently submitted. No rights in any funds under this program shall be deemed to be vested in any person or persons submitting an application unless and until such person or persons has/have received an actual award of program funds. The Commission reserves the right to suspend and/or terminate this program at any time, and for any reason, without notice irrespective of the receipt and or processing of any application. Furthermore the Commission reserves the right to modify the rules and/or documents relating to the administration of the program by posting same to the Commission's website.

HOME PURCHASE AFFIDAVIT

(FORM 705)

Home Ownership Purchase Enhancement (HOPE) Program

Home Purchase Affidavit

Notice:

This affidavit is a sworn statement executed under penalty of perjury.

I/We Alice Sample, James Sample under penalty of perjury, upon oath and duly sworn, state that:

1. I/We are of lawful age (at least 18 years old) and sound mind.
2. On the 10 day of January, 2010, I/we purchased a residential home (1-4 dwelling units in the building) located at 3435 Broadway in the county of Jackson, Missouri.
3. I/We executed a contract to purchase the above referenced home on the date of January 1, 2010.
4. I/We shall occupy the above referenced property as our primary residence.
5. I/We have attached a copy of the HUD-1 closing statement evidencing purchase of this residential house, and wish it to be incorporated into this sworn affidavit.
6. I/We did not purchase the above referenced home from a relative or spouse.
7. I/We qualify as a low income or moderate income person or family as defined by the Missouri Housing Development Commission, based on the following:

Maximum Annual Gross Household Income

Property Location	Non-Targeted Areas		Targeted Areas	
	1-2 Person Household	3+ Person Household	1-2 Person Household	3+ Person Household
Kansas City MSA Counties <i>Caldwell, Cass, Clay, Clinton, Jackson, Lafayette, Platte, Ray</i>	\$70,400	\$80,960	\$84,480	\$98,560
St. Louis MSA Counties <i>Franklin, Jefferson, Lincoln, St. Charles, St. Louis City, St. Louis County, Warren</i>	\$67,900	\$78,085	\$81,480	\$95,060
Jefferson City MSA Counties <i>Callaway, Cole, Osage</i>	\$65,700	\$75,555	\$78,840	\$91,980
Columbia MSA Counties <i>Boone, Howard</i>	\$63,000	\$72,450	\$75,600	\$88,200
All Other Areas	\$58,300	\$67,045	\$69,960	\$81,620

Gross Household Income is defined as the amount of a household's annual income at the time they purchased the property before all deductions or taxes, except that which is specifically excluded by the Internal Revenue Code. A Targeted Area is an area in which 70% or more of the families have an income which is 80% or less of the statewide median. The list of Targeted Area census tracts may be found at www.mhdc.com/homes/targeted/targeted_areas.htm

8. I/We state that my/our annual gross income, defined as the amount of annual income before all deductions, except that which is specifically excluded by the Internal Revenue Code is: Primary Borrower: \$25,000.00 If applicable, Spouse/Co-Borrower Income: \$30,000.00 (enter \$0 if Spouse/Co-Borrower does not earn income).

I/We understand that this Affidavit is a sworn statement executed under penalty of perjury for false statement, do hereby swear that the above and foregoing is true.

Signature(s)

Alice Sample

James Sample

Notarize Here:

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____ in the year 2010.

PROMISSORY NOTE

(FORM #720)

SAMPLE

PROMISSORY NOTE ("Note")

Form #720

(Home Ownership Purchase Enhancement Program)

January 14, 2010

[Date of execution]

Kansas City, MISSOURI

[City]

[State]

3435 Broadway

(the "Property")

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I, the undersigned ("Borrower(s)") do promise to pay the Lender the amount I receive, up to a maximum \$1,750 (this amount is called "Principal"), upon the occurrence of any of the events listed in section 3A. The Lender is MISSOURI HOUSING DEVELOPMENT COMMISSION, 3435 Broadway, Kansas City, Missouri 64111 ("Lender"). I will make all payments under this Note in the form of cash, check or money order.

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of zero percent (0%).

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) I will pay to the Lender the principal amount approved and disbursed by Lender pursuant to this Note specified below (the "Principal Due") upon the occurrence of any of the events listed in this section 3A, if such an event occurs within one (1) year from the date the Borrower receives the Principal. The amount the Borrower will owe the Lender is amount of the Principal Due, always provided, that if the Borrower shall well and truly keep and perform all and singular and several the covenants and agreements set forth in this Note (specifically sections 3(A) (1, 2 or 3)), such performance shall be deemed adequate consideration so that, ALL Principal advanced herein and hereunder shall be deemed to be fully paid and discharged.

The Principal Due will become immediately due and payable to the Lender upon the occurrence of any of the following events:

1. Borrower(s) cease to occupy the Property described in the Promissory Note; or
2. Borrower(s) sell, transfer or otherwise dispose of the Property; or
3. Misrepresentation of any information required to be provided in any HOPE program application document.

(B) I will make my payments at the office of Missouri Housing Development Commission, 3435 Broadway, Kansas City, Missouri 64111, or at a different place if required by the Lender.

(C) If Lender does not approve the HOPE application of the Borrower and there is never any money disbursed there will be no resulting obligation under this Note.

4. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Lender a notice of my different address.

Any notice that must be given to the Lender under this Note will be given by delivering it or by mailing it by first class mail to the Lender at the address stated in Section 1 above or at a different address if I am given a notice of that different address.

5. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

6. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

Borrower(s) Signature:

Alice Sample

- Borrower

James Sample

- Borrower

[Sign Original Only]

Notarize Here:

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____ in the year 2010.

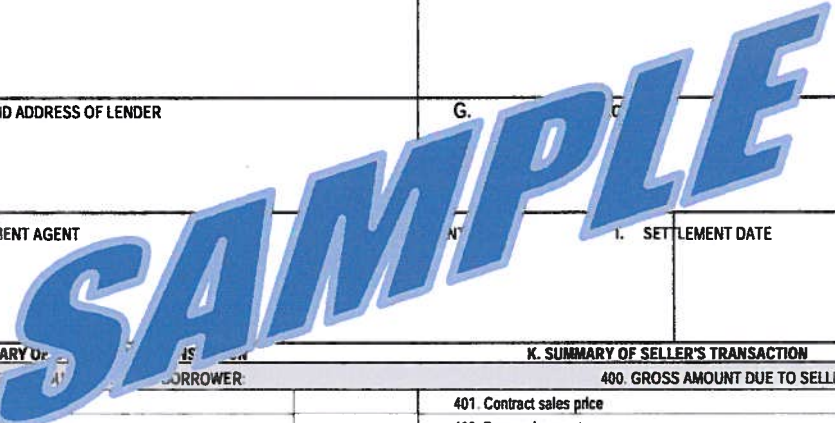
**HUD-1
SETTLEMENT STATEMENT**

SAMPLE

<p style="text-align: center;">U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</p> <p style="text-align: center;">SETTLEMENT STATEMENT</p>	<p>B. TYPE OF LOAN</p> <p>1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV.UNINS.</p> <p>4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV.INS.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">6. FILE NUMBER</td> <td style="width:50%;">7. LOAN NUMBER</td> </tr> <tr> <td colspan="2">8. MORTGAGE INSURANCE CASE NUMBER</td> </tr> </table>	6. FILE NUMBER	7. LOAN NUMBER	8. MORTGAGE INSURANCE CASE NUMBER	
6. FILE NUMBER	7. LOAN NUMBER				
8. MORTGAGE INSURANCE CASE NUMBER					

C. **NOTE:** 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 "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals

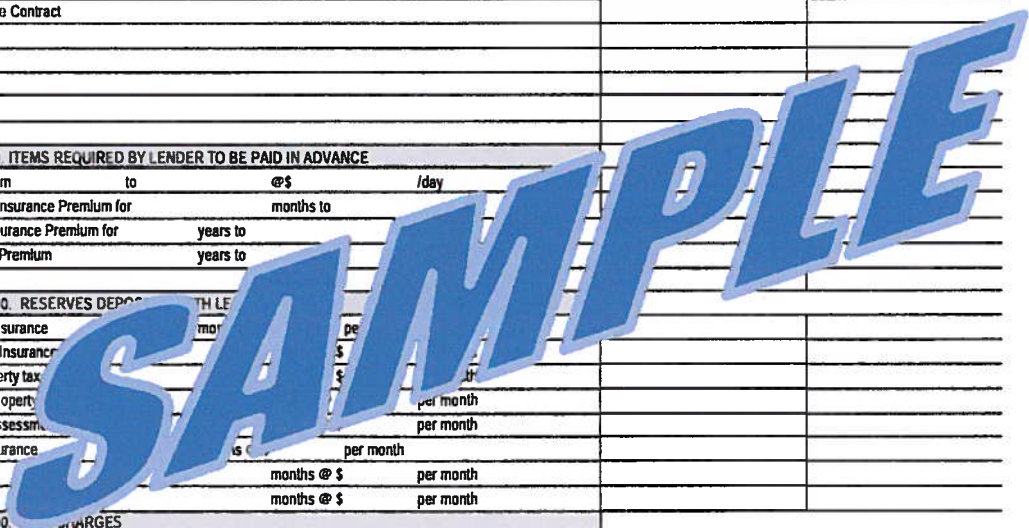
D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER
F. NAME AND ADDRESS OF LENDER	G. NAME AND ADDRESS OF BUYER
H. SETTLEMENT AGENT	I. SETTLEMENT DATE



J. SUMMARY OF BORROWER'S TRANSACTION	K. SUMMARY OF SELLER'S TRANSACTION
100. GROSS AMOUNT DUE TO BORROWER:	400. GROSS AMOUNT DUE TO SELLER:
101. Contract sales price	401. Contract sales price
102. Personal property	402. Personal property
103. Settlement charges to borrower (line 1400)	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.
120. GROSS AMOUNT DUE FROM BORROWER	420. GROSS AMOUNT DUE TO SELLER
0.00	0.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	500. REDUCTIONS IN AMOUNT DUE TO SELLER
201. Deposit or earnest money	501. Excess deposit (see instructions)
202. Principal amount of new loan(s)	502. Settlement charges to seller (line 1400)
203. Existing loan(s) taken subject to	503. Existing loan(s) taken subject to
204. Second mortgage loan	504. Payoff of first mortgage loan
	Principal Balance \$
	Interest Adjustment \$
	Reserves () Credit () Deficit \$
205.	505. Payoff of second mortgage loan
	Principal Balance \$
	Interest Adjustment \$
206.	506. Second mortgage loan to Borrower
207.	507.
208.	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 to	511. County taxes to
212. Assessments to	512. Assessments to
213.	513.
214.	514.
215.	515.
216.	516.
217.	517.
220. TOTAL PAID BY/FOR BORROWER	520. TOTAL REDUCTION AMOUNT DUE SELLER
0.00	0.00
300. CASH AT SETTLEMENT FROM/TO BORROWER	600. CASH AT SETTLEMENT TO/FROM SELLER:
301. Gross amount due from borrower (line 120)	601. Gross amount due to seller (line 420)
302. Less amounts paid by/for borrower (line 220)	602. Less reductions in amount due seller (line 520) (0.00)
303. CASH (<input type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER	603. CASH (<input type="checkbox"/> TO) (<input checked="" type="checkbox"/> FROM) SELLER

L. SETTLEMENT CHARGES

700. TOTAL SALES BROKER'S COMMISSION			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
based on price \$	@	0.00% %		
<i>Division of Commission (line 700) as follows:</i>				
701. \$	to			
702. \$	to			
703. Commission paid as Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee		0.00% %		
802. Loan Discount				
803. Appraisal Fee		to		
804. Credit Report		to		
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee		to		
807. Assumption Fee				
808. Tax Service Contract				
809.				
810.				
811.				
812.				
813.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to	@ \$ /day		
902. Mortgage Insurance Premium for		months to		
903. Hazard Insurance Premium for		years to		
904. Flood Ins. Premium		years to		
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance		per month		
1002. Mortgage Insurance		\$ per month		
1003. City property tax		\$ per month		
1004. County property tax		per month		
1005. Annual assessments		per month		
1006. Flood insurance		per month		
1007.		months @ \$ per month		
1008.		months @ \$ per month		
1100. OTHER 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		
		<i>(includes above items numbers;</i>		
1108. Title insurance		to		
		<i>(includes above items numbers;</i>		
1109. Lender's coverage		\$		
1110. Owner's coverage		\$		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed \$; Mortgage \$; Release \$				
1202. City/county tax/stamps: Deed \$; Mortgage \$				
1203. State tax/stamps: Deed \$; Mortgage \$				
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey		to		
1302. Pest inspection		to		
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES <i>(enter on lines 103, Section J and 502, Section K)</i>			0.00	0.00



SAMPLE

2009 REAL ESTATE PROPERTY TAX BILL

1003 Uniform Mortgage Loan Application

SAMPLE

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower" as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN

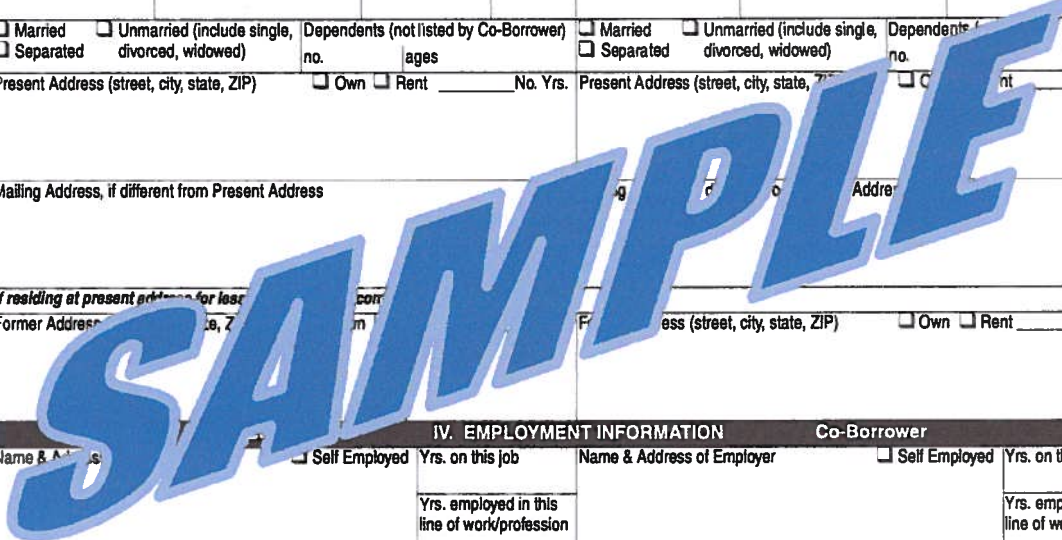
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months	Amortization Type:	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM	<input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP)		No. of Units
Legal Description of Subject Property (attach description if necessary)		Year Built
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
<i>Complete this line if construction or construction-permanent loan.</i>		
Year Lot Acquired	Original Cost \$	Amount Existing Liens \$
		(a) Present Value of Lot \$
		(b) Cost of Improvements \$
		Total (a + b) \$
<i>Complete this line if this is a refinance loan.</i>		
Year Acquired	Original Cost \$	Amount Existing Liens \$
		Purpose of Refinance
		Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
		Cost: \$
Title will be held in what Name(s)		Manner in which Title will be held
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
Social Security Number	Social Security Number
Home Phone (incl. area code)	Home Phone (incl. area code)
DOB (MM/DD/YYYY)	DOB (MM/DD/YYYY)
Yrs. School	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Married <input type="checkbox"/> Separated
<input type="checkbox"/> Unmarried (include single, divorced, widowed)	<input type="checkbox"/> Unmarried (include single, divorced, widowed)
Dependents (not listed by Co-Borrower) no. ages	Dependents (not listed by Borrower) no. ages
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
<i>If residing at present address for less than one year, complete the following:</i>	<i>If residing at present address for less than one year, complete the following:</i>
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.



IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Yrs. on this job	Yrs. on this job
Yrs. employed in this line of work/profession	Yrs. employed in this line of work/profession
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)
<i>If employed in current position for less than two years or if currently employed in more than one position, complete the following:</i>	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from - to)	Dates (from - to)
Monthly Income \$	Monthly Income \$
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from - to)	Dates (from - to)
Monthly Income \$	Monthly Income \$
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.

Borrower:

Agency Case Number:

Co-Borrower:

Lender Case Number:

SAMPLE

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature

Date

Co-Borrower's Signature

Date

X

X

Drivers License

SAMPLE

MISSOURI
DRIVER LICENSE

Class
F

License Number T139281999

SAMPLE
SAMPLE
ALICE BETH
123 MAIN ST.
JEFFERSON CITY, MO 64109

Birthdate 10-09-1960 Expiration Date 10-09-2013
Female 5'06 160 lbs Gray Eyes
Restrictions A Endorsements

SAMPLE



MISSOURI DRIVER LICENSE

Home Purchase Contract

SAMPLE

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

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

Form # 2090 08/2001

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY.

Buyer agrees to purchase from the undersigned Seller, the following real property located in the _____ of _____ Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address:

2. INCLUSIONS AND EXCLUSIONS.

(NOTE: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question.) The purchase price includes all existing improvements on the property (if any) and appliances, fixtures and equipment (which Seller guarantees to own free and clear) including:

- All Keys and Remote Entry Controls
- Electric Garage Door Opener(s) and Control(s)
- Exterior Lighting, Landscaping & Mailbox
- Invisible Pet Fence Systems & Collars
- Attached Gas Fired Barbeque Grills
- Attached TV Antennas
- Satellite Dish(es), Receiver(s) & Remote(s)
- All Lighting Fixtures & Ceiling Fans
- Attached Mirrors and all Bathroom Mirrors
- Dishwashers & Trash Compactors
- Ovens/Ranges and Attachments
- Built in Microwave Ovens
- Built in Heating, Ventilating & Cooling Systems
- Radiator Shields
- Built in Plumbing Systems & Fixtures
- Water Softeners & Sump Pump
- All Window Air Conditioning Units
- Attached Floor Coverings
- Attached Shelving & Closet Organizers
- Curtain & Drapery Hardware
- Blinds, Shades, Shutters & Awnings
- Screens & Storm Windows
- Security & Alarm Systems
- Attached Fireplace Equipment & Doors
- Artificial Fireplace Logs
- Central Vacuum Systems & Attachments
- All Articles Now Provided For Tenant Use

In addition, the following items are included _____

The following items are excluded _____

3. PURCHASE PRICE.

\$ _____ is the total purchase sale price to be paid as follows:

\$ _____ earnest money received for delivery to deposit by _____ escrow agent. Selling broker to be escrow agent if none specified above.

\$ _____ additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or _____

The balance, including adjustments set forth in Paragraphs 4 or 9, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at closing, by cashier's check, wire transfer or any form acceptable to closing agent.

4. METHOD OF FINANCING.

Conventional, FHA or VA Financing. Buyer agrees to apply for a loan, as described below, within _____ days after "Acceptance Deadline" date. If Buyer does not apply within that time for the loan described below, Buyer waives this financing contingency. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer receives a written loan commitment for the financing described below, by the loan commitment date, this contingency is satisfied. In the event Buyer wishes to accept a written loan commitment obtained by the commitment deadline for terms different from those described and applied for, Buyer must waive this financing contingency in writing, before the loan commitment deadline. (Note: If this contingency is waived or satisfied, Buyer remains obligated under this contract. Therefore, Buyer should not waive without the certain ability to have the funds to close. Buyer's failure to close after waiver or satisfaction of this contingency due to Buyer's inability to obtain funding can result in the loss of the earnest money deposit, or in litigation and damages for default.) If Buyer does not obtain a written commitment for a loan on the same terms as described below, or waive this contingency in writing, by 5:00 p.m. on _____ (or any written extension), this contract is terminated and Buyer expressly waives any right to close this sale and acknowledges Seller's right to sell this property to another party. In the event of termination as described, and provided that Buyer has fulfilled the loan application requirements recited above, earnest money deposit will be returned to Buyer, subject to paragraph 12, less any expenses incurred by or in behalf of Buyer. Any loan commitment contingent upon the lender's receipt of an acceptable appraisal, investor approval, Private Mortgage Insurance approval, or requiring any of Buyer's debts to be paid or property to be sold and/or closed shall not be considered a commitment hereunder. If Buyer elects to "float" rather than "lock in" an available rate at or below the rate described below, Buyer may not terminate this contract by reason of being unable to obtain the interest rate recited below. Buyer agrees to fund and authorize and directs lender and selling broker to promptly furnish a copy of the "obtained" written loan commitment to Seller or listing broker. Buyer to pay for mortgage insurance, if required by lender.

Loan amount: \$ _____ Initial interest rate not to exceed: _____ % Amortization term: _____ years

Other terms:
TYPE: Conventional FHA (attach Rider #2135) VA (attach Rider #2135)
 Fixed Rate Adjustable Rate Other _____

Buyer shall pay the initial _____ loan fees/points. Seller shall pay points in excess of Buyer's obligation, if any, up to _____ points.

Assumption by Buyer of Existing Note and Deed of Trust. Buyer will assume and agree to pay the note(s) and deed(s) of trust which is now a lien against the property. Approximate present balance of note(s) \$ _____ (See rider #2105)

Seller to Take Back Note and Deed of Trust. Seller will furnish part of the purchase price by taking back a note and deed of trust on the property to be signed by Buyer at closing. Amount of note \$ _____ (See rider #2097)

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

5. CLOSING AND POSSESSION.

The "Closing" is the exchange of the deed for the purchase price. The closing of this sale shall take place on _____ Title will pass when the sale is closed or any other date that both parties agree, at the office of _____ Possession of the property and keys to be delivered to Buyer no later than _____ m. of _____ (Note: If possession is on a day other than day of closing, parties should complete an appropriate rider to this contract.) Broker is not responsible for delivery of keys and it is recommended that Buyer change locks following possession. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant as of time of possession and delivered to Buyer in its present condition (together with any improvements or repairs required by this contract, ordinary wear and tear excepted). Buyer and Seller authorize title company and/or closing agent to (release to broker(s) signed copies of the closing statements.

6. RIDERS.

The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- | | |
|--|--|
| <input type="checkbox"/> Appraisal Rider (Form #2040) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2044) |
| <input type="checkbox"/> Assumption by Buyer of Existing Note and Deed of Trust (Form #2105) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| <input type="checkbox"/> Back-up Contract (Form #2120) | <input type="checkbox"/> Public Water Utility Rider (Form #2160) |
| <input type="checkbox"/> Condominium Rider to Sale Contract (Form #2059) | <input type="checkbox"/> Rental Property Contingency (Form #2096) |
| <input type="checkbox"/> Contingency for Sale and Closing of Buyer's Property (Form #2092) | <input type="checkbox"/> Seller to Take Back Note and Deed of Trust (Form #2097) |
| <input type="checkbox"/> FHA/VA Rider (Form #2135) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> House Lease (Form #2118) | <input type="checkbox"/> Other _____ |

7. GAS APPLIANCE INSPECTION.

Seller agrees to provide to Buyer at closing (at Seller's expense, unless otherwise agreed) a certification from Laelete Gas or other appropriate utility or propane gas supply company, where applicable (dated not more than 30 days prior to the closing date in paragraph 5 of this contract) that the following are in good working order: (a) furnaces; (b) hot water heater; and all other gas appliances except _____. If seller has replaced or repaired said appliances following the inspection, the requirement shall be met if: (1) Seller provides to Buyer, at closing, proof that the replacement or repair has been completed by a reputable contractor; and (2) the appliance passes a changeover inspection by the appropriate utility if changeover is completed prior to closing.

8. TITLE AND SURVEY.

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

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

- Seller To Order, Provide and Purchase Title.** Not later than _____ days (5 if none stated) after the "Acceptance Deadline Date", Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker.

Seller shall pay for the title insurance, at closing, at a cost not to exceed \$_____. Buyer to pay title cost exceeding this amount.

- Buyer to Order and Purchase Title.** Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5. (Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, subject to defects that may be discovered.)

Buyer will close at title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report ("spot survey") of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey. Note: A "stake survey" is generally required in order to obtain full survey coverage in an owner's policy of title insurance. A "spot survey" is the minimum report normally required by a lender and it may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

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

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

122 **9. ADJUSTMENTS AND CLOSING COSTS**

122 Adjustments, charges, and closing costs are agreed to be paid by the parties (subject to Rider 2-155 and current FHA and VA regulations) as follows:

122 Buyer shall pay for (where applicable):

- 125 • hazard insurance premium(s)
- 126 • flood insurance premium if required by lender,
- 127 • survey,
- 128 • title company charges (including closing, recording and escrow fees) customarily paid by Buyer, subject to paragraph 3
- 129 • any charges imposed by lender, for example: appraisal and credit report fee, loan discount points, loan origination fees, funding fees, and other loan
- 130 expenses, unless specifically agreed to be paid by seller;
- 131 • building, termite and environmental inspections;
- 132 • special taxes, special subdivision assessments and condominium assessments levied after closing;
- 133 • municipal occupancy permit
- 134 • agreed upon repairs

133 Seller shall pay for (where applicable):

- 136 • existing loan on property (if not assumed by Buyer),
- 137 • any expenses of Buyer's loan agreed to in paragraph 3
- 138 • title company charges (including closing, releasing and escrow fees) customarily paid by seller (subject to paragraph 3)
- 139 • municipal, Conservation District and fire district inspection fee
- 140 • special taxes, special subdivision assessments and condominium assessments levied before closing,
- 141 • real estate commission to listing broker per agreement. Seller authorizes selling agent to be paid directly to selling broker
- 142 • Lacked Gas or other appropriate utility inspection;
- 143 • agreed upon repairs

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

- 145 • current rents (Seller to receive until day of closing) which are delinquent over thirty (30) days to be collected by Seller and not adjusted.
- 146 • general taxes (based on assessment and rate for current year) (if both are available, seller use based on previous year)
- 147 • subdivision fees assessments and monthly condominium fee,
- 148 • interest (when Buyer assumes existing loan)
- 149 • flat rate utility charges (including water, sewer, and trash).

150 **10. INSPECTIONS, DISCLOSURES AND WARRANTIES**

151 Within _____ days (10 if none stated) after the "Assessments/Headline" date (i.e., Inspection Period), Buyer may, at Buyer's option and expense, obtain written
152 inspection reports from any independent qualified inspectors of the property and improvements to be deemed necessary by Buyer, including, but not limited to, environ-
153 mental (lead, termite and wood destroying insect infestation and damage), plumbing, including water, well, sewer, septic and wastewater treatment systems,
154 roof and other structural improvements; heating and air conditioning systems and equipment, electrical systems and equipment, swimming pools and equipment,
155 chimney, flues and gas lines; basement leaks and exterior drainage; mechanical equipment, including appliances, school district, and square footage. Buyer's
156 Inspection Period will end upon the delivery of the inspection. Notwithstanding the above, whichever occurs first, a failure by Buyer to
157 have an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed.

158 Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:

- 159 (1) Buyer is satisfied with the inspection. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the
160 written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- 161 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12, less any expenses incurred by or on behalf of Buyer. In
162 this case, a complete copy of all written inspection reports shall be provided to Seller or listing broker.
- 163 (3) Buyer is willing to resolve upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written
164 inspection reports. The parties have a total of _____ days (10 if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the Reso-
165 lution Period) to reach a written agreement with the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the con-
166 tract is terminated. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the inspec-
167 tion Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph
168 even after further negotiation failed to produce an agreement.

169 The parties acknowledge that the listing broker and the selling broker have no responsibility and make no guarantee or representation as to: (1) the accuracy or
170 any component of the property; (2) the condition or repairs of any of the improvements on the property; (3) the title of the property; (4) any discrepancies that a sur-
171 vey may reveal. While the co-sponsors of the sale, (A) whether high net or net, are not real estate brokers or other licensed individuals may reside in the area to assist local
172 law enforcement officers, for information pertaining to this item. The parties understand that the real estate brokers may be present during inspections, however,
173 such presence shall not constitute an endorsement of any inspection. In the event of an inspection, the terms of this contract shall not be interpreted as providing the
174 licensee(s) with a special knowledge or understanding of the inspection result. Therefore, the parties hereby acknowledge that they will rely only upon the written
175 inspection results received from the appropriate expert(s).

176 Buyer acknowledges: (1) that listing broker and selling broker do not have expertise or responsibility for determining any defects that may be disclosed by any inspec-
177 tions; (2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company for any inspections, warranties, and ser-
178 vices; (3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and
179 the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; (4) that when choosing an inspector, warranty, ser-
180 vice company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions
181 insurance, liability insurance, business and professional liability, membership in professional associations and years of experience; (5) that there have been no war-
182 ranties, express or implied, by Seller or real estate brokers.

183 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS**

184 Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Seller agrees
185 to require any compliance inspection including municipality, Conservation and fire district, at Seller's expense, no later than four (4) days after "Assessments/
186 Dealbreak" date, when such inspection is required by appropriate governmental authority. In the event the premises do not meet such requirements or pass such inspec-
187 tions and Seller notifies Buyer in writing, within seven (7) day after date of receipt of inspection report from governmental jurisdiction, that he has not agreed to
188 make the corrections, Buyer and Seller have ten (10) days after date of Buyer's receipt of notification in which to reach an agreement in writing as to which party
189 will complete and pay for the required corrections, or to an agreed monetary adjustment at closing in lieu of the correction. *Note: A monetary adjustment may
190 affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy
191 permit.* If no written agreement is reached within said ten (10) days, this contract is terminated and earnest deposit is to be refunded to Buyer less any expenses
192 incurred by or on behalf of Buyer. A written commitment within the said ten (10) day period by Seller to make the required corrections, in his expense prior to clos-
193 ing, or a written commitment within the said ten (10) day period by Buyer to accept the property without the corrections shall also constitute an "agreement" for pur-
194 poses of this paragraph even after further negotiations failed to produce an agreement. Buyer shall apply for an occupancy permit, if required by governmental author-
195 ity, and shall comply with all occupancy regulations. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit after mak-
196 ing a bona fide effort to do so. Buyer is cautioned not to rely on governmental inspections, but should satisfy himself as to the condition of the property (see paragraph
197 B).

198 Buyer intends to have not more than _____ persons occupy the property.

199 **12. EARNEST MONEY.**
200 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the
201 "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest
202 money received within ten (10) banking days prior to the scheduled closing date, shall be in the form of a cashiers check or any other form acceptable to the escrow
203 agent. If sale is closed, earnest money to apply to the purchase. In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall
204 continue to hold said deposit in its escrow account until escrow agent has a written release from all parties consenting to its disposition, or until a final action is filed
205 to determine its disposition at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest
206 money) or until a final court judgement mandates its disposition. *(Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri Statutes
207 and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writ-
208 ing to be bound by the provisions of this contract before being named as the escrow agent, using form #2130.)*

209 **13. REMEDIES UPON DEFAULT.**
210 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the
211 default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default.
212 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract in lieu of making any claim in court,
213 or may pursue any remedy at law or in equity.
214 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to
215 be split 50-50 between Buyer and Seller, and one-half divided equally between listing broker and selling broker. All working fees charged by Seller in lieu of commission
216 in this contract.
217 If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs
218 and expenses specified in Buyer's written default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
219 of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract.
220 In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable
221 attorney's fees. This provision shall survive closing and delivery of Seller's deed to Buyer.

222 **14. LOSS.**
223 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or
224 destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction; the amount of insurance proceeds payable, if any, and
225 whether Seller intends prior to closing to restore the property to its condition at the time of the contract. In the event Seller restores the property to its prior condi-
226 tion before scheduled closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with closing. In the event the property is not to be restored
227 to its prior condition by the Seller before closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and
228 number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either (a) proceed with
229 closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies covering the improve-
230 ments, plus receive a credit from the Seller at closing in an amount equal to the deductible not covered by insurance, or (b) terminate the contract, thereby releasing
231 all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the
232 scheduled closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or sell-
233 ing broker's receipt of such information, and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled closing date, Buyer may, at
234 Buyer's option and by written notice to Seller or listing broker, extend the closing date up to ten (10) days, during which time Buyer may make his election as to (a)
235 or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions
236 of this paragraph, Buyer's earnest money is to be refunded, subject to paragraph 12, less any expenses incurred by or in behalf of Buyer, and Seller agrees to reimburse
237 Buyer's cost to pay for title, survey, inspection(s) and appraisal.

238 **15. ASSIGNABILITY OF CONTRACT.**
239 This contract is assignable by Buyer, but not without the written consent of Seller if (a) Seller is taking back a note and deed or that as part of the purchase price or
240 (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

241 **16. TIME IS OF THE ESSENCE.**
242 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time.

243 **17. BINDING EFFECT.**
244 This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns.

245 **18. GOVERNING LAW.**
246 This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri, including the
247 requirement of good faith.

248 **19. ENTIRE AGREEMENT.**
249 This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof.
250 The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

251 **20. CONSTRUCTION.**
252 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. When the term
253 "listing broker" is used, it refers to one of the following: (a) a broker working for the Seller under an agency listing contract, or (b) a broker assisting the Seller as a
254 Transaction Broker, whichever is appropriate. When the term "selling broker" is used, it refers to one of the following: (a) a broker working for the Buyer under a
255 buyer's agency agreement, (b) a broker assisting the Buyer as a subagent of the Seller, or (c) a broker assisting the Buyer as a Transaction Broker, whichever is
256 appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople").

257 **21. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**
258 Seller agrees to permit inspections of the property by inspectors, contractors, title/curse inspectors, surveyors, engineers and appraisers selected by Buyer as provided
259 for in the contract, or inspections required by Buyer's lender, upon reasonable advance notice to Seller. Buyer and selling broker may also be present during these
260 inspections.

261 Seller grants Buyer, selling broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to
262 have the utilities transferred to Buyer, within 8 days prior to closing. The purpose of the walk-through is only for the Buyer to confirm that the property is in the
263 same general condition as it was on the date of this contract, and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have
264 all utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
265 improvement inspections does not waive the right to walk-through prior to closing.

266 The closing does not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

267 **22. FLOOD PLAIN.**
268 Buyer may terminate this contract if any portion of the property is located in a designated 100 year flood plain unless disclosed to Buyer in writing prior to contract.

269 **23. SPECIAL AGREEMENTS.**
270 Special agreements between Buyer and Seller forming a part of this contract.

271 **24. SELLER'S DISCLOSURE STATEMENT.**
272 (Check one)

- 273 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the 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 statement by use of contingencies in the contract.
- 276 Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the "Acceptance Deadline" date. Buyer shall have 3 days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money shall be returned to Buyer. Otherwise, this contingency shall be deemed as waived by Buyer.
- 279 No Seller's Disclosure Statement will be provided by Seller.

280 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.

281 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to closing.

282 *Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.*

283 **25. RELATIONSHIP DISCLOSURE.**

284 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property or immediately upon the occurrence
285 of a change to the relationship. *Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.*

- 286 Licensee assisting Seller is a: (Check appropriate box)
- 287 Seller's Agent: Licensee is acting on behalf of the Seller.
 - 288 Buyer's Agent: Licensee is acting on behalf of the Buyer.
 - 289 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
 - 290 Designated Agent: Licensee has been designated to act on behalf of the Seller.
 - 291 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

- 292 Licensee assisting Buyer is a: (Check appropriate box)
- 293 Buyer's Agent: Licensee is acting on behalf of the Buyer.
 - 294 Seller's Agent: Licensee is acting on behalf of the Seller.
 - 295 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
 - 296 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
 - 297 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
 - 298 Subagent of Seller: Licensee is acting on behalf of the Seller.

299 Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

300 Commission will be paid by _____.

301 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

302 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

303 _____ Selling Broker's Firm _____ Listing Broker's Firm

304 By (Signature) _____ By (Signature) _____

305 Date _____ Public ID _____ Date _____ Public ID _____

306 OFFER to be accepted by Seller by: _____ m of _____

307 BUYER _____ DATE _____ BUYER _____ DATE _____

308 Seller's Printed Name _____

309 Seller accepts rejects counter offers (use counter offer form #2164)

310 the foregoing offer at _____ m of _____

311 SELLER _____ SELLER _____

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

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

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Form # 2164

08/2001

RESIDENTIAL SALE CONTRACT COUNTEROFFER # _____ INITIATED BY: _____

This Counteroffer is part of an offer to buy or sell property. Carefully read its terms and the terms of any documents referenced as part of the Offer. If this Counteroffer is not acceptable to you and you desire to continue negotiations, you should prepare a NEW Counteroffer or Sale Contract. (The "rejected" Counteroffer or unaccepted Sale Contract will not become a part of any agreement ultimately signed by the parties, but should be kept in the real estate broker's permanent files.)

SALE CONTRACT DATED: _____ SALE CONTRACT #: _____

PROPERTY: _____

The terms contained in this Counteroffer supersede those of the Sale Contract (the initial offer plus any attached Addendum or Rider) written on the date referenced above, and together with the remaining unchanged terms of the Sale Contract, constitute a new Offer to Purchase or Sell the property described herein.

1. SALE CONTRACT - Paragraph # _____, Line # _____ is changed as follows: _____

2. SALE CONTRACT - Paragraph # _____, Line # _____ is changed as follows: _____

3. SALE CONTRACT - Paragraph # _____, Line # _____ is changed as follows: _____

4. SALE CONTRACT - Paragraph # _____, Line # _____ is changed as follows: _____

5. SALE CONTRACT - Paragraph # _____, Line # _____ is changed as follows: _____

ADDITIONAL TERMS: The _____ additional attached pages contain terms that are an integral part of this Counteroffer, identified as follows:

EXPIRATION: This Counteroffer must be accepted by offeree before _____ m. of _____ ("Acceptance Deadline").

CHECK BOX:

- WE ACCEPT THE TERMS SET FORTH IN THE SALE CONTRACT, AS MODIFIED BY THIS COUNTEROFFER (INCLUDING ANY ATTACHED ADDENDUM OR RIDERS.)
- WE REJECT THIS COUNTEROFFER AND MAKE A NEW COUNTEROFFER.
- WE REJECT THIS COUNTEROFFER.

SELLER _____ DATE and TIME _____

BUYER _____ DATE and TIME _____

SELLER _____ DATE and TIME _____

BUYER _____ DATE and TIME _____

THIS CONTRACT CONTAINS A TOTAL OF _____ PAGES, INCLUDING THIS COUNTEROFFER.

Proof of co-habitant of the homebuyer's income

(W-2)

a Control Number 885625458		OMB No. 1545-0008		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.				
b Employer identification number 56-6655241				1 Wage, tips, other compensation 37642.62		2 Federal income tax withheld 4582.94		
c Employer's name, address, and ZIP code Missouri Housing Development Commission 3435 Broadway Kansas City MO 64111				3 Social security wages 38396.30		4 Social security tax withheld 2333.84		
				5 Medicare wages (incl. tips) 37642.62		6 Medicare tax withheld 645.82		
				7 Social security tips		8 Allocated tips		
				9 Advance EIC payment		10 Dependant care benefits		
d Employee's social security number 000-28-1446				11 Nonqualified plans		12a See instructions for box 12		
e Employee's name, address, and ZIP code James Sample 9552 Ridge Ct #B Maryland Heights MO 63043				13 Statutory employee	Retirement plan X	Third-party sick pay	12b	
				14 Other			12c C 13.48	
							12d D 1246.37	
15 State MO	Employer's State ID number 15885467	16 State wages, tips, etc 36396.30	17 State income tax	18 Local wages, tips	19 Local income tax	20 Locality name		

Department of the Treasury Internal Revenue Service

2009

Form **W-2** Wage and Tax
Statement

Copy C - For EMPLOYEE'S RECORDS. (See Notice to Employee on back of Copy B).

Deed to the residence you purchase

SAMPLE

New Construction Energy Efficiency Home Affidavit

(FORM #710)

SAMPLE

Home Ownership Purchase Enhancement (HOPE) Program

New Construction Energy Efficiency Home Affidavit

To be completed by homebuilder

Instructions:

A representative of the homebuilder must complete this Affidavit for a buyer of a newly constructed home applying for the HOPE energy efficiency incentive. The applicant must mail this completed affidavit to the Missouri Housing Development Commission ("MHDC") within 90 days of purchasing the home.

Notice:

This affidavit is a sworn statement executed under penalty of perjury.

I, Joe the Builder, a representative of Building Home Blocks under penalty of perjury, upon oath and duly sworn, state that: *(name of builder company)*

1. I am of lawful age and sound mind.
2. I, as Joe the Builder, Owner, am authorized to execute this Affidavit on behalf of the above named builder company. *(president, owner, etc.)*
3. The residential home located at 3435 Broadway in the county of Jackson, Missouri, was built by the above named builder company.
4. The costs the above named building company incurred for the purchase and installation of *Qualified Energy Efficient items total \$5,500.00.

***Qualified Energy Efficient Items:**

- Installing energy efficient windows, doors, house wraps, programmable thermostat controls, water-efficient toilets and faucets, and energy-efficient water heaters, lighting and appliances; sealing, heating and air conditioning ductwork; professional caulking; insulating water heater pipes; increasing the R-value of insulation in crawl spaces and attics; and conducting on-site energy inspections and tests, including a blower door test, which tests the overall energy efficiency of the house, and a duct blaster test, which tests how much the air ductwork leaks, and Energy Star Qualified appliances. All the Qualified Energy Efficient items listed, and items not specifically listed, must be improvements of energy efficiency or improvements that decrease energy consumption, that exceed the standards contained in the 2006 International Energy Conservation Code (www.energy.gov).

I/We understand that this Affidavit is a sworn statement executed under penalty of perjury for false statement, do hereby swear that the above and foregoing is true.

Signature _____

Print Name Joe the Builder

Notarize Here:

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____ in the year 2010.

Energy Efficiency Upgrade Affidavit

(FORM #715)

SAMPLE

Home Ownership Purchase Enhancement (HOPE) Program

Energy Efficiency Upgrade Affidavit

Instructions:

Please complete this document to apply for the energy efficiency upgrade incentive, which must be made within 60 days of purchasing the home. This affidavit must be sent to the Missouri Housing Development Commission ("MHDC") within 90 days of purchasing the home. Improvements that qualify must be attached permanently to the structure (while lighting structures that are energy efficient may qualify, bulbs do not); professional energy audits qualify but the results must be attached to the application.

***Qualified Energy Efficiency Upgrades:**

- Installing energy efficient windows, doors, house wraps, programmable thermostat controls, water-efficient toilets and faucets, and energy-efficient water heaters, lighting and appliances; sealing, heating and air conditioning ductwork; professional caulking; insulating water heater pipes; increasing the R-value of insulation in crawl spaces and attics; and conducting on-site energy inspections and tests, including a blower door test, which tests the overall energy efficiency of the house, and a duct blaster test, which tests how much the air ductwork leaks, and Energy Star Qualified appliances.

Proof of Upgrade(s):

1. Purchased Items: A copy of the paid receipt must be included along with this affidavit.
2. Installation Costs: A copy of the invoice and paid receipt must be included with this document to validate costs incurred from professional installation.

Upgrade(s) Declaration:

1. Upgrade Description: Stove Cost: \$350.00 Model#: STO123456
2. Upgrade Description: Dishwasher Cost: \$550.00 Model#: DIS123456
3. Upgrade Description: Refridgerator Cost: \$1,100.00 Model#: REF123456
4. Upgrade Description: Heating/Cooling Cost: \$2,000.00 Model#: HCU123456

Notice: This affidavit is a sworn statement executed under penalty of perjury.

I/we Alice Sample, James Sample under penalty of perjury, upon oath and duly sworn, state that:

1. I/We are of lawful age and sound mind.
2. I/We purchased a residential home located at 3435 Broadway, Kansas City, MO 64111 in the county of Jackson, Missouri.
3. I/We made a *Qualified Energy Efficiency upgrade within 60 days of purchasing the home referenced above.
4. The costs I/we incurred due to the purchase and installation of *qualified energy efficiency upgrade(s) totals \$5,500.00.
5. I/We incorporate all statements contained in the Home Purchase Affidavit I/We previously executed, as if fully set forth in this Affidavit.

I/We understand that this Affidavit is a sworn statement executed under penalty of perjury for false statement, do hereby swear that the above and foregoing is true.

Signature(s) _____

Print Name(s) Alice Sample, James Sample

Notarize Here:

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____ in the year 2010.

SAMPLE