

SALE CONTRACT

(WITH FINANCING CONTINGENCY)

County

Aug. 24, 7PM

19 76

Mary Barge

St. Louis, Mo.,

RECEIVED FROM

Six Hundred

hereinafter called purchaser,

the sum of

Dollars (\$ 600.00)

as earnest deposit and as part of the cash consideration for the purchase of the following described property situated in the

of St. Louis, Missouri, known or described as:

7335-37 Delmar, being a two family duplex

University City, Mo.

together with (if any) the improvements thereon and appurtenances, fixtures and equipment thereto belonging (which Seller guarantees to own free and clear of encumbrances), including all lighting, built-in heating, cooling and plumbing equipment and fixtures, attached linoleum, radiator shields, shades, curtain and drapery fixtures, Venetian blinds, shutters, storm sash and doors, screens, awnings, ventilating and exhaust fans, water heaters, stokers, oil and gas burners, garbage disposal and dishwasher, trees and shrubs, gas lights and gas fired barbeque pits, built in ovens and ranges, attached mirrors, attached T.V. antennas, and attached fireplace equipment, and all articles now provided for tenant use:

which property is this day agreed to be sold to purchaser subject to approval of seller by noon of Aug. 25, 19 76

and not otherwise (and if not so approved, earnest deposit shall be returned to purchaser) for the total sale price of \$ 39,000.00 Dollars (\$ 39,000.00)

on the following terms:

- Earnest deposit made as per this receipt \$ 600.00
- Additional earnest deposit to be made by purchaser on closing, 19 76 \$ 38,400.00
- Cash to be paid on closing date of sale as hereinafter fixed (subject to adjustments as herein provided) \$
- Deed or deeds of trust of record, subject to which title shall be transferred and which purchaser shall assume and agree to pay. Subject to approval by holder(s) of deed(s) of trust if required, by noon of 19 76 \$ none
- Description

none

Deed or deeds of trust to be accepted by seller as part purchase money \$
(Insert terms including type of loan, interest rate, method of payment, term of years, prepayment privilege, if any, commission, if any, and any special provisions.)

Sellers to comply with University City compliances only.

This contract is contingent upon the availability to purchaser of financing, as set forth below, to be secured by deed or deeds of trust on said property. If commitment therefor be not obtained by noon of 19 76, this contract shall be null and void and earnest deposit returned to purchaser. Said financing being as follows:

A conventional loan for \$35,100.00 for 25 years, amortized monthly. Interest at 9 1/2 %. Purchaser to pay one point for loan. Sellers to pay 0 points. Purchaser to pay closing costs.

The sale under this contract shall be closed under the Sale Conditions and Closing Practices of the Real Estate Board of Metropolitan St. Louis, and subject to any Special Agreements between Seller and Purchaser, all set forth on the reverse side hereof and hereby made a part of this contract, as fully and effectually as if they were incorporated herein, at the office of Arthur Friedman, Realtor, on Sept. 2, 1976 or sooner

All adjustments referred to on the reverse side hereof to be made as of date of closing or 13

Possession of property to be delivered to purchaser at time of transfer of title, or on Sept. 13, 1976

Deed to _____ Realtor _____ Agent _____

Approved on date first above written: _____ I/we agree to pay _____

is authorized to order title examined. _____ the Commission as provided under the Schedule of the Real Estate Board of Metropolitan St. Louis, to be a lien on said property.

Mary Barge Purchaser Sam Rader Seller
Anna Rader Seller

Address _____ Phone _____ Address _____ Phone _____

Witness Arthur Friedman (Over) Witness Arthur Friedman

LIST OF TENANTS—(Showing all concessions and prepayments)

Names of Tenants	Space Occupied	Lease Expires	Amount of Rent	When Due	Date Paid To
LAURA KILLIAN	E. SIDE	JUNE 30, 77	200.00	12	1st
<i>One month security</i>					

SALE CONDITIONS AND CLOSING PRACTICES OF THE REAL ESTATE BOARD OF METROPOLITAN ST. LOUIS

At election of either seller or purchaser, and at such party's expense, sale may be closed in escrow department of the local office of any reputable title company, but terms of contract shall not be affected.

Earnest deposit to be retained by seller's agent, without interest, but agent shall not be liable for earnest deposit until actually in form of cash in hands of agent; if sale is closed, earnest deposit to apply on sale commission; if purchaser shall fail to pay additional earnest deposit when due (if required by contract) or if sale be not closed by date fixed therefor owing to failure of performance by purchaser, earnest deposit shall be forfeited by purchaser, but purchaser shall nevertheless be bound to fulfillment of contract if so determined by seller, but this shall not entitle purchaser to enforce sale. Forfeited earnest deposit shall go first toward reimbursing expenses of agent incurred in this transaction, and balance to go one-half to seller, and one-half to agent in lieu of commission.

Rents, general taxes based on latest available assessment and rate, subdivision upkeep assessments, interest, premiums on insurance policies accepted by purchaser (at purchaser's option), water rates, sewer service charge, gas and electric bills, fuel supply and operating expenses (if any) to be prorated and adjusted as provided on the basis of 30 days to the month, seller to have last day; general tax year to run from January 1st; delinquent rents, over thirty days, if any, to be collected by seller and not adjusted. Purchaser to pay all recording fees.

Seller shall furnish general warranty deed, subject to deed restrictions, easements, rights-of-way of record, and zoning regulations; also subject to leases and to occupancy of tenants existing on the date contract is executed by purchaser; general taxes payable in current year and thereafter, and special taxes assessed or becoming a lien after date contract is executed by purchaser; said general and special taxes to be assumed and paid by purchaser. All personal property and fixtures included in this sale is guaranteed by seller to be paid for in full.

Title shall be marketable in fact, or purchaser will accept insurance policy issued by qualified title insurance company in lieu of strictly marketable title. If title is marketable, purchaser shall pay for certificate of title; if title is found imperfect and seller cannot perfect title or obtain title insurance policy as above provided within 60 days after date fixed for closing, earnest deposit shall be returned to purchaser and seller shall pay to agent the sale commission and other costs including title charges. Seller shall pay for documentary stamps, if required by law.

If, after contract is executed, the premises be destroyed or damaged by fire, windstorm or otherwise, seller shall restore same within thirty days if possible and sale closing date shall be extended accordingly, but otherwise purchaser shall have option of cancelling or enforcing contract; if enforced, purchaser shall be entitled to insurance; if cancelled, earnest deposit shall be returned to purchaser. In either event agent shall receive full sale commission. Seller shall assume risk of such destruction or damage and shall have the obligation to obtain consent of insurance companies to sale contract.

If improvements or additions have been completed within six months prior to sale closing date, seller shall furnish reasonable security against mechanics' liens or satisfactory evidence of payment of bills.

Property to be accepted in its present condition unless otherwise stated in contract. Seller warrants that he has not received any written notification from any governmental agency requiring any repairs, replacements, or alterations to said premises which have not been satisfactorily made. This is the entire contract and neither party shall be bound by representation as to value or otherwise unless set forth in contract.

The words purchaser, seller, agent and deposit where appearing in this contract shall be construed in the plural, if more than one.

This contract shall bind the heirs, legal representatives, successors and assigns of the parties hereto.

Contract assignable by purchaser, but not without consent of seller if purchase money deed of trust forms part of sale consideration, or if present loan(s) is assumed by the purchaser.

Sale Commission as provided under the rules of the Real Estate Board of Metropolitan St. Louis: 6% of the total selling or exchange price on improved property and 10% on unimproved property; minimum charge \$50.

Permission is hereby granted to Agent to provide sales data information of this transaction to the Real Estate Board of Metropolitan St. Louis.

Purchaser agrees to execute all loan applications and other instruments necessary thereto and to cooperate fully in securing such deed or deeds of trust necessary in processing this transaction. Existing loans, if any, to be paid off out of the proceeds of this sale, unless otherwise herein provided.

Special Agreements between Seller and Purchaser forming part of Contract: