

# Sample Contract

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THIS AGREEMENT made this **9th day of May, 2026** between: **Barney and Mary Fisher (Brandon Fisher and/or Melissa Frans as Co-Guardians for Barney and Mary Fisher)** and the person or persons signing below as SELLER, hereinafter referred to as "Seller," and the person or persons signing below as BUYER, hereinafter referred to as "Buyer."

WITNESSETH:

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell and convey unto the Buyer, and Buyer agrees to purchase from Seller, the real estate described as:

**ALL OF THE NORTH SEVENTY (70) FEET OF LOTS FIVE (5) AND SIX (6) AND RIGHT OF INGRESS AND EGRESS OVER THE EAST TEN (10) FEET OF THE SOUTH NINETY (90) FEET OF LOT SIX (6), ALL IN BLOCK SEVEN (7) OF WIGHT'S ADDITION TO THE CITY OF NEVADA, MISSOURI AS PER THE RECORDED PLAT THEREOF IN VERNON COUNTY, MISSOURI.**

**SUBJECT TO RESERVATIONS, RESTRICTIONS OR EASEMENTS AFFECTING SUBJECT LAND. ALSO SUBJECT TO ANY PART LYING IN THE PUBLIC ROADWAY.**

*The contract sales price shall be calculated by adding a buyer's premium of five percent (5%) or two thousand dollars, whichever is greater, to the final bid amount.*

The contract sales price shall be \$ \_\_\_\_\_

\_\_\_\_\_ (10%) Ten percent of the contract sales price as earnest money is to be deposited with McFadden Land & Title, as escrowee, upon execution of this contract by Buyer.

The balance of the purchase price to be delivered at the date of closing.

This contract is subject to all the terms and conditions set forth in the "General Terms and Conditions."

BUYER(S):

SELLER(S):

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## GENERAL TERMS AND CONDITIONS

**1. EVIDENCE OF TITLE.** The Seller shall, within 15 days from the date hereof, obtain a commitment to issue an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the insured, written by a title insurance company licensed in Missouri which policy shall insure the owner's title to be in the condition called for by this contract, and which commitment shall provide that said policy shall be issued forthwith after the seller's general warranty deed shall be placed of record. After delivery of said title insurance commitment, the Buyer shall have ten days to examine said title insurance commitment and notify the Seller in writing of any objections thereto. If there be any objections, the Seller shall within a reasonable time furnish to Buyer a new or amended title insurance commitment satisfying any such objections, but if such commitment shall not be furnished within 30 days after said notice, the Buyer at his election may avoid this contract by written notice to the Seller prior to the furnishing of such commitment, in which case the down payment shall be returned to the Buyer. If the failure to furnish a title insurance commitment is due to the fact that title defects cannot be corrected, then this contract shall be void, unless the Buyer gives notice to the Seller in writing of his election to waive such defects, and the down payment shall be returned to the Buyer, and if the Seller was in actual good faith the Seller shall not be liable to the Buyer for any damages. The Seller shall pay all costs for the issuance of the title insurance commitment and policy.

It is understood and agreed that the title herein required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which 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 the Seller furnishes Affidavits, or other title papers, if any, described in the applicable standard.

**2. CONVEYANCE BY GENERAL WARRANTY DEED.** If the title to said real property be marketable in fact as called for herein, the Seller shall deliver to the Buyer at closing a trustee's deed free and clear of all liens and encumbrances whatsoever, except as herein provided.

**3. TAXES AND RENTS.** The Seller shall pay in full all state and county taxes and assessments, general and special, which are a lien upon the said property, except those taxes for this calendar year which shall be prorated as of the date of closing of this contract as a credit to Buyer, and Buyer shall thereafter be solely liable for all taxes payable on the premises for the year of closing.

**4. POSSESSION.** Possession of the property shall be delivered to the Buyer AT CLOSING/FUNDING.

**5. FIXTURES, IMPROVEMENTS AND PERSONAL PROPERTY.** If applicable, all fencing, gates, buildings and fixtures on said real estate shall be included in the property to be conveyed to Buyer, along with the following described personal property located thereon, to wit: Electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, window shades, venetian blinds, curtain rods, storm doors and windows, screens, awnings, and attached mirrors. All remaining personal property remaining on site as of close shall be property of the purchaser. The Buyer accepts the premises "as is" without any warranty, express or implied. The Buyer acknowledges and agrees that they are not relying on any representation of Seller or Seller's agent in signing this contract and agreeing to purchase the premises above described. The condition of the premises is reflected in the purchase price. Buyer acknowledges that they have conducted or have had an opportunity to conduct their own inspection of the premises and of its various components and accept the premises in its present condition

**6. RIGHTS OF TENANTS.** This sale is subject to the rights of use and possession of the following named tenants:

| Tenant | Rights of Tenants |
|--------|-------------------|
|--------|-------------------|

N/A

**7. GROWING CROPS.** This sale includes all crops or hay or crop residues growing on the premises as of the date of this contract.

**8. GOVERNMENT PAYMENTS.** Buyer shall receive or be given credit at closing for all government payments payable with respect to or identifiable to these premises and payable to the owner of the real estate paid after the date of this contract.

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## GENERAL TERMS AND CONDITIONS

**9. SECTION 442.606 DISCLOSURE.** The following disclosure is required by Missouri State Statute. Seller has no knowledge as to whether or not the Property has ever been used for methamphetamine production. Seller has no knowledge as to whether or not the Property has ever been used as the residence of a person convicted, or has ever been used as the storage site or laboratory for any of the substances for which a person was convicted, of any of those crimes listed in §442.606, RSMo.

**10. CLOSING.** This contract shall be closed at the offices of the escrowee on the first business day which is no more than 45 days from the date of this contract. The date of closing may be extended by either party upon notice to the other to allow sufficient time to correct title defects or provide evidence of title within the time limits presented by this contract.

Each party shall pay one-half of any fee charged by the escrowee for closing this transaction. Buyer will pay all recording costs other than for recording any documents required to be recorded by Seller in order to make title marketable.

**11. EARNEST MONEY.** The parties acknowledge that, should the Buyer fail to comply with the terms of this contract due to the Buyer's fault, that at the option of the Seller, the earnest money deposit paid down at the date of sale shall be considered as liquidated damages, and forfeited to Seller. Notwithstanding the foregoing provision if the Seller after making diligent effort to sell the premises in a commercially reasonable manner, sells the property for an amount that is less than the purchase price called for herein, and as a result incurs actual damages as a result of Buyer's breach that are greater than the liquidated damages, Seller may recover from Buyer the difference between the actual damages and the liquidated damages; and if the damages claimed are not paid within ten days from demand may also recover reasonable attorney's fees and costs incurred in collecting such additional damages.

**12. AUCTIONEER'S BUYERS PREMIUM.** In the event of a default by Buyer, Auctioneer is entitled to forfeiture of buyer's premium. In the event of a default by Seller, buyer's premium will be refunded to the buyer and Seller will be responsible for the repayment of buyer's premium to the Auctioneer.

This contract shall be binding upon each of the signatories hereto and their heirs and assigns.

**13. AGENCY DISCLOSURE.** Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party.

Listing Licensee and Selling Licensee are functioning as Seller's Agent.

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## **SPECIAL TERMS AND CONDITIONS**

1. **"AS IS" SALE.** Buyer(s) are purchasing the property in its "EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer(s) acknowledge for Buyer(s) and Buyer(s') successors, heirs and assignees, that Buyers have been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer(s') choosing at Buyer(s') expense and that in purchasing the property, Buyer(s) is/are not relying on Seller or Seller's agents as to the condition of the property and/or any improvements thereon, including but not necessarily limited to: ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES. The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that the premises were accepted without representation or warranty of any kind or nature and in its "EXISTING CONDITION" based solely on Buyer(s') own inspection.

# Terms & Conditions

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**Real Property Terms & Conditions:** To register, a prospective bidder must provide **name, residence address, phone number, and a valid driver's license**. By registering, a prospective bidder is acknowledging that he/she has read and agrees to be bound by the Terms and Conditions of Sale.

**Contract** - Immediately following the conclusion of the auction, we will write the sale contract and receive the escrow/earnest money of a 10% down payment. Payment check is non-refundable and payable to McFadden Land & Title.

**Earnest Money-** A **10% non-refundable earnest money deposit** will be required should successful bidding occur. The down payment may be paid in the form of a personal check, business check or cashier's check. The remainder of the purchase price is payable at closing. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**. Be sure you have arranged financing, if needed, and are capable of paying balance at closing.

**Buyer's Premium** - Purchase will be accompanied by an additional **five percent (5%) or two thousand dollars (\$2,000), whichever is greater buyer's premium**. The entire purchase price must be paid at closing in the form of certified funds.

**Live Auction:** The real estate auction will be conducted, **in-person live on Saturday May 9th, 2026 at Noon CST**. Real Estate will be sold to the highest bidder with owner confirmation. Bids can be submitted live on the day of the auction.

**Closing** - Closing **on or before June 23rd, 2026** (45 days) at the office of **McFadden Land & Title**, 121 E. Cherry St. Nevada, MO 64772. Closer Lonnie McFadden, 417-667-2882.

**Agency:** Curtis & Sons, Inc. is **acting as an agent for the seller**. Curtis & Sons, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any part, deemed not to be in the best interest of the seller. Curtis & Sons, Inc. or sellers may cancel the auction at their sole discretion any time prior to the execution of the Real Estate Contract.

**Seller Approval:** This sale is **owner approval**. The seller reserves the right to refuse or accept the final bid.

All announcements made the day of sale take precedence over any prior written or verbal terms of sale.

Curtis & Sons, Inc. | 121 S. Main St. Nevada, MO 64772 | 417-667-7868  
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