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If you do not understand it, consult your attorney.
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40806499

Form # 2043

07/21

SPECIAL SALE CONTRACT

DATE: 7/20/2022

Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), St Louis City, County of St Louis City, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 4471 Pershing Ave #5B, St Louis City 63108.

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

In addition, the following items are included: washer & dryer in as-is condition, at no monetary value

The following items are excluded: NA

3. PURCHASE PRICE.

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

\$ 3000.00 earnest money (\$0 if none stated) (check one) ☐ received for delivery to OR ☒ to be delivered to Investors Title Company escrow agent within 3 hours days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ NA additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date (15 days if none stated) or _____.

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

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

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

☐ **Contingent Upon Financing.** 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 does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before August 10, 2022 (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

☐ Seller agrees to pay, at Closing, a cost not to exceed -----% of purchase-price **OR** \$ ----- (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when funds are received by Seller or Seller's title company. The Closing of this sale shall take place on August 18, 2022 or any other date that both parties agree in writing. Buyer will close at Investors Title Company, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than **(check one only):** ☒ Closing **OR** ☐ ----- m (time) of ----- (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

Buyer may, at Buyer's option and expense, order a title examination and 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.

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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 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 whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition 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 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 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 Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements 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 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 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 selling 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 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) 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 of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. 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. 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. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

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 "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed 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 money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

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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 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. 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), or may pursue any remedy at law or in equity. 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 go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. 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 and expenses, as specified in Buyer's notice

of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. 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 attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

15. CONSTRUCTION.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according to the context. When the term “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 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 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 appropriate. The term “broker” shall include the broker’s affiliated licensees (referred to as “salespeople”). **With the exception of the term “banking days” as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

16. FLOOD PLAIN.

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. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a waiver by Buyer of this contingency.

17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other professionals as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities turned on or transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his obligation to complete improvements and repairs required by this contract.

18. SPECIAL AGREEMENTS.

Special agreements and Riders between Buyer and Seller forming a part of this contract: _____

 NA^1

☐ Special Sale Inspection Rider (Form #2184) ☐ Short Sale Rider to the Sale Contract (Form #2176)

☒ Other # _____ **Buyer's Premium Rider** ☐ Other # _____

19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.

Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that Broker provides or shares information about the property, the information comes from one or more other sources, is only an approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage of property, and the available information about total square footage can vary depending upon the source, the measurement standard that was used and the date of measurement. One source for total square footage is public information from the county assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable and accurate information on lot size you should retain a licensed surveyor.

☒ 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.

☐ Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (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 is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. 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. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

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286 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
287 **Licensee.**

- ☐ Seller's Agent: Licensee is acting on behalf of the Seller.
- ☐ Buyer's Agent: Licensee is acting on behalf of the Buyer.
- ☐ Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- ☒ Designated Agent: Licensee has been designated to act on behalf of the Seller.
- ☐ Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

_____(insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

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- ☐ Buyer's Agent: Licensee is acting on behalf of the Buyer.
- ☐ Seller's Agent: Licensee is acting on behalf of the Seller.
- ☐ Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- ☐ Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- ☐ Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- ☐ Subagent of Seller: Licensee is acting on behalf of the Seller.

_____(insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

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

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

314 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic

315 Transaction Act as adopted by the state of Missouri.

316	_____	_____	MORE, REALTORS
317	Brokerage Firm Name Assisting Buyer	Brokerage Firm Name Assisting Seller	
318	Broker's Firm State License ID#: _____	Broker's Firm State License ID#: _____	2000174929
319	By (Signature): _____	By (Signature): _____	
320	Printed Name: _____	Printed Name: _____	Karen McNeill
321	Licensee State License ID#: _____	Licensee State License ID#: _____	2017029505
322	Date: _____ MLS ID: _____	Date: _____ MLS ID: _____	KMCNEILL
323	OFFER to be accepted by Seller by: _____ m of _____		

324	_____	_____	
325	BUYER SIGNATURE	DATE	BUYER SIGNATURE DATE
326	_____	_____	
327	Buyer Printed Name	Buyer Printed Name	

328 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

329	_____	_____	
330	SELLER SIGNATURE	TIME and DATE	SELLER SIGNATURE TIME and DATE
331	_____	_____	
332	Seller Printed Name	Seller Printed Name	Fan Zhang Hui Zhao

333 OR _____ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.

334 (use Form #2164 Sale Contract Counteroffer Form).

335 OR _____ (initials) WE REJECT THIS OFFER.

336 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to

337 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).

BUYER'S PREMIUM RIDER

SALE CONTRACT DATE: 7/20/2022 SALE CONTRACT #: 40806499

PROPERTY: 4471 Pershing Ave #5B, St Louis City 63108

BY AND BETWEEN: _____, Buyer(s)
and the Seller(s) named in the above referenced sale contract.

The following terms are incorporated into the offer made by Buyer under contract referenced herein and shall take precedence over any conflicting terms in said offer.

1. **Buyer's Premium:** In addition to the purchase price that Buyer(s) and Seller(s) agree upon under the above referenced contract or in the counter-offers thereto, the Buyer(s) shall pay a buyer's premium equal to 3.0 % of the agreed to the aforementioned purchase price. The parties hereto agree that the Buyer's Premium shall be included in the final total purchase price for the Property.
2. **Computation of Final Purchase Price:** Pursuant to paragraph 1, the Final Purchase price under this agreement shall be computed by adding the buyer's premium, as computed above, to the purchase price agreed to by the buyer and seller in the contract referenced above to arrive at the Final Purchase Price.
3. **Execution of Amendment to Contract:** The Buyer(s) shall, within one (1) business day of receiving it from the Listing Agent, execute a contract amendment in the form shown on Exhibit A attached hereto for the sole purpose of:
 1. Changing the purchase price in the above referenced contract to the Final Purchase price as described above and computed as described;
 2. Removing this Buyer's Premium Rider from the above referenced contract as it will no longer apply but instead be replaced with the amendment.
4. **Self-Liquidating Rider:** As stated in #3 above, upon execution of the aforementioned contract amendment by Buyer(s) and Seller(s), this rider shall immediately become void and of no effect as it will have been replaced by said Sale Contract Amendment; provided, however, that the amount of the Buyer's Premium, as stated in this Rider, may be used for calculation purposes at closing and may be itemized separately from the agreed-to purchase price on the settlement statement or other closing documents.

BUYER SIGNATURE _____ DATE _____

SELLER SIGNATURE _____ DATE _____

BUYER Printed Name _____

Fan Zhang
SELLER Printed Name _____

BUYER SIGNATURE _____ DATE _____

SELLER SIGNATURE _____ DATE _____

BUYER Printed Name _____

Hui Zhao
SELLER Printed Name _____

Form # 2089

01/20

AMENDMENT TO SALE CONTRACT

- 1 SALE CONTRACT DATE: _____
- 2 PROPERTY: _____
- 3 BY AND BETWEEN: _____, Buyer(s)
- 4 and the undersigned Seller(s).
- 5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:
- 6 ☐ New Closing date: _____
- 7 ☐ New Possession date (check one): ☐ Closing or ☐ _____ m (time) of _____ (date)
- 8 ☐ New Loan Contingency date: _____
- 9 ☒ New Purchase price: \$ Final Purchase Price as computed per section 2 of Buyer's Premium Rider.
- 10 ☐ New Loan Amount: _____ % of the purchase price, or \$ _____
- 11 ☐ New Interest Rate not to exceed: _____ %
- 12 ☐ New Amortization term: _____ years
- 13 ☐ New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)
- 14 ☐ Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price or \$ _____
- 15 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.
- 16 ☐ New contingency deadline date: _____ Describe contingency: _____
- 17 _____
- 18 ☐ Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
- 19 _____
- 20 ☐ Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
- 21 _____
- 22 ☒ Uncheck box on line 98 (if Residential Sales contract, line 255 if Special Sales contract) removing
- 23 "Buyer's Premium Rider" from contract.
- 24 _____
- 25 _____
- 26 _____
- 27 BUYER SIGNATURE _____ DATE _____ SELLER SIGNATURE _____ DATE _____
- 28 _____
- 29 Buyer Printed Name _____ Seller Printed Name _____
- 30 _____
- 31 BUYER SIGNATURE _____ DATE _____ SELLER SIGNATURE _____ DATE _____
- 32 _____
- 33 Buyer Printed Name _____ Seller Printed Name _____