

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE, made this 11 day of August, 2024, by and between **BARBARA NICHOLS, PEGGY STANSBERRY and SHERRY KEITH, TRUSTEES of FIRST PRESBYTERIAN CHURCH of GOLDEN CITY, MISSOURI**, (“SELLER”), and **OSAGE GRAZING ASSOCIATION, INC.**, (“BUYER”);

1. SELLER agrees to sell and BUYER agrees to buy, upon the terms and conditions herein, the following described real estate:

ALL OF LOTS 7, 8 AND 9, IN BLOCK 7, ORIGINAL TOWN OF GOLDEN CITY, BARTON COUNTY, MISSOURI

2. The purchase price to be paid to SELLER by BUYER shall be the sum of \$37,500.00, payable in cash at closing.

3. SELLER shall within a reasonable time furnish to BUYER a commitment for a policy of Title Insurance issued by a Title Insurance Company licensed to do business in the State of Missouri, showing marketable title of record in SELLER, in the face amount of the purchase price. SELLER shall correct any defects noted therein within 20 days thereafter, and if not corrected within said period of time, BUYER at BUYER'S election may void this contract by written notice to SELLER.

4. The title herein required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar. Any encumbrance or defect in the title that is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a

valid objection on the part of the BUYER, provided SELLER furnishes the Affidavits, or other title papers, if any, described in the applicable Standard.

5. SELLER shall convey to BUYER by General Warranty Deed marketable title free and clear of all liens, interests and encumbrances, except easements that will not materially impair the value or use of the property and except real estate taxes for 2024, which shall be prorated as of the date of closing.

6. This contract shall be closed at the office of BARTON COUNTY TITLE COMPANY, INC., 206 West Tenth Street, Lamar, Missouri, at 11:00 a.m. on the 27th day of August, 2024, or at such other time and place as the parties mutually agree, at which time all monies and papers shall be delivered to the respective parties and all other things called for by this contract at the time of closing shall be done. In the event the title search reveals a material defect in SELLER'S title, the time of closing shall be extended for 30 days to allow SELLER to correct any defects. If a material title defect is not cured within said 30 day period, BUYER shall be entitled to cancel this contract.

7. Possession of the property shall be delivered to BUYER at closing.

8. Closing costs and expenses shall be paid by the respective parties at closing and shall be divided equally between SELLER and BUYER.

9. BUYER has inspected the property and the improvements thereon and agrees to accept the property and the improvements thereon at closing "AS IS," and SELLER makes no warranties, either express or implied as to the condition of the property or the improvements thereon.

10. BUYER shall within 60 days of closing remove the outdoor toilet located on or near to the East side of the property and possibly encroaching on the property to the East.

11. Between the date hereof and the date of closing, SELLER shall cause to be continued in force all policies of fire and casualty insurance existing on the property as of the date hereof. In the event the improvements on the property are substantially damaged by fire or other casualty prior to the closing of this transaction BUYER shall have the option of accepting all of the insurance proceeds and proceeding with performance under this contract or canceling same.

12. The parties hereto agree that venue for any adjudication of the rights hereunder shall be in Barton County, Missouri.

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

IN WITNESS WHEREOF, the parties hereto executed this Contract the day and year first above written.


SELLER:


BARBARA NICHOLS, Trustee


PEGGY STANSBERRY, Trustee


SHERRY KEITH, Trustee

BUYER:


Robert Allen Rice, Jr. (Aug 8, 2024 15:50 CDT)
ROBERT ALLEN RICE, JR.,
President